NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR CONSTRUCTION ON

ROSENA RANCH ROAD AND OTHER ROADS

Various

WORK ORDER: H15097 AREA: Devore Area

ROAD NO.: Various (See Location Map & Road able)

For use in connection with the following publication of the State of California, Department of Transportation:

- 1. California Department of Transportation (Caltrans) 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 21, 2017), and ess specified otherwise in these Special Provisions.
- 2. Caltrans Standard Plans daied 2.15, including the 2015 Revised Standard Plans (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions
- 3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

-- TRANSPORTATION --



The Notice to Bidders and Special Provisions, prepared for construction on

ROSENA RANCH ROAD AND OTHER ROADS

Various

LENGTH: Various **WORK ORDER:** H15097 **AREA:** Devore Area

ROAD NO.: Vari	ous (See Location	Map & Road Table)
have been recommended for appro	oval under the dir	rection of the following:
Brendon P. Biggs, P.E. Director of Public Works	Pate	
have been prepared by or under the	e direction of the	e following Registered Engineers:
Mervat N. Mikhail, P. Transportation Design Division Engineering Manager	Date:	No. 72136 E
Jeremy D. Johnson, P.E. Traffic Division Engineering Manager	Date:	C91246 CONTRACTOR OF THE PROPERTY OF THE PROP

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the San Bernardino County, State of California, will receive sealed proposals until

10:00 A.M., THURSDAY, XXXXXXX XX, 20XX

in the building of:

San Bernardino County Department of Public Works Front Reception Desk 825 East 3rd Street San Bernardino, CA 92415-0835

PLEASE NOTE: All bidders and subcontractors, including, but not limited to persons or entities that deliver ready-mix concrete, must be registered with: 1) the Department of Industrial Relations (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); and 2) the County's ePro system <u>prior to the date and time to receive sealed proposals or they will be disqualified</u>. The lowest responsive and responsible bidder and its subcontractor untit also be registered with the Department of Industrial Relations at the time or award of the contract and must remain registered throughout the term of the contract pursuant to Labor Code section 1771.1. For more information on the requirements of Labor Code section 1771.1, please see http://www.dir.ca.gov/Public-Works/SB854.html.

Bids (also referred to as "proposals") in response to this solicitation can be submitted through the San Bernardino County Enctronic Procurement Network (ePro) https://epro.sbcounty.gov/epro/ (however of the bid is submitted in ePro, the bidder's security described herein must still be submitted in person in a sealed envelope prior to the proposal opening date and me) or in person at the San Bernardino County Department of Public Works at which time they will be transmitted, publicly opened and declared via video and teleconference via goto compusing meeting ID 434-769-549. See the flyer available under the bid posting on ePRO for further login information for the following project:

ROS ENA RANCH ROAD AND OTHER ROADS Various

LENGTH: Various **W.O.:** H15097 **AREA:** Devore Area

ROAD NO.: Various (See Location Map & Road Table)

The work, in general, consists of mill and overlay existing asphalt pavement, upgrade non-ADA compliant ramps and doing other work appurtenant thereto.

This project requires a **Class A** contractor's license issued by the California Contractors State Licensing Board. The Contractor must maintain this license from contract award through contract acceptance. All contractors, including any out-of-state contractors/subcontractors, must comply with all applicable laws and regulations of the State of California at the time of bid and award.

A non-mandatory pre-bid meeting is scheduled for

10:00 A.M., WEDNESDAY, XXXXXXX XX, 20XX

To be held via video and teleconference via goto.com using meeting ID 434-769-549. See the flyer available under the bid posting on ePRO for further login information. Handouts from the Pre-bid meeting will be post on ePRO shortly after the Pre-Bid meeting. **All bidders and interested small businesses are encouraged to attend this meeting.**

This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Bidder's attendance at this meeting is not mandatory, but all bidders are encouraged to attend this meeting.

NOTICE: BIDDERS MUST OBTAIN BIDDING DOCUMENTS AND PREPARE THEIR BIDS **BERNARDINO OBTAINED** DIRECTLY FORMS FROM THE SAN COUNTY DEPARTMENT OF PUBLIC WORKS OR FROM THE SAN BERNARDINO COUNTY ELECTRONIC PROCUREMENT NETWORK (ePRO) https://epis.sbc.unty.gov/epro/. BIDS PREPARED ON FORMS OBTAINED FROM OTHER SOURCES NUMBER ACCEPTED. BIDDERS MUST BE LISTED ON THE OFFICIAL PLAN HOLDERS LIST AT THE TIME BIDS ARE PUBLICLY OPENED. BIDS RECEIVED FROM BID VAS WHO ARE NOT LISTED ON THE OFFICIAL PLAN HOLDERS LIST WILL NOT BE ACCEPTED.

Bids shall be prepared in accordance with these Special Provisions and the following:

- Caltrans 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications Revisions through July 21, 2017), unless specified otherwise in bear Special Provisions.
- 2. Caltrans Standard Plans dated 2015, including the 2015 Revised Standard Plans (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions.
- Labor Sur harge and Equipment Rental Rates effective on the date work is accomplished.

These publications are published by Caltrans and may be reviewed at the following website: http://www.dot.ca.gov/des/oe/construction-contract-standards.html.

The bids must also be accompanied by cash, cashier's check, certified check, or bidder's bond executed by an admitted surety insurer, made payable to the San Bernardino County in the amount of at least ten percent of the amount of the bid given as a guarantee that the bidder will enter into a contract. The contract shall be signed by the successful bidder and returned **within 10 days**, and the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self-insurance coverage shall be provided **within 10 days**, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution.

The Engineer will issue two (2) Notices to Proceed, the first being a Notice to Proceed with Submittals, and the second being a Notice to Proceed with Construction. The Contractor shall begin construction work <u>within 15 days</u> after the Notice to Proceed with Construction (excluding Saturday, Sunday, and holidays). Pursuant to Section 1-1.07, "DEFINITIONS", of

the Standard Specifications, "day" means <u>"24 consecutive hours running from midnight to midnight; calendar day"</u>.

The Plans and Special Provisions may be obtained at no cost by visiting http:\\epro.sbcounty.gov\bso

With the purchase, a return address must be furnished which the purchaser thereby agrees is sufficient to reach him/her. Please note that, upon payment of the purchase price, the purchased copy of the plans and Special Provisions become the property of the purchaser and are not to be returned to the County for refund.

QUESTIONS: Bidders must submit all questions in writing, by mail, fax, or e-mail. The deadline for bidder questions is **5:00 P.M.** on **FRIDAY, XXXXXXX XX, 20XX**

BONDS: The successful bidder will be required to furnish a Labor and Materials Bond and a Faithful Performance Bond, each in a penal sum equal to one hundred percent of the contract price.

Notice is hereby given that the successful bidder who is awarded the contract may avail itself to Public Contract Code section 22300 which allows substitute securities to be deposited in lieu of retention payments withheld to insure performance.

<u>ePRO</u>: Attention is directed to Section 2, "Proposal Requirem ats and Conditions" regarding the San Bernardino County's Electronic Procurement Network (ePro) vste n. <u>THIS SYSTEM REQUIRES</u> NEW REGISTRATION FOR ALL VENDORS DOING BUSINESS WITH THE COUNTY.

EQUAL EMPLOYMENT OPPORTUNITY: During the term of the Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex gentler, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Lousing and Employment Act and other applicable Federal, State of California and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

This contract is subject to the S ate of California contract nondiscrimination and compliance requirements pursuant to Go ernment Code section 12990.

EMERGING SMALL BYSINESS ENTERPRISE PROGRAM: Contractors are encouraged to participate in the San Bernardino Country Emerging Small Business Enterprise (ESBE) Program. Questions regarding the ESBE Program should be directed to the Department of Public Works, Contracts Division at (909) 387-7920.

CONFLICT OF INTEREST AND FORMER COUNTY OFFICIALS: Attention is directed to the Conflict of Interest and Former County Officials requirements in the special provisions.

REPORT BID RIGGING: Please report any suspected bid rigging, bidder collusion, and other fraudulent activities in order for the County to identify and investigate highway construction contract fraud and abuse. You may report such activities by calling the Department's Contracts Division phone number at (909) 387-7920.

PREVAILING WAGES: Pursuant to section 1773 of the Labor Code, the general prevailing rates of wages in the San Bernardino County have been determined and are listed in the State of California Department of Industrial Relations Director's General Prevailing Wage Determinations (https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). In addition,

these wages are set forth in the General Prevailing Wage Rates included in these Special Provisions. The Contractor and subcontractors shall not pay less than the prevailing wage. Copies of the prevailing wage rates are also on file at the San Bernardino County Department of Public Works Contracts Division office (address identified above) and shall be made available to any interested party on request. A copy of the determination of the Director of prevailing rate of per diem wages shall be posted at each job site. More specifically, the Contractor shall post the general prevailing wage rates at a prominent place at the job site (Labor Code section 1773.2).

Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION: Contractor shall comply with Labor Code section 1771.1, including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prevalues by the Labor Commissioner.

As provided in Labor Code section 1771.1;

- (a) A contractor or subcontractor should not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the partormance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1/25. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- (b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.
- (c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
- (1) The subcontractor is registered prior to the bid opening.
- (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

- (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- (d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.
- (e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.
- (f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.
- (g) If the Labor Commissioner or his or her designed distermines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with his section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty regis ration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
- (h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundral dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).
- (2) The Labot Combissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.
- (3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.
- (4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

- (i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.
- (j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors of the jublic work.
- (2) A stop order may be personally served upon the contractor by either of the following methods:
- (A) Manual delivery of the order to the contractor or a tocontractor personally.
- (B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by bracefter mailing copies of the order by first class mail, postage prepaid to the solutractor or subcontractor at one of the following:
- (i) The address of the contractor of subcontractor on file with either the Secretary of State or the Contractors' State bicense Board.
- (ii) If the contractor or subsontractor has no address on file with Secretary of State or the Contractors State License Board, the address of the site of the public work.
- (3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.
- (4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.
- (k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

- (I) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.
- (m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

LABOR CODE REQUIREMENTS FOR ENTITIES HAULING OR DELIVERING READY-MIXED CONCRETE: Adherence to the prevailing wage requirements found in Labor Code section 1720.9 for the hauling and delivery of ready-mixed concrete is required. This includes, but is not limited to, a requirement for the person or entity that delivers ready-mixed concrete to register with the Department of Industrial Relations (DIR) as specifical in Labor Code section 1725.5. For more information, please see the DIR website https://www.dir.ca.gov/.

IRAN CONTRACTING ACT OF 2010 (Public Contract Code section 2200 et seq.) (Applicable only to Contracts of One Million D. (lar. (\$1,000,000) or More): In accordance with Public Contract Code section 2204(a), the bidder certifies that at the time the bid is submitted, the bidder signing the bid is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2202 at a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

PAYMENT BY ELECTRON C FUND TRANSFER: Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other banking account. Contractor shall promptly comply with directions and accurately complete in the except of the process EFT payments.

BRENDON BIGGS, P.E., DIRECTOR DEPARTMENT OF PUBLIC WORKS

ANDY SILAO, P.E., Chief Contracts Division

DATE:

SAN BERNARDINO COUNTY SPECIAL PROVISIONS FOR CONSTRUCTION ON

ROSENA RANCH ROAD AND OTHER ROADS Various

WORK ORDER: H15097
AREA: Devore Area

ROAD NO.: Various (See Location Map & Road Table)

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the Caltrans Standard Specifications. A main-section heading is a heading shown in the table of contents of the Standard Specifications.

Each special provision begins with a revision clause that describes a introduces a revision to the Standard Specifications.

Any paragraph added or deleted by a revision clause doe not change the paragraph numbering of the Standard Specifications.

DIVISION I GENERAL PROVISIONS

Add the following paragraph to section 1-1.01, "GENERAL":

The Notice to Bidders is incorporate into these Special Provisions by this reference.

Add the foll wing paragraphs to section 1-1.01, "GENERAL":

The work embraced here shall be done in accordance with:

- Caltrans 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 21, 2017) for Sections 1 thru 9, unless specified otherwise in these Special Provisions.
- Caltrans Standard Plans dated 2015, including the 2015 Revised Standard Plans (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions; and
- 3) Project Plans and these Special Provisions; and
- 4) The Contract; and
- 5) All other documents identified in the Contract.

Both the Standard Specifications and the Standard Plans are published by the State of California, Department of Transportation (Caltrans) and may be reviewed at the following website: http://www.dot.ca.gov/hg/esc/oe/construction standards.html.

In case of a conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" is used in the Special Provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

Whenever in these Special Provisions the term section is used in an introductory instruction, it shall be understood to mean and refer to the section of the Standard Specifications unless otherwise specified. The special provision introductory instructions begin with the words "Delete," "Replace," or "Add," and appear as bold text, centered in the page.

Add the following paragraphs to section 1-1.0 B, "GL'ssary":

Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

- 1. Department The San Bernardino County.
- 2. Office Engineer, Engineer or Director -- The Pirector of the Department of Public Works acting either directly or through properly authorized agents, engineer, assistants, inspectors and superintendents acting severally within the scope of the particular duties delegated to them.
- 3. Attorney General -- The San Bernard to County Board of Supervisors.
- 4. Laboratory -- Any laboratory authorized by the Department of Public Works to test materials and work involved in the contract.
- 5. Liquidated Damages In advordance with Section 8-1.10 of the Standard Specifications, the amount prescribed a Section 8 of the Special Provisions to be paid to the County pursuant to the indicated described.
- 6. Engineer's Estimate -- The lists of estimated quantities of work to be performed as contained in the contract documents.
- State The San Bernardino County.
- 8. Awarding Authority or Department Means the County Board of Supervisors or any department or special district recommending to the Purchasing Agent or the County Board that a contract be awarded.
- 9. Consultant Means person(s), sole proprietorships, partnerships, associations, joint ventures, corporations, institutions or other entities who provide expert, professional assistance to the County under a contract.
- 10. Contract Means an agreement between two parties consisting of an offer and an acceptance resulting from solicitation of bids or proposals, in which each party commits to stipulated prices, terms and conditions, or materials or services.

- 11. Contractor Means any person, sole proprietorship, partnership, association, corporation, joint venture, institution or other entity which is a party to a contract.
- 12. Minority Means the same as defined in Public Contract Code section 2051(c).
- 13. Small Business Concern Means a small business as defined by Section 3 of the Small Business Act and relevant regulations found in Title 13 Part 121 of the CFR.
- 14. Procurement Includes the acquisition of material, supplies, goods equipment, systems, construction and services through both formal (including competitive bids) and informal transactions which result in purchase orders and/or contracts.
- 15. Public Works Contract Is an agreement to perform the work described in Public Contract Code section 22002.
- 16. Purchase Means a method of procurement which results in an order for materials, supplies, goods, equipment, systems or services.
- 17. Purchase Order Is defined as a form of contract which is used to order supplies, equipment, goods, systems or services. These are either milatival, or one signature in nature, subject to performance by a vendor to form a contractual obligation.
- 18. Purchasing Agent Means the Director of the Purchasing Separtment.
- 19. Bidder/Proposer Means any person or entity making an offer or proposal to provide goods and/or services to the County.
- 20. Subcontractor Means an individual or business him contracting to perform part or all of another's contract.
- 21. Bid Item List Means the schedul of tems ound in the Proposal pages starting on P-1 of these Special Provisions.
- 22. Bid book Means the Proposal pages starting on P-1 of these Special Provisions.
- 23. Estimated Cost Is the estimated cost of the project.
- 24. Holiday Holidays shown in the following table:

Holidays		
Holiday	Date observed	
Every Sunday	Every Sunday	
New Year's Day	January 1st	
Birthday of Martin Luther King, Jr.	3rd Monday in January	
Washington's Birthday	3rd Monday in February	
Memorial Day	Last Monday in May	
Independence Day	July 4th	
Labor Day	1st Monday in September	
Columbus Day	2nd Monday in October	
Veterans Day	November 11th	
Thanksgiving Day	4th Thursday in November	
Day after Thanksgiving Day	Day after Thanksgiving Day	
Christmas Day Eve	December 24th	
Christmas Day	December 25th	
New Year's Day Eve	December 31st	

If a holiday falls on a Sunday the next weekday that is not a holiday will be taken as a holiday.

If a holiday falls on a Saturday the previous weekday that is not a holiday will be taken as a holiday.

- 25. Informal-bid contract Means a contract that has "Informal Bid Authorized by Public Contract Code section 22032(b)" on the cover of the *Notice to Bidders and Special Provisions*.
- 26. Labor Surcharge and Equipment Rental Rates Means Caltrans publication that lists labor surcharge and equipment rental rates.
- 27. Offices of Structure Design or OSD means the Engineer.
- 28. "Labor Compliance Office of the district" or "Labor Compliance Office" means the Department's Contracts Division.
- 29. Business Day Day on the calendar except a Saturday, Sunday and a holiday.
- 30. Working Day This definition is the same as that provided in the Standard Specifications except for the exclusion in subsection 2.1 of the definition of "working day" found in section 1-1.07B, "Glossary," which is registed to state "Saturday, Sunday and a holiday."

Other terms appearing in the Standard Specifications and these Special Provisions shall have the intent and meaning specified in Section 1, "Cens al." of the Standard Specifications. In the event of a conflict between the above terms and definitions and the terms and definitions identified in the Standard Specifications, the tenus and definitions used in these Special Provisions shall control. Pursuant to decion 11.07, "DEFINITIONS," of the Standard Specifications, unless otherwise noted as a "working day" or "business day," "day" in these Special Provisions means "24 consecutive hours running from midnight to midnight; calendar day."

Delete section 1-1.08, "DISTRICTS."

Delete section 1-1.11, WEB SITÉS, ADDRESSES, AND TELEPHONE NUMBERS."
Riplace section 1-1.12, "MISCELLANY," with:

1-1.12 MISCELLANY

Make checks and bonds payable to the San Bernardino County.

^^^^^

2 BIDDING

Add the following paragraphs to section 2-1.01, "GENERAL":

The bidder must comply with the provisions in Section 2, "Bidding" of the Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.10, "Subcontractor List," of the Standard Specifications, each proposal must have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

In accordance with Public Contract Code section 7106, a Noncollusion Declaration is included in the Proposal. All bidders must review, sign and submit the Noncollusion Declaration with their bid. Any bid that fails to include an executed Noncollusion Declaration shall be considered nonresponsive.

The Proposal, including all required forms, must be signed by the bidder or an authorized representative of bidder. PROPOSALS THAT ARE NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.

Replace the 6th paragraph of section 2-1.04, "Pre-bid Outreach Meeting," with:

The Department may hold a single pre-bid meeting for more than one contract. Sign the sign-in sheet for the contract you intend to bid on. If you are bidding on multiple contracts, sign each sign-in sheet for each contract you intend to bid on. The sign-in sheets, with the names of all companies in attendance at each pre-bid meeting, will be made available through ePro and/or the Department for all bidders to view.

Replace section 2-1.06A, "General, who:

2-1.06A General

The Proposal, which includes the Bid Item List, can be found in these Special Provisions and on the San Bernardino County Electronic Procurement Network (https://epro.sbcounty.gov/epro/) as described further berein, and shall be used.

Replace section 2-1.06B, "Supplemental Project Information," with: 2-1.06B Supplemental Project Information

The County makes supplemental in ormation available as specified in these Special Provisions.

If supplemental project informatic is available for inspection, bidders may view it by phoning in a request. The Contracts Division phone number is (909) 387-7920. Make your request at least 7 days before viewing include in your request:

- Project title
- 2. Work other puraber
- Viewing da
- 4. Contact information, including telephone number

The supplemental information may be available to interested parties at the following address:

San Bernardino County Department of Public Works
Contracts Division
825 East 3rd Street, Room 147
San Bernardino, CA 92415-0835

Replace section 2-1.10, "SUBCONTRACTOR LIST," with:

2-1.10 SUBCONTRACTOR LIST

On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

- 1. Business name and the location of its place of business.
- 2. California contractor license number for a non-federal-aid contract.
- 3. Department of Industrial Relations public works contractor registration number.
- 4. The portion of work it will perform. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

Delete section 2-1.12, "DISADVANTAGED BUSINESS ENTERPRISES."
Delete section 2-1.15, "DISABLED VETERAN BUSINESS ENTERPRISES."
Delete section 2-1.18, "SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES."

Delete section 2-1.27, "CALIFORNIA COMPANIES."

Delete section 2-1.31, "OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS."

Add the following paragraphs to section 2-1.33, "BID DOCUMENT COMPLETION AND SUBMITTAL":

<u>ePRO</u>

Bids must be received by the designated date and time. An electronic bid can be submitted through the San Bernardino County Electronic Procurement Network (ePro) https://epro.sbcounty.gov/epro/. Submittals iner will be opened from the system's "encrypted lock box" and evaluated as stated in the solicitation. If the bid is submitted through ePro, the bid may also be withdrawn OR petreved, adjusted, and re-submitted by the bidder at any time prior to the scheduled deadline for submission of the bid. Paper responses will also be accepted at the location identified in the solicitation and can be withdrawn at any time prior to the scheduled deadline for submission the bid. If the bid is submitted through ePro, the bidder acknowledges that its electronic signature is legally binding. All bidders must register with the ePro system price the date and time to receive the bid or they will be disqualified. Late or incomplete bids will be considered non responsive. A "complete" bid is defined as a bidde's submittal that includes all bid documents (i.e., the bid / proposal, bidder's security in a separately sealed envelope, and any other bid documents required for System related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060. NOTE: If sending the bid or bid bond to the Public Works Department in a mail envelope (i.e. U.S. Postal Office, Federal Express, etc.) please enclose the bid and/or bond inside the mail envelope in a separately sealed envelope bearing the title of the project, the name of the bidder, and marked "Bid Proposal and/or Bid Bond". All mail, including Priority and Express Mail, sent via the U.S. Postal Service is received by the County's mail room then distributed to the Public Works Department. This can cause a delay in the receipt of bids. The County is not responsible for any delays caused by mail service to a different County location. It is Bidder's responsibility to ensure bids and bid bonds are received at the Public Works Department, 825 East 3rd Street, Front Reception Desk, San Bernardino, CA, on or before the time set for opening of bids.

REQUIRED LISTING OF SUBCONTRACTORS

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

Delete section 2-1.33A, "General." Delete section 2-1.33B, "Bid Form Submittal Schedules." Replace section 2-1.34, "BIDDER'S SECURITY," with:

2-1.34 PROPOSAL GUARANTY

- All bids/proposals shall be presented either under sealed cover or submitted through the San Bernardino County Electronic Procurement Network (ePro) and accompanied by one of the following forms of bidder's security:
 - Cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the San Bernardino County.
- The security shall be in an amount equal to at least 10 percent of the amount of bid. A
 bid / proposal will not be considered unless it is accompanied by one of the forms of
 bidder's security, in accordance with what is stated below.
- The bidder's bond shall conform to the bond form labeled as 'Bir Bond" in the
 "Proposal" section of these Special Provisions, and and I be properly filled out and
 executed. The "Bid Bond" form provided in the "Proposal" section of these Special
 Provisions may be used. Upon request, copies of the "Pid Bond" forms may be
 obtained from the Department.

If the bid is submitted through the ePro, bidder shall scan the bid security (bid bond) and submit the scanned copy with the bid submittal in ePro. In addition, bidder shall mail or submit in person the original bid security in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Department of Public Yorks, 825 E. 3rd Street, Front Reception, San Bernardino, California, 92415-1335. Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.

Any bid/proposal that fails to include an original paper submission of the bidder's security in a separately seal d mailed or otherwise submitted envelope shall be considered nonresponsible. Bidder's attention is directed to Section 2-1.33, "ePro," of these Special Provisions for Urther details.

Delete the 1st paragraph of section 2-1.40, "BID WITHDRAWAL."

Replace section 2-1.43, "BID OPENING," with:

2-1.43 PUBLIC OPENING OF THE BID

Bids (both paper and ePro) will be opened and read aloud publicly at the place and time set for the opening of bids in the Notice to Bidders or as revised in an Addendum. All bids submitted to the Public Works Department in sealed envelopes will be opened and read. All bids submitted in the ePro system will be opened from the system's "encrypted lock box" and read. The bid summary sheet referencing both paper bids and ePro bids will be available through ePro and/or the Public Works Department for all bidders to view.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where

applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on future public works contracts.

Replace any references in section 2-1.46, "DEPARTMENT'S DECISION ON BID," to "Department" with "Board of Supervisors (or if informally bid, with the Chief Executive Officer)."

Add the following paragraphs to section 2-1.46, "DEPARTMENT'S DECISION ON BID": Proposals shall be rejected if they have been transferred to another bidder, or if they show any alteration of form, additions not called for or if they are conditional or incomplete bids. Proposals may be rejected if there are erasures or irregularities of any kind.

<u>Bidders that fail to include an executed Noncollusion Declaration shall be considered nonresponsive.</u>

Replace section 2-1.47, "BID RELIEF," with:

2-1.47 BID RELIEF

The County may grant bid relief under Pub Cont Code § 510) et seq. Submit any request for bid relief to the Department.

3 CONTRACT WARD AND EXECUTION

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning the Contract Award and Execution.

Delete 1st and 3rd paragraph of section 3-1.02A, "General."

Replace 3-1.02B, "Tied Bids," with:

3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss.

LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION: Contractor shall comply with Labor Code section 1771.1, including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

As provided in Labor Code section 1771.1:

- (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4.34 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 15134 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- (b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.
- (c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a hid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
- (1) The subcontractor is registered prior to the bid opening.
- (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
- (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- (d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.
- (e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

- (f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.
- (g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
- (h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contracted or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to fare turn as a civil penalty to the state, of one hundred dollars (\$100) for each drywine unregistered lower tier subcontractor performs work in violation of the regis ration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).
- (2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's bility to monitor and enforce compliance with the requirements of this chapter.
- (3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed cursuant to paragraph (1) if the lower tier subcontractor's performance is in volation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.
- (4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).
- (i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

- (j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.
- (2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:
- (A) Manual delivery of the order to the contractor or subcontractor personally.
- (B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of with either of the following:
- (i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.
- (ii) If the contractor or subcontractor has no address on the with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.
- (3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.
- (4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or ber regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.
- (k) Failure of the contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.
- (I) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.
- (m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work

performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Replace section 3-1.04, "CONTRACT AWARD," with:

3-1.04 CONTRACT AWARD

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within 60 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned.

Bid Protest: Any bidder submitting a bid to the County for this Project may file a protest of the County's proposed award of the contract for this Project, provided that each and all of the following are complied with:

- 1. The bid protest is in writing.
- 2. The bid protest is submitted to and received by the Daparment of Public Works, 825 E. Third Street., Room 147, San Bernardico, CA 92415 before 4:00 p.m. of the sixth (6th) business day following the bid opening. Failure to timely submit a written protest shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the right to protest. Untimely protests will not be excepted or considered.
- 3. The written bid protest shall set forth in detail, all grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis or such relief. Any grounds not set forth in the bid protest shall be deered waived. All factual contentions must be supported by competent, admissible and credible evidence. The bid protests shall include the name of the project manager and the name and Work Order number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

If a valid protest is timely hea and complies with the above requirements, the Department shall review and evaluate the bid potest. All bidders, including the protesting bidder, shall have three business days to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting bidder and state the Department's findings regarding the bid protest. The Department Director's decision shall be final, unless overturned by the Board of Supervisors.

Replace section 3-1.05, "CONTRACT BONDS (Pub Cont Code §§ 10221 AND 10222)," with:

3-1.05 CONTRACT BONDS

Both the payment bond and the performance bond shall be in a sum equal to the total contract amount. The bond provider must be an admitted surety insurer (Code of Civil Procedure section 995.311) authorized to do business in the State of California.

Delete section 3-1.07, "INSURANCE POLICIES." Delete section 3-1.08, "SMALL BUSINESS PARTICIPATION REPORT."

Delete section 3-1.11, "PAYEE DATA RECORD."

Delete section 3-1.13, "FORM FHWA-1273."

Replace section 3-1.18, "CONTRACT EXECUTION," with:

3-1.18 CONTRACT EXECUTION

The contract, along with the performance and payment bonds, copies of insurance policies, certificates of insurance, documents to verify any self-insurance coverage, and any other requested documents, shall be filled out appropriately and signed by the successful bidder and returned within <u>10 days</u> (excluding Saturday, Sunday and holidays) after receiving those documents for execution.

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract and file acceptable bonds as provided herein shall be just cause for the forfeiture of the proposal guaranty. The successful bidder may file with the County a written notice, signed by the bidder or the bidder's a thorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bid let to execute the contract and furnish acceptable bonds within the time hereinbefore prescribes.

Add section 3-1.20, "CONFLICT OF INTELES"," which reads:

3-1.20 CONFLICT OF INTEREST

Contractor shall make all reasonable efforts to enture that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect fit ancial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

Add section 3-1.21 ORMER COUNTY OFFICIALS," which reads:

3-1.21 FORMER COUNTY OF CIAL

Contractor must provide intermation on former San Bernardino County Administrative officials (as defined below) who are employed by or represent their business. The information provided must include a list of former County Administrative Officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business.

This information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of their business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the proposal being deemed non-responsive.

Add section 3-1.22, "SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM," which reads:

3-1.22 SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI & VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State of California and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

Add section 3-1.23, "REFERENCE CHECKS," which reads

3-1.23 REFERENCE CHECKS

Reference checks may be performed on the apparent low bidder, and if performed, the apparent low bidder shall be required to submit a list of references upon request.

Add section 3-1.23, "IRAN CONTRACTING ACT OF 2010, which reads:

3-1.23 IRAN CONTRACTING ACT OF 2010 (Public Contract Code section 2200 et seq.) (Applicable only to Contracts of One Million Dollars (\$1,000,000) or More):

In accordance with Public Contract Code section 2204(a), ne contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(a)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2 02.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in ccordance with Public Contract Code section 2205.



Add the following paragraph to Section 4-1.03, "WORK DESCRIPTION":

The work, in general, consists of mill and overlay existing asphalt pavement, upgrade non-ADA compliant ramps and doing other work appurtenant thereto.

Replace section 4-1.06A, "General," with:

4-1.06A General

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific

- differing conditions before the site is disturbed and before the affected work is performed.
- 2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- 4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

b. Suspensions of Work Ordered by the Engineer

- 1. If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- 2. Upon receipt, the Engineer will evaluate the contractor's request. If the Engineer agrees that the cost and/or time requires for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of such not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the Engineer's determination whether or not according to the contract is warranted.
- 3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- 4. No contract adjustment will be allowed under this clause to the extent that performant, would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

- The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- 2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the

- adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the Engineer may determine to be fair and equitable.
- 3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- 4. The term "significant change" shall be construed to apply only to the following circumstances:
 - a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

Replace "Change Order" at each occurrence in section 4-1.15, "CHANGES AND EXTRA WORK," with "Change Order or Contract Vinendments."

Delete section 4-1.07, "VA UF ENGINEERING."

5 CCNTROL OF WORK

.Delete the phrase "including ECPs" at the end of item 1.1 in the 7th paragraph of section 5-1.09A, "General."

Add to section 5-1 09A, "General," the following paragraphs:

The San Bernardino C unty will promote the formation of a "Partnering" relationship with the Contractor in order to electively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The County's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

Further, nothing contained in this provision shall be construed as creating a joint venture, partnership, or employment arrangement between the parties hereto, nor shall either party have the rights, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto.

Replace section 5-1.12, "ASSIGNMENT," with:

5-1.12 ASSIGNMENT

The performance of the Contract or any Contract part may be assigned only with prior written consent from the County. To request consent, submit your request in writing to the Department Engineer. The County does not consent to any requested assignment that would relieve you or your surety of the responsibility to complete the work or any part of the work.

If you assign the right to receive Contract payments, the County accepts the assignment upon the Engineer's receipt of a written request. Assigned payments remain subject to deductions and withholds described in the Contract. The Department may use withheld payments for work completion whether the payments are assigned or not.

Add to section 5-1.13A, "General," the following paragraphs:

Contractor must comply with section 5-1.13, "Subcontracting," of the Standard Specifications, Section 2, "Bidding" of these Special Provisions and Section 3, "Contract Award And Execution, Equal Employment Opportunity Program, Conflict Of Interest, And Forner County Officials" of these Special Provisions.

Each subcontract must comply with the Contract and any lewer to r subcontract that may in turn be made must comply with the Contract, including but not limited to Section 7, "Legal Relations and Responsibility to the Public," of these Special Provisions. Noncompliance shall be corrected. Payment for subcontracted work involved win se withheld from progress payments due, or to become due, until correction is made. It allows to comply may result in termination of the contract.

Pursuant to the provisions in Section 77.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

http://w.ww.dh.ca.gov/dir/Labor_law/DLSE/Debar.html.

Delete 5... 5-1.13B, "Disadvantaged Business Enterprises."

Delete section 5-1.13C, "Disabled Veteran Business Enterprises."

Delete section 5-1.13D, "Non-Small Businesses."

Add the following paragraphs to section 5-1.20B(1), "General":

A copy of the PLACs are included in these Special Provisions.

The contractor shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

CDFW personnel may enter the project site at any time to verify compliance with the Agreement.

Replace the phrase "3. Structure name and number, if any" in section 5-1.23A, "General," with "Project name, structure or road number."

Delete all of the paragraphs in section 5-1.27E, "Change Order Bills," with the exception of the 1st paragraph.

Add the following paragraphs to section 5-1.36A, "General":

High Risk Facility Notification:

Certain underground facilities exist that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 63 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

Replace 2nd paragraph of section 5-1.36A, "General," with:

Contractor must notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert of Southern California (USA) at 811 or 1-800-422-4133

Add the Ollowing paragraphs to section 5-1.36C(1), "General":

Attention is directed to other obstructions as follows:

AGENCY CONTACTS

The following utility/municipal agencies have facilities within the limits of the subject project:

AGENCY	CONTACT	ADDRESS / PHONE / CELL
AT&T	Marc Poole mp2763@att.com	(951) 359-2629
San Bernardino County Special Districts Department	Carlos Martinez carlos.martinez@sdd.sbcounty.gov	(909) 386-8821
	Steve Samaras @sdd.sbcounty.gov	(760) 962-1530

Southern California Edison	Doug Pendleton Douglas.pendleton@sce.com	7951 Redwood Avenue Fontana, CA 92336 (909)357-6581 / (909)251-9887 Emergency: (800) 611-1911
Southern California Gas-D	David Castellanos DCastellanos@socalgas.com	1981 W. Lugonia Avenue Redlands, CA 92374 (909) 335-7908 Emergency: (800) 427-2200
Southern California Gas Transmission	Mario Esquivel	(951) 845-0712
Spectrum	James Mock James.mock@charter.com	7337 Central Avenue Riverside, CA 92504 (951) 406-1627
West Valley Water District	Rosa Gutierrez rgutierrez@wvwd.org	P.O. Box 920 Rialto, CA 92377 (909) 875-1322 x 327

The initial written utility notification and preliminary plans were sent to utility agencies on August 26, 2021, and contact has continued at various times since.

UTILITY RELOCATIONS

The following utilities will be relocated:

<u>AGENCY</u>	APPROXIMATE DOCUTION	<u>DETAILS</u>
Any Agency	Throughout Project	 If necessary, Contractor shall provide1 working day window, per agency, during construction for unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if necessary.

UTILITY PROTECTION

Protection of the following utility facilities will require coordination with the contractor's operations:

AGENCY	APPROXIMATE LOCATION	<u>DETAILS</u>
AT&T	Underground facilities	Contractor to locate and
	located throughout project limits.	protect in place.
San Bernardino County	 Streetlight facilities located 	 Contractor to locate and
Special Districts Department	throughout project limits.	protect in place.
	 Various size sewer mains 	 Contractor shall mark
	and manholes located throughout	and cover all sewer
	project limits.	manholes prior to paving.
Southern California Edison	 12kV underground facilities 	Contractor to locate and
	located throughout project limits.	protect in place.
Southern California Gas-D	 Various size gas mains and 	Contractor to locate and
	valve cans located throughout	protect in place.
	project limits.	

Southern California Gas Transmission	Perilla Dr – Gas transmission line crossing north of Sycamore Creek Rd	 Contractor to locate and protect in place. Contractor to contact Mario Esquivel at (951) 845-0712 two weeks prior to construction to schedule standby representative.
Spectrum	Underground facilities located throughout project limits.	 Contractor to locate and protect in place.
West Valley Water District	 Various size watermains, valve cans, fire hydrants, and other appurtenant facilities located throughout project limits. 	 Contractor to locate and protect in place. Contractor to adjust valve cans to final grade.

HIGH RISK UTILITIES

The following utility facilities are "HIGH RISK" facilities:

AGENCY	LOCATION	DESCRIPTION
Southern California Gas	 Perilla Dr north of Sycap ore Creek Rd 	
Transmission	Creek Ru	Mario Esquivel at (951) 845-0712 two weeks prior
		to construction to
		schedule standby representative.

The contractor shall notify all listed utility empanies **two weeks** prior to start of work.

The contractor is to notify Undergound Service Alert at 1-800-227-2600, 48 hours prior to any construction operations in order for stillities to mark and identify locations of existing facilities.

Special precaution shall be taken by the Contractor to protect existing utilities that may not be noticeably visible while wirking in the road shoulder areas.

Throughout the project utility poles, fire hydrants, water meters, gas meters, water valves and gas valves will be located in the construction area. If applicable, the Contractor shall perform his grading operations around these and construct embankment using pneumatic tampers to achieve the required compaction.

The Contractor shall protect existing manholes in place and costs therefor shall be considered as included in the prices paid for pulverization, milling, removal of existing pavement, etc. No prior arrangements have been made with utility owners to lower, raise, or otherwise adjust existing manholes. It is the Contractor's responsibility to make such arrangements and adjustments, at no additional cost to the Department. Where utility owners do not participate in such arrangements, and finished grade of proposed pavement is above existing manholes, said manholes shall be marked and paved over.

The Contractor shall protect existing valve cans in place and adjust those that are adjustable to finished grade during paving operations. The Contractor shall be solely responsible for coordinating valve can adjustments with utility owners, at no additional cost to the

Department. Where valve cans cannot be adjusted, and utility owners do not participate in coordinating adjustments, and finished grade is above existing valve cans, said valve cans shall be marked and paved over.

During construction operations, all County-owned signs shall be relocated to clear the way for the Contractor's operations. When construction is complete, the County-owned signs shall be installed in final position as designated by the Engineer.

Existing guideposts (paddles) that interfere with construction shall be removed and disposed of.

All existing sprinklers in conflict with construction shall be relocated, removed and/or capped to clear construction.

If required during construction operations, existing mailboxes shall be moved as necessary to clear the way for the Contractor's operations, but at all times shall be accessible for delivery. During construction the mailboxes shall either be installed on posts set in the ground or they may be installed on temporary supports approved by the Engine.

The space around the posts and post concrete anchors shall be backfilled with suitable earthy material. The backfill material shall be placed in layers across a foot thick and each layer shall be moistened and thoroughly compacted to a relative compaction of not less than 90 percent.

The face of mailbox shall be within 0 to 6 inches it im face of curb, asphalt concrete dike or edge of pavement.

Surplus removed materials shall be disposed of outside the highway right-of-way in accordance with Section 14-10, "Solice Waste Disposal and Recycling" of the Standard Specifications. Attention is directed to prevailing wage provisions pertaining to hauling "trash" and/or "recyclable" materials.

Contractor shall salvage and reuse existing mailboxes, newspaper boxes, posts and mounts.

When construction is complete the mailboxes shall be installed in final position and posts shall be in a buried concrete and or of minor concrete or commercially available posthole concrete not less than 6 inches in width from the outside of post and 1.5 feet in depth from the finished ground surface.

Contractor shall replace in kind existing mailboxes. Existing newspaper boxes, posts and mounts shall be salvaged and reused.

New mailboxes shall be fastened to the existing posts and mounts.

Replaced existing mailboxes shall become the property of the Contractor and shall be disposed of.

When construction is complete the mailboxes shall be installed in final position and posts shall be in a buried concrete anchor of minor concrete or commercially available posthole concrete not less than 6 inches in width from the outside of post and 1.5 feet in depth from the finished ground surface.

Contractor shall replace in kind existing mailboxes, newspaper boxes, posts and mounts.

Replaced existing mailboxes, newspaper boxes, posts and mounts shall become the property of the Contractor and shall be disposed of.

When construction is complete the mailboxes shall be installed in final position and posts shall be in a buried concrete anchor of minor concrete or commercially available posthole concrete not less than 6 inches in width from the outside of post and 1.5 feet in depth from the finished ground surface.

The contract unit price paid to remove and cap sprinklers shall be included in the **various contract items of work** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary in relocating the sprinklers, complete in place, and disposing of surplus material and no additional compensation will be allowed therefor.

Full compensation for conforming to the requirements of this section, not otherwise provided for, including furnishing all labor, materials, tools, equipment and including including utility adjustments to grade, providing utility windows and coordination, and for doing all work involved shall be considered as included in the contract prices part or the various items of work and no additional compensation will be allowed there ore

Replace the 3rd paragraph of section 5-1.36C(3), "Nonhighy ay Facility Rearrangement," with:

Supplemental Work – The rearrangement of utilitie is anticipated work within the scope of the project.

Supplemental Work - Utilities consists of rearranging the <u>(currently none)</u>. If other necessary underground infrastructure rearrangement is not described in the Contract, the Engineer may order you to perform the work. This other earrangement is change order work.

The exact location and depth of the (currently none) is not known. It is anticipated that (currently none) may be damaged by Contractor's operations.

Additional work falling within the scope and character of the existing contract items is considered as normal to the process of construction and is addressed under section 4-1.05, "Changes and Extra Work, of the Standard Specifications.

If the Contractor is delayed in the completion of the contract work as a direct result of the work described under Supplemental Work - Utilities, Contractor must submit a request for information (RFI) to request a delay-related time adjustment. The County may make a time adjustment under Section 8-1.07B, "Time Adjustments," of the Standard Specifications. The County does not make a payment adjustment for delays in the completion of the contract work as a direct result of the work described under Supplemental Work – Utilities.

Payment for Supplemental Work – Utilities is calculated under section 9-1.04, "Force Account," of the Standard Specifications and is cumulative over the duration of the contract.

Bidders must include the Contract Amount printed on the Bid Sheet in the proposal for "Supplemental Work - Utilities" as their bid for this contract item. The amount shown is purely arbitrary and no guarantee is given or implied that any payments will be made.

Delete section 5-1.39C (2), "Plant Establishment Period of 3 Years or More."

Revise the phrase "2. Bar to arbitration (Pub Cont Code § 10240.2)" in the fourth paragraph of section 5-1.43A, "General," with:

Bar to pursue the claim in a court of law.

Replace section 5-1.43E, "Alternative Dispute Resolution," with the following: 5-1.43E Dispute Resolution for Claims subject to Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and/or 20104.6.

Claims between the County and the Contractor shall be resolved in accordance with Public Contract Code section 9204 (which is a new law and applies to all public works contracts entered on or after January 1, 2017), as well as Public Contract Code sections 20104, 20104.2, 20104.4 and 20104.6 (if applicable), provided, however, that Public Contract Code section 20104.2(a) shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the County of such claim or extend the time for giving of such notice as provided in the Contract Documents. The entire text of Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and 20104.6 is incorporated berd in and found at the end of these Special Provisions.

Please note that pursuant to Public Contract Code section 92 4(c)(1), a "claim" means the following:

a separate demand by a contractor sent by redistered mail or certified mail with return receipt requested, for one or more of the following: (A) A time extension, including, without limitation, for relief from dan ages or penalties for delay assessed by a public entity under a contract for a public works project. (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled. (C) Payment of an amount that is disputed by the public entity.

Add section 5-1.43G, "Civil Action," which reads:

5-1.43G Civil Action

Any dispute which cannot be resolved between the Parties by first following the applicable and required potential claims and dispute resolution provisions stated in this section 5-1.43, may then be resolved through litigation in a court of competent jurisdiction of the State of California. MMPORTANT: BEFORE CONTRACTOR MAY FILE A LAWSUIT AGAINST COUNTY, CONTRACTOR SHALL FIRST COMPLY WITH THE GOVERNMENT CLAIMS ACT, CALIFORNIA GOVERNMENT CODE SECTION 900 ET SEQ., INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENT THAT CONTRACTOR PREPARE AND FILE A TIMELY CLAIM THAT SATISFIES THE GOVERNMENT CLAIMS ACT WITH THE FOLLOWING COUNTY DEPARTMENT:

San Bernardino County

Risk Management Division

222 W. Hospitality Lane, 3rd Floor

San Bernardino, California 92415-0016

A copy of the County's standard claim form may be accessed at the Risk Management Division during normal business hours, or may be downloaded at http://countyline.sbcounty.gov/riskmanagement/content/forms/claim_against_county.pdf.

Venue for any such litigation concerning this Project or Agreement shall be in the Superior Court of California, San Bernardino County, San Bernardino District and Contractor agrees to incorporate this provision into all subcontracts.

Each Party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Contract, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

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6 CONTROL OF MAJERIALS

Delete section 6-104, "JUY AMERICA."

Add the following paragraph to section 6-1.01, "GENERAL":

Contractor must comply with Section 6, "Control of Materials," of the Standard Specifications and these Special Provisions

Add the following paragraph to section 6-2.01, "GENERAL":

All materials required to complete the work under this contract shall be furnished by the Contractor.

Replace section 6-2.01C, "Authorized Material Lists," with:

6-3.05K Prequalified And Tested Materials For Traffic Control Devices

Contractor must comply with section 6-3.02, "SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION," of the Standard Specifications and these Special Provisions.

The Department maintains a trade name list of approved prequalified and tested signing and delineation materials and products. Approval of prequalified and tested products and materials shall not preclude the Engineer from sampling and testing any of the signing and delineation materials or products at any time. Contractor may use a product that is equal to or better than the specified brand or trade name if authorized.

Materials and products will be considered for addition to said approved prequalified and tested list if the manufacturer of the material or product submits to the Traffic Division a sample of the material or product. The sample shall be sufficient to permit performance of all required tests.

Approval of such materials or products will be dependent upon a determination as to compliance with the specifications and any test the Department may elect to perform.

Said list of approved prequalified and tested signing and delineation materials and products cover the following traffic control devices:

MATERIAL

Pavement markers, reflective and non-reflective Temporary pavement markers
Striping and pavement marking tape
Flexible delineators and markers
Channelizers
Sign sheeting materials
Railing and barrier delineators
Traffic cones and reflective cone sleeves

A certificate of Compliance shall be furnished as specified in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications for signing and delineation products. Said certificate shall also certify that the signing and delineation product conforms to the prequalified testing and approval of the Department of Public Works, Traffic Division and were manufactured in accordance with the approved quality control program.

The Approved Prequalified and Tested Signing and Delinear in Materials (also referred to as the "Authorized Materials List" or "Pre-Qualified Products List") are as follows:

PAVEMENT MARKERS, PERMANENT TYPE

Reflective pavement markers:

Apex (4x4)
Ray-O-Lite, Models SS, RS, and A A (4x4)
Stimsonite 88 (4x4)

Reflective pavement markers with a rasion resistant surface:

Stimsonite 911 (4x4)
Stimsonite 944 SB (2x4) - formerly model 947
Stimsonite 948 (2.xx4.x)

Non-reflective pavement and ers for use with epoxy or bituminous adhesive:

Apex Universal, Camic
Ferro Corporation, Permark (ceramic)
Highway Ceramics Inc., Ceramic
Safety Signs Inc. "Safety Dot" Model SD4 (Polyester)
Traffic Control Signs Co., Titan, TM40WY (Polyester)

Non-reflective pavement markers for use only with bituminous adhesive:

Edco, Models A 1107, AY 1108 (ABS) Valterra Products - P20-2000W and P20-2001Y (ABS)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary pavement markers for long-term day/night use (6 months or less):

Astro Optics Model TPM (4x4)

Flex-O-Lite Model RCM (4x4)

Stimsonite 66 (4x4)

Stimsonite 66GB (Grabber Bottom) (4x4)

Swareflex 35573558 (4x4)

Temporary pavement markers for short-term day/night use (14 days or less):

Astro Optics Model TPM (4x4)

Davidson T.O.M. (Flexible)

Flex-O-Lite Model (RCM) (4x4)

Stimsonite Model 66 (4x4)

Stimsonite 66GB (Grabber Bottom) (4x4)

Swareflex Model 30023004 (4x4)

Swareflex Model 35573558 (4x4)

Valterra Products 12801281 Series (Flexible)

3M Scotch-Lane A200 Pavement Marking System

Temporary pavement markers for short-term day/night use 14 days and less) at seal coat locations:

Davidson T.R.P.M. with Reflexite PC-1000 Speeing

Valterra Products - 12801281 Series with Relevan PC-1000 Sheeting

STRIPING AND PAVEMENT MARKING MATERIA. PERMANENT

Permanent traffic striping and pavement marking tare:

Brite-Line Series 1000

Swarco Industries "Director",

3M Stamark Brand Pliant To mer Grade Series 5730

3M Stamark Brand Bisymmetric 1.75 Grade Series 5750 (For use on low-volume roadways only)

Temporary removable constitution grade striping and pavement marking tape:

Advanced Train and ATM Series 200

3M Stamark Brank Detour Grade, Series 5710

Swarco Industries "Director 2"

Temporary non-removable construction grade striping tape:

3M Scotch Lane Brand Construction Grade, Series 5160

ROADSIDE DELINEATORS

One-piece drivable flexible type (48")

All West Plastics "Flexi-Guide 400"

Carsonite Curve-Flex CFRM-400

Carsonite Roadmarker CRM-375

FlexStake H-D

Polyform, Inc., "Vista-Flex"

Non-drivable flexible type (48") (For special use only)

Carsonite "Impactor" with 18" soil anchor

Carsonite "Survivor" with 18" U-Channel anchor

Safe-Hit with 8" pavement anchor (SH248-GPR and SHAI-08-PI)

Safe-Hit with 15" soil anchor (SHA5-15C-GL)

Safe-Hit with 18" soil anchor (SH248-GPR and SHA#-18C-PL)

Uticom, U-Post, Series 1200 (Formerly Dura-Hit Mod. PC-5049)

Surface mount flexible type (48")

FlexStake Surface Mount H-D

CHANNELIZERS

Surface mount type (36")

Carsonite "Survivor" Model SMD-353

Carsonite "Super Duck" (Flat SDF-436)(Round SDR-336)

Carsonite Super Duck II "The Channelizer"

FlexStake Surface Mount H-D

The Line Connection "Dura-Post"

Repo, Models 300 and 400

Safe-Hit Guide Post with glue down base (SH236SNA)

TRAFFIC CONES

Highway Safety Products 28"

Radiator Specialty Company 28"

Roadmarker Company "Stacker" 42'

Bent Manufacturing Co., "T-Top" 4

TYPE "K" OBJECT MARKER (18")

Carsonite Models SMD 615 and SMD 615-A

Repo. Models 300 and 400

Safe-Hit Model SH718

TYPE "K-4" OBJECT MARKER (24")

Carsonite, Super Duck I

The Line Connection, "Dura-Post"

Repo. Models 300 and 400

Safe-Hit

CONCRETE MEDIAN BARRIER DELINEATOR

Impactable Type

All West Plastics "Flexi-Guide 235"

Duraflex Corp. "Flexi 2020"

Davidson Portable Concrete Barrier Marker (PCBM-12)

Reflexite Barrier Mount Delineator (Mod. 661-662)

Non-impactable Type

Astro-Optics JD Series

Stimsonite 967

BARRIER DELINEATOR (16" GLUE DOWN TYPE)

Safe-Hit

GUARDRAIL DELINEATOR (27" NAIL ON TYPE)

Carsonite Guardrail Delineator Post (CFGR 427) Safe-Hit 27-inch Guardrail Delineator All West Plastics "Flexi-Guide" 327

METAL BEAM GUARDRAIL DELINEATOR

Duraflex Corp. "Railrider"

REFLECTIVE SHEETING FOR TEMPORARY CHANNELIZERS, DELINEATORS AND TRAFFIC CONES

3M High Intensity

Reflexite PC 1000 (Metalized Polycarbonate)

Reflexite AP-1000 (Metalized Polyester)

Seibulite ULG (Ultralite Grade)

SIGNING MATERIALS –The following Retro-reflective Streting Materials are Acceptable for use on County Maintained Road System Signs:

Regulatory Signs (Exclude STOP signs and Parking Signs):

T6500, ASTM D 4956-01, Type IV.

Stop Signs:

DG3, ASTM D 4956-09, Typ X

Warning Signs (Exclude School Signs):

T6501, ASTM D 4957-01, Typ IV.

School Warning Signs:

FYG, ASTM I 4956 01, Type IX.

Guide Signs:

T6501, ASTIVE 4956-01, Type IV.

Construction Signs:

FDG, ASTM D 4956-01, Type IX.

Signs Utilizing Super Engineering Grade (e.g. No Parking Sign):

ASTM D 4956-01, Type II

Signs Utilizing Engineering Grade:

ASTM D 4956-01, Type I

SIGNING MATERIALS LEGEND:

ASTM = American Standard for Testing Materials

DG = Diamond Grade

LDP = Long Distance Performance

FDG = Fluorescent Diamond Grade

FYG = Fluorescent Yellow Green

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add the following paragraphs to section 7-1.02l(2), "Nondiscrimination":

Contractor must comply with section 7-1.02I (2), "Nondiscrimination" of the Standard Specifications, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein.

During the term of the Contract, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI & VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State of California and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter exact of Contractor shall include the nondiscrimination and compliance provisions of this paragraph in all subcontracts to perform work under the contract.

Replace the 2nd and 3rd paragraph of section 7-1.02K (2), "Wages," with:

Pursuant to section 1773 of the Labor Core, the general prevailing rates of wages in the San Bernardino County have been determined and are listed in the State of California Department of Industrial Relations Director's General Prevailing Wage Determinations (https://www.dir.ca.gov/OPRL/DPrewageDetermination.htm). In addition, these wages are set forth in the General Prevailing Wage Rates included in these Special Provisions. The Contractor and subcontractors shall not pay less than the prevailing wage. Copies of the prevailing wage rates are also could at the San Bernardino County Department of Public Works Contracts Division of the Contractor identified above) and shall be made available to any interested party on request. A copy of the determination of the Director of prevailing rate of per diem wages shall be posted at each job site. More specifically, the Contractor shall post the general prevailing wage rates at a prominent place at the job site (Labor Code section 1773.2).

Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Contractor shall post the general prevailing wage rates at a prominent place at the job site (Labor Code section 1773.2).

LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION: Contractor shall comply with Labor Code section 1771.1, including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only

under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

As provided in Labor Code section 1771.1:

- (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- (b) Notice of the requirement described in subdivision (a) Shar be included in all bid invitations and public works contracts, and a hid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.
- (c) An inadvertent error in listing a subcontration who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid natires, ansive, provided that any of the following apply:
- (1) The subcontractor is registered prior to the bid opening.
- (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
- (3) The subcontractor is placed by another registered subcontractor pursuant to Section 410. This Public Contract Code.
- (d) Failure by a structor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.
- (e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.
- (f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.
- (g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work

contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

- (h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).
- (2) The Labor Commissioner shall use the same status ds specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty in assess, and may waive the penalty for a first time violation that was inincentional and did not hinder the Labor Commissioner's ability to monitor and elforce compliance with the requirements of this chapter.
- (3) A higher tiered public works contractor of supcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.
- (4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).
- (i) The Labor Contin signer or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.
- (j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

- (2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:
- (A) Manual delivery of the order to the contractor or subcontractor personally.
- (B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:
- (i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.
- (ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.
- (3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.
- (4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have you go but for the work stoppage, not to exceed 10 days.
- (k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.
- (I) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.
- (m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

LABOR CODE REQUIREMENTS FOR ENTITIES HAULING OR DELIVERING READY-MIXED CONCRETE: Adherence to the prevailing wage requirements found in Labor Code section 1720.9 for the hauling and delivery of ready-mixed concrete is required. This includes, but is not limited to, a requirement for the person or entity that delivers ready-mixed concrete to

register with the Department of Industrial Relations (DIR) as specified in Labor Code section 1725.5. For more information, please see the DIR website: http://www.dir.ca.gov/.

Replace the paragraphs in section 7-1.02K (3), "Certified Payroll Records (Labor Code § 1776)," with the following:

Keep accurate payroll records.

Submit a copy of your certified payroll records, weekly, including those of subcontractors. Include:

- 1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and west
 - 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
 - 1.7. Pay rate
 - 1.8. Itemized deductions made
 - 1.9. Check number issued

2. Apprentices and the apprentice-to-jou never attio

Each certified payroll record must include a Statement of Compliance form signed under penalty of perjury that declares:

- 1. Information contained in the payrol record is true, correct, and complete
- 2. Employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or has employees on the public works project
- 3. Wage rates paid are at hast-mose required by the Contract

The Department allows the use of a form with identical wording as the Statement of Compliance form provided by the Department.

Submitted certified payrolls for hauling and delivering ready-mixed concrete must be accompanied by a written time record. The time record must include:

- 1. Truck driver's full name and address
- 2. Name and address of the factory or batching plant
- 3. Time the concrete was loaded at the factory or batching plant
- 4. Time the truck returned to the factory or batching plant
- 5. Truck driver's signature certifying under penalty of perjury that the information contained in this written time record is true and correct

Make certified payroll records available for inspection at all reasonable hours at your main office on the following basis:

- 1. Upon the employee's request or upon request of the employee's authorized representative, make available for inspection a certified copy of the employee's payroll record.
- 2. Refer the public's requests for certified payroll records to the Department. Upon the public's request, the Department makes available for inspection or furnishes copies of your certified payroll records. Do not give the public access to the records at your main office.

Make all payroll records available for inspection and copying or furnish a copy upon request of a representative of the:

- 1. Department
- 2. Division of Labor Standards Enforcement of the Department of Industrial Relations
- 3. Division of Apprenticeship Standards of the Department of Industrial Relations

Furnish the Department the location of the records. Include the street address, city, and county. Furnish the Department a notification of a location and address change within 5 business days of the change.

Comply with a request for the records within 10 days after you receive a written request. If you do not comply within this period, the Department withherds from progress payments a \$100 penalty for each day or part of a day for each worker until you comply. You are not assessed this penalty for a subcontractor's failure to comply with Labor Code § 1776.

The Department withholds from progress rayment for delinquent or inadequate records (Labor Code § 1771.5). If you have not subnitted an adequate record by the month's 15th day for the period ending on or before the 1st of that month, the Department withholds up to 10 percent of the monthly progress estimate exclusive of mobilization. The Department does not withhold more than \$10,000 or less than \$1,000.

Certified payroll records are required to be submitted weekly to the Engineer during the term of construction.

Contractor and subconfactors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) pursuant to Labor Code section 1771.1 identified herein.

Failure to meet the requirements above will subject the contractor to sanctions/withholding of contract payments as allowed by law for any delinquent or inadequate certified payroll records. Payroll violations are required to be reported to the State of California and/or federal government.

Add the following paragraph to section 7-1.02K (5), "Working Hours":

The normal construction working hours are 7:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays. The Contractor must request and receive prior written approval (at least 24 hours in advance) from the Engineer to work beyond or outside of these normal working hours. If the Contractor works beyond or outside of these normal working hours without requesting and receiving prior written approval from the Engineer, then any overtime or other

costs incurred by the County (for example, County inspector costs) resulting from the Contractor's working beyond or outside of these normal working hours may be deducted from the progress payments that are due the Contractor. The County's decision to approve or disapprove the Contractor working beyond or outside of the normal working hours is at the sole discretion of the Engineer.

Replace items 1, 3 and 4 in the list in the 22nd paragraph of section 7-1.04, "PUBLIC SAFETY." with:

- 1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane except:
 - a. Trenches less than 1-foot wide for irrigation pipe or electrical conduit, or excavations less than 1-foot in diameter;
 - b. Excavations parallel to the lane for the purpose of pavement widening or reconstruction; and/or
 - c. Excavations within temporary traffic control zones that of not extend beyond a single daylight period, for these zones alternative barrier systems should be considered.
- 3. Storage areas: When material or equipment is stored within 12 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
- 4. Height differentials: When construction operations create a height differential greater than 1 foot within 15 feet of the edge of treffic ane

Add the following sentences to the 17th paragraph of section 7-1.04, "PUBLIC SALETY:

Do not move or temporarily suspend arkining over pedestrians unless the pedestrians are protected. The Contractor must funish, e.ect and maintain those fences, Type K temporary railing, barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public, especially pedestrians who travel through the work zone area. Where no other means of pedestrian passage through construction area is available, the Contractor must provide detours for pedestrian travel. A drawing or the proposed pedestrian detour with all signage, barricades, fencing, delineators, e.g. as necessary for safe pedestrian travel through or around the work zone area must be submitted to the Engineer as part of the Traffic Control Plan as specified in the Traffic Control System section of these Special Provisions.

Replace the 23rd paragraph of section 7-1.04, "PUBLIC SAFETY," with:

Where lanes are adjacent to the area where the work is being performed or equipment is operated, including shoulders, the adjacent lane must be closed under any of the following conditions unless otherwise provided in the Standard Specifications and these Special Provisions:

- 1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 miles per hour
- 2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 miles per hour

Add the following sentences to the 25th paragraph of section 7-1.04, "PUBLIC SAFETY":

Type K temporary railing must conform to the provisions in Section 12-3.08, "Type K Temporary Railing," of the Standard Specifications. Type K temporary railing, conforming to the details shown on Standard Plans T3A and T3B or approved equal by the Engineer may be used.

The locations of Type K temporary railing shall be shown on Traffic Control Plans for review and approval by the Engineer. The Contractor must comply with the Traffic Control System section elsewhere in these Special Provisions.

Contractor may propose to the Engineer an alternative to the use of Type K temporary railing and/or crash cushions in areas where the use of these devices is anticipated to be for a relatively short period of time but no more than five working days. Approval of the Engineer for the use of the proposed alternatives shall not relieve the contractor from being solely responsible for any damages resulting from the use of these alternatives in accordance with section 7-1.05A "General" of these Special Provisions.

Reflectors on Type K temporary railing must conform to the provisions in "Prequalified and Tested Materials for Traffic Control Devices" of these Special Provisions. Temporary crash cushion modules must conform to the specifications in section 12-3.15, "TEMPORARY CRASH CUSHION MODULE" of the Standard Specifications

Add the following paragraph between the 26th and 27th paragraphs of section 7-1.04, "PUBLIC SAZET":

Open trenches left open overnight must be protected by Type K temporary railing or other approved temporary traffic barrier as determined by the Engineer.

Replace section 7-1.05A, "General," with:

7-1.05A General

Indemnification - To the una extent possible permitted by law, Contractor assumes liability for and agrees, at the actor's sole cost and expense, to promptly and fully indemnify, defend (with counsel Nasonably approved by County) (even if the allegations are false, fraudulent, or groundless), and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from and against any and all claims (including claims against the County seeking compensation for labor performed or materials used or furnished to be used in the work or alleged to have been furnished on the project, including all incidental or consequential damages resulting to the County from such claims), allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, demands, losses, costs, damages, judgments, liens, stop notices, penalties, anticipated losses of revenue and/or liability, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses) arising out of, resulting from, or in any way (either directly or indirectly) related to the contract, the work, the project or any breach of the Contract by Contractor (or any of its officers, agents, employees, subcontractors, or any person performing any of the work, or from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of

the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Indemnitee's "passive" negligence but does not apply to the Indemnitee's "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code section 2782 provided such "active" negligence or "willful misconduct" is determined by agreement of the parties or by findings of a court. In instances where an Indemnitee's "active" negligence accounts for only a percentage of the liability for the claim involved, the obligation of the Contractor will be for that entire percentage of liability for the claim not attributable to the "active" negligence or "willful misconduct" of the Indemnitees. The County shall be consulted with regard to any proposed settlement.

The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any claim from the County. The Contractor's obligation to defend the County shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. The any to defend shall apply whether or not a claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any claim. The Contractor shall respond within thirty (30) calendar days to the tender of any claim for defense and/or indemnity by the County, unless the County agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured, and experienced legal counsels a ceptable to the County Counsel.

It is the intent of the parties to the Contact bat the Contractor and its subcontractors of all tiers shall provide the Indemnitees with be broadest defense and indemnity permitted by law. In the event that any of the defense, indemnity, or hold harmless provisions are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

Contractor shall entered written subcontract agreement, that each of Contractor's subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to all claims arising out, in connection with, or in any way related to each such subcontractor's work in the same manner in which Contractor is required to protect, defend, indemnify, and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from its subcontractors as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Section.

Contractor's indemnification and defense obligations set for in this Section are separate and independent from the insurance requirements and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance requirements. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations.

Contractor's obligations under this Section are binding on Contractor's and its subcontractors' successors, heirs and assigns and shall survive the completion of the work or termination of the Contractor's performance of the work.

Replace section 7-1.06 with:

7-1.06 INSURANCE

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the <u>San Bernardino County</u> (a separate, legal public entity), and the <u>San Bernardino County Flood Control District</u> (a separate, legal public entity), collectively referred to in this section as the County, and all of their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder.

The additional insured endorsements shall not limit the scope of coverage for the County as well as any other entities named herein to vicarious liability but shall allow coverage for the County as well as any other entities named herein to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 201011 85.

<u>Waiver of Subrogation Rights</u> – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors, as well as any other entities named herein. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waive all rights of subrogation against the County as well as any other entities named herein.

<u>Policies Primary and Non-Controutory</u> —All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County or any other entities than ad herein.

<u>Severability of Interests</u> - The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclice accurage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declarations page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

<u>Acceptability of Insurance Carrier</u> – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and must have a minimum Best's Insurance Guide rating of "A-" and minimum Financial Size Category of "VII" according to A. M. Best Company, Inc., website http://www.ambest.com/.

<u>Deductibles and Self-Insured Retention</u> – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

<u>Failure to Procure Coverage</u> – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review — Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements, whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor a rees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Sounty to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

The Contractor agrees to provide insurface set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits a school:

Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal Law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

<u>Commercial/General Liability Insurance</u> – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing

coverage for bodily injury and property damage with minimum combined single limits, per occurrence, as follows:

CONTRACT AMOUNT	MINIMUM COVERAGE
Less than \$1,000,000	\$1,000,000
\$1,000,000 to \$3,000,000	\$3,000,000
\$3,000,000 to \$5,000,000	\$5,000,000
Over \$5,000,000	\$10,000,000

The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury.
- (f) Contractual liability.
- (g) Two million dollars (\$2,000,000) general aggregate limit,

<u>Automobile Liability Insurance</u> — Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have minimum combined single limit for bodily injury and property damage, per occurrence, as follows:

CONTRACT AMOUNT	MIN MUM COVERAGE
Less than \$1,000,000	\$1,000,000
\$1,000,000 to \$3,000,000	\$3,000,000
\$3,000,000 to \$5,000,0 0	\$5,000,000
Over \$5,000,000	\$10,000,000

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability solicy shall have a combined single limit of two million dollars (\$2,000,000) for body injury and property damage per occurrence.

If the Contractor owns no arros, non-owned auto endorsement to the General Liability policy described above is acceptable.

<u>Umbrella Liability Insura. Ce</u> An umbrella (over primary) or excess policy may be used to comply with limits or their primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a 'dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

<u>Course of Construction/Installation Property Insurance</u> – A policy providing all risk, including theft coverage for all properties and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

<u>Continuing Products/Completed Operations Liability Insurance</u> – A policy with a limit of not less than five million dollars (\$5,000,000) for each occurrence for at least three years following substantial completion of the work on projects over one million dollars (\$1,000,000).

<u>Subcontractor Insurance Requirements</u> – The Contractor agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the basic requirements and the insurance specifications for all contracts as delineated herein, (including waiver of subrogation rights) and naming the County as well as any other entities

named herein as additional insureds. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

Delete section 7-1.07B, "Seal Coat Claims."

Delete section 7-1.11, "FEDERAL LAWS FOR FEDERAL-AID CONTRACTS."

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Replace section 8-1.02, "SCHEDULE" with:

8-1.02 PROGRESS SCHEDULE

After contract award, and prior to construction, the Contractor shall submit to the Engineer a baseline progress schedule as part of the pre-construction submittals. The Contractor shall furnish the schedule in both printed and electronic (Microsoft Excel or equivalent) format. If the Contractor cannot furnish the schedule in Microsoft Excel format, then another format approved by the Engineer shall be used. The schedule shall show the construction activities (including the controlling activity(ies)), order in which the Contractor proposes to carry out the work, the dates on which the Contractor will start the several salient features of the work (including procurement of materials, plant, and equipment), and the contemplated dates for completing those salient features. The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.

Progress schedule updates are also required to be submitted during construction, within 10 working days of the Engineer's written request. Failure of the Contractor to submit progress schedule updates within the required time frame may result in the vithholding of progress payments.

Replace 1st paragraph of section 8-1.03, "PRECONSTRUCTION CONFERENCE," with:

After contract award, and prior to construction, a pre-construction conference / meeting will be held at a time and location determined by the Engineer, for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, utilities, submittain and all essential matters pertaining to the prosecution of and the satisfactory completion on the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

Remice 8-1.04A, "General," with:

8-1.04A General

After contract award, and prior to the pre-construction conference, the Engineer will issue a Notice to Proceed with submittals to the Contractor, and the Contractor shall then begin submitting all required submittals necessary to begin work, as listed below. Failure to provide the required submittals within the time frame specified in the Notice to Proceed with Submittals may subject the Contractor to being charged working days for each and every day after the submittal due date.

Prior to construction, the following submittals are required:

- 1. Approved baseline progress schedule
- 2. Approved Statement of Compliance with Sections 1509 and 1510 of the CalOSHA Construction Safety Orders
- 3. Approved Fire Safety Plan
- 4. Approved Notice to Residents, in English and Spanish
- 5. Approved Notice of Materials to be Used
- 6. Approved Subcontracting Request
- 7. Approved Staging Area

- 8. Approved Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP)
- 9. All other required environmental submittals.
- 10. Approved Traffic Control Plan
- 11. Valid proof of approved permits, if applicable
- 12. List of personnel assigned to the project
- 13. Emergency contact list
- 14. List of Equipment to be Used, which will include a description of each piece of equipment, the name and model number of each piece of equipment, and a unique ID number for each piece of equipment, which will be stenciled on each piece of equipment.
- 15. Any other pre-construction submittals deemed necessary by the Engineer.

Replace 8-1.04B, "Standard Start," with.

8-1.04B Standard Start

After the pre-construction conference and prior to construction, the Engineer will issue the Notice to Proceed with Construction to the Contractor. The confractor shall begin construction work <u>within 15 days</u> (excluding Saturdays, Supplys, and holidays) after the Notice to Proceed with Construction. The Notice to Proceed with Construction is at the sole discretion of the County. The First Working Day Designated will be the date of the Notice to Proceed with Construction or the date of beginning construction work, whichever is later. In no case will the First Working Day Designated be later than <u>5 days</u> after the Notice to Proceed with Construction, excluding Saturdays, Surdays, and holidays. The Department does not adjust time for starting before the First Working Lay.

The Contractor shall diligently pussecute the work to completion before the expiration of

FQR'Y-FIVE (45) WORKING DAYS

starting with the First Working Day Designated. (Refer to the definition of "Working Day" in section 1-1.07B of the e Special Provisions.) However, as provided in section 8-1.04A, the failure by Contractor to provide the required submittals identified in the Notice to Proceed with Submittals within the time frame specified in the Notice to Proceed with Submittals may subject the Contractor to being charged working days for each day and every day after the submittal due date.

Replace 8-1.10A, "General", with:

8-1.10A General

The Department specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

FOUR THOUSAND DOLLARS

(\$4,000) PER DAY

for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

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9 PAYMENT

Replace section 9-1.02C, "Final Pay Item Quantities," with:

9-1.02C Final Pay Items

When an item of work is designated as (F) or (S-F) in the Bid Shert the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, for the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor structures in Section 51-7.01D, "Fayment." If a final pay item is eliminated, the estimated quantity for the item will be eliminated by the amount represented by the eliminated portion of the item of work.

Delete Section 9-1.02D, "Quantities of Aggregate and Other Roadway Materials."

Delete the 11th, 12th, 13th, and 14th paragraphs in section 9-1.03, "PAYMENT SCOPE."

Replace the reference in the 16th paragraph to "Pub Cont Code §§ 10262 and 10262.5" in section 9-1.03, "PAYMENT SCOPE," with "Business and Professions Code section 7108.5."

Delete section 9-1.07 "PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS."

Add the following paragraphs to section 9-1.16, "PROGRESS PAYMENTS":

PAYMENTS – Attention is directed to the provisions in this Section 9-1.16, "Progress Payments," and Section 9-1.16E, "Withholds," of the Standard Specifications and these Special Provisions.

County and Contractor acknowledge and agree that Public Contract Code section 7201 applies to all contracts entered into on or after January 1, 2012, between a public entity and an original contractor, between an original contractor and a subcontractor, and between all subcontractors thereunder relating to the construction of any public work of improvement. Pursuant to Public Contract Code section 7201 the County will retain 5% of the payments made to Contractor and total retention proceeds withheld by County shall not exceed 5% of

the contract price. However, this limitation does not apply to amounts retained by County in the event of a good faith dispute or as required by law. Contractor shall also comply with Public Contract Code section 7201 in its retention of payments/contract amount to subcontractors.

The retention will be held for 35 days following the recordation of the Notice of Completion, at which time the County Auditor will issue a warrant for the withheld funds.

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other banking account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

Contractor may upon written request, and at their expense deposit substitute securities found in Government Code section 16430 as authorized by the Public Contract Code section 22300 in lieu of retention monies withheld to insure performance.

Partial payment for materials that are furnished but are not incorporated in the work may be made to the Contractor at the sole discretion of the Engineer.

The provisions of Public Contract Code section 20104.50, cited hamedately below and at the end of these Special Provisions, dealing with the modification, per unance, and payment of public works contracts are incorporated herein.

20104.50.

- (a)(1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can mean their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern. (2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any pusiness in the private sector which may contract for services should look towards for guidance.
- (b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- (c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:
- (1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A

request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

- (d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision €.
- (e) For purposes of this article:
- (1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.
- (2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.
- (3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.
- (f) Each local agency shall require that his article, or a summary thereof, be set forth in the terms of a specific contract subject to this article.

Delete the 2nd sentence in Section 9-1.16D(1), "General."

Delete reference to "Pub Cont Code § 10261.5" in section 9-1.16E(1), "General."

Replace "may" with "shall" it the 1st sentence of section 9-1.16E(4), "Stop Notice Withholds."

pelet section 9-1.16F, "Retentions."

eplace 9-1.17D(1), "General," with:

9-1.17D(1) Final Payment and Claims - After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payments, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of claims as provided below.

On the Contractor's approval, or if he files no claim, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the County will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all

questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

If the Contractor files a claim(s), the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the County will pay the sum so found to be due. Such semifinal estimate any payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claim(s) filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

For additional claims procedures and rights under the Public Contract Code, please see 5-1.43E, "Dispute Resolution for Claims subject to Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and/or 20104.6," of these Special Provisions.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

Any claim for overhead type expenses or costs shall be surported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the County at its discretion.

Any costs or expenses incurred by the County in Livining or auditing any claims that are not supported by the Contractor's cost accounting of the records shall be deemed to be damages incurred by the County within the meaning of the California False Claims Act.

Delete section 2-1.17D(2)(a), "General." Replace the straparagraph in section 9-1.17D(3) with:

Failure to comply with the claim procedures described in the Contract Documents is a bar to pursue the claim in a court of law.

Replace "30" with 31 in the 1st sentence of section 9-1.17(D)(1), "General."

Delete section 9-1.22, "Arbitration," in its entirety and replace with the following: 9-1.22 CIVIL ACTION

See Section 5-1.43G, "Civil Action" of these Special Provisions.

DIVISION II – GENERAL CONSTRUCTION

10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 8, "Prosecution and Progress," of the Standard Specifications and these special provisions.

First Order of Work: The Contractor shall set up Portable Changeable Message Signs at the locations specified in these Special Provisions and as designated by the Engineer. Attention is directed to section "Portable Changeable Message Signs" elsewhere in these special provisions.

Second Order of Work: The Contractor shall take all necessary measurements and photos of all existing traffic control devices within the project limits including all pavement markings prior to removal. The purpose for measurements and photos is to establish a record of existing traffic control devices and this record will be used for repainting pavement markings. The pavement markings shall be repainted as directed by the Engineer and per the "Paint Traffic Pavement Markings" section of these Special Provisions.

Third Order of Work: The Contractor shall post sidewalk closure signs at least two (2) day prior to the closure dates at ramp closure locations as stipulated in the Special Conditions of the Traffic Control System section elsewhere in these Special Previsions. Signs shall advise pedestrians of anticipated closure dates.

Attention is directed to sections "Public Safety", "Tractic Control System", "Portable Changeable Message Signs" elsewhere in these popular provisions.

Full compensation for conforming to the requirements of this section, including any additional mobilizing or demobilizing costs, other work on labor, materials, tools, equipment, and incidentals, not otherwise provided for, shall be considered as included in the prices paid for various items of work and no additional compensation will be allowed therefor.

10-1.02 SUPPLEMENTAL WOLK AT FORCE ACCOUNT (UNFORESEEN SUBGRADE STABILIZATION AND UTILITY CONFLICT)

This work shall consist of extra work, related to specified items of work, necessary to address unforeseen conditions of position, location, and/or dimensions of existing underground utilities. Extra work addressed under the provisions of this section will be work, of a minor nature, not specifically covered by contract items, but determined by the Engineer to be necessary to the completion of specified construction within the functional range, scope, and intent of the contract.

Likewise, extra work related to unforeseen subgrade soil condition where cold plane (also known as milling or header cut) operation occurs, not specifically covered by contract items, but determined by the Engineer to be necessary to the completion of specified construction within the functional range, scope, and intent of the contract.

If yielding or unfirmed subgrade soil condition were discovered in some or specific areas or streets during the milling operation, the work shall be suspended temporarily and the Contractor shall notify the Engineer immediately. The Engineer shall investigate, assess, evaluate and determine as to whether extra work is required to address the subgrade condition. If determined by the Engineer that extra work is required, Contractor shall submit to the Engineer for his approval the best possible solution or alternative solution to stabilize the subgrade. The Engineer has the sole discretion to accept or reject such extra work.

Additional work falling within the scope and character of the existing contract items shall be considered as normal to the progress of construction and will be addressed in accordance with Section 4-1.05, "Changes and Extra Work", of the Standard Specifications.

If the Contractor is delayed in the completion of the contract work as a direct result of the work described in this section, an extension of time as provided in the fifth paragraph of Section 8-1.10, "Liquidated Damages" will be granted.

Compensation for work performed under this section, and calculated as prescribed in Section 9-1.04, "Force Account ", of the Standard Specifications will be cumulative over the duration of the contract.

Prospective bidders shall include the Contract Amount printed in the proposal for "Supplemental Work At Force Account (Unforeseen Subgrade Stabilization and Utility Conflict)" as their bid for this contract item. The amount shown is purely arbitrary and no guarantee is given or implied that any payments will be made.

Furnishing all labor, equipment, material, tools and incidentals and doing all work determined by the Engineer to fall under this section shall be considered to be included in payments made for **Supplemental Work At Force Account (Unforeseen Subgrade Stabilization and Utility Conflict)**, and no separate payment will be made therefor.

Full compensation for conforming to the requirements of this section, including any additional mobilizing or demobilizing costs, other work or labor, materials, cools, equipment, and incidentals, not otherwise provided for, shall be considered as included in the prices paid for various items of work and no additional compensation will be allowed therefor.

10-1.03 WATER POLLUTION CONTROL - KOGRAM (WPCP)

Water Pollution Control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Speaffications, and these special provisions and the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbook (Handbook), and addenda hereto issued up to and including the date of advertisement of the project. The Handbooks may also be downloaded from the Storm Water Quality Manuals and Handbooks website at the I llowing web site:

http://www.dot.ca.gov/hg/construc/stormwater/manuals.htm

The Water Pollution Control Program template can be downloaded from the following web site:

http://www.dot.ca.gov/hq/construc/stormwater/

Areas where pollutant discharge must be eliminated shall include, but not be limited to, spoil and stockpile areas, all staging areas, and pulverized areas created in connection with work under this contract, whether or not said areas are within the delineated project limits.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, amending, implementation and removal of the WPCP as specified in the Standard Specifications, the Handbook, and these special provisions, shall be included in the contract price paid for **Water Pollution Control Program** and no additional compensation will be allowed therefor.

This item will be paid as percentage of total item based on development and approval of the WPCP (15%), weekly inspections reports (70% divided by number of weeks of project), and final documentation submittal (15%). Payment will be withheld for failure to submit weekly inspection forms and will not be retro-paid when submitted.

10-1.04 ENVIRONMENTAL MITIGATION MEASURES

This work shall consist of furnishing all labor, materials, tools, equipment and incidentals; and performing all work necessary to comply with existing laws, codes, regulations, and/or permits related to Environmental Mitigation Measures and these special provisions. [Include and modify the following sentence as appropriate] Contractor shall comply with the requirements of the permits from the Department of Fish and Game, the State Water Resources Control Board and the Corps of Engineers found elsewhere in these special provisions.

Environmental Mitigation Measures must comply with section 5-1.208 "Permits, Licenses Agreements and Certifications," section 14-10, "Solid Waste Dispusal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

The Contractor shall comply with the following mitigation releasures:

Biological Resources Conditions

- Project related activities be conducted outside or bird nesting season (February 1 August 31).
- 2. If work is scheduled during nesting bird secon, a pre-construction nesting bird survey is required to ensure that impacts to any nesting birds are avoided. The survey shall be conducted no more than three days prior to the start of work. If survey results are negative for nesting birds, maintenance can take place during nesting season. If nests are detected, appropriate buffers will be established and the buffered area will be avoided until the nest is no larger active.
- 3. If it is determined that off-pavement work or staging areas are necessary, a preconstruction survey may be required prior to ground disturbing activities.

Cultural Resources Conditions

- 1. Should prehistoric or historic archaeological resources be encountered during construction, the evaluation of any such resource should proceed in accordance with all appropriate federal state, and local guidelines. Specifically, all work must be halted in the immediate vicinity of the cultural resource found until a qualified archaeologist can assess the significance of the resource.
- 2. If human remains are encountered during construction, then the San Bernardino County Coroner's Office MUST be contacted in accordance with state law within 24 hours of the find, and all work should be halted until a clearance is given by that office and any other agency involved. The Coroner's Office may be contacted at the Coroner's Division, County of San Bernardino, 175 S. Lena Road, San Bernardino, CA. Tel: (909) 387-2978.

ENVIRONMENTAL DETERMINATION

In compliance with the California Environmental Quality Act (CEQA), Environmental Management Division staff has reviewed the proposed project.

The Proposed Project qualifies for a Class 1 Categorical Exemption, "Existing Facilities" under Section 15301(c) of the CEQA guidelines. Class 1 consists of the "operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use." Class 1 (c) exemption is specific to "existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities." The project also qualifies for a Class 2 Categorical Exemption, "Replacement or reconstruction" under Section 15302(c) "Replacement or reconstruction of existing utility systems and or facilities involving negligible or no expansion of capacity."

General Conditions

- 1. All work, including equipment staging, will remain on paved areas. No new work outside disturbed areas or existing rights-of-way (i.e. existing shoulds -to-s oulder and/or curb-to-curb) will be performed without further environmental evaluation.
- 2. Material staging area shall be clearly delineated in order to keep equipment and trucks within existing paved areas. Further, project related vehicle access, maintenance activities, and equipment storage shall be restricted to established roads, designated access roads, maintenance right-of-ways, and resignated storage, staging, and parking areas. Off-road traffic outside of these designated areas shall be prohibited.
- 3. Standard best management practices shall be implemented during all maintenance activities, especially those partaining to dust control, erosion control, and stormwater pollution prevention. If equipment is parked overnight then a drip pan, or some other form of protection, shall be placed under the vehicle in order to contain any drips, leaks, and or spills. All food and maintenance trash shall be removed from the site daily. Please contact EMD, at (909) \$37-78.97, with any questions.

Full compensation for conforming to the requirements of this section, not otherwise provided for, including furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved shall be considered as included in the contract prices paid for the **various items of work** and no additional compensation will be allowed therefore.

10-1.05 THE AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

Title II of the Americans with Disabilities Act (ADA) of 1990 requires that public entities including state and local governments, ensure that persons with disabilities have access to the pedestrian routes in the public right of way.

Therefore, the Contractor shall adhere to the requirements of ADA. Any ramps or sidewalks built that failed to meet ADA shall be re-constructed according to the lines, grades and elevations as shown on the applicable Standard Drawings or approved Plans and all expenses

thereof shall be borne by the Contractor. If the Contractor is delayed in the completion of the contract work as a direct result of the work described in this section, an extension of time as provided in the fifth paragraph of Section 8-1.07, "Delays", of the Standard Specifications, will be granted.

Attention is directed to sections, "Minor Concrete Construction" and Curb Ramp Detectable Warning Surface" elsewhere in these Special Provisions.

Nothing herein shall relieve the Contractor of his responsibilities to comply with the ADA requirements.

Full compensation for conforming to the requirements of this section including labor, materials, tools, equipment, and incidentals, shall be considered as included in the prices paid for the **various items of work** and no additional compensation will be allowed therefore.

10-1.06 AS-BUILT DRAWINGS AND MISCELLANEOUS REFERENCES

The Contractor shall refer to As-Built Drawings for Street Lap ovement Plans (Tract Map Nos. 16845-3, 16977, 16977-1, 16978-1, 16978-2 and 7771) respectively) including all supplementals found under Green Pages elsewhere in these Special Provisions.

The As-Built Plans are provided for graphical, interprettion and reference purposes only. No warranty, expressed or implied, is made regarding the accuracy of said maps. Variations may exist for the right of way and/or existing physical conditions for all street improvements neither observed nor described on site may be excountered during construction.

The construction of ramps and replacement of sidewalks, curb and gutter, spandrel, cross gutter and/or driveway shall be located or confined within its boundary or original location without encroaching beyond road right of way or private property.

Attention is directed to section "Supplemental Work At Force Account (Unforeseen Subgrade Stabilization and Utility Conflict) elsewhere in these Special Provisions.

Full compensation for containing to the requirements of this section, including other work or labor, materials, tools, equipment, and incidentals, not otherwise provided for, shall be considered as included in the prices paid for the **various items of work** and no additional compensation will be allowed therefore.

10-1.07 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public, especially pedestrians who

travel through the work zone area. Where no other means of pedestrian passage through construction area is available, the Contractor shall provide detours for pedestrian travel. When applicable, the California MUTCD latest edition Figure 6H-28 "Sidewalk Detour or Diversion" Typical Application 28 and Figure 6H-29 "Crosswalk Closures and Pedestrian Detours" Typical Application 29 as included in the green sheets may be used and referenced as part of the project's Traffic Control Plan.

If any of the above referenced CA MUTCD Typical Application/s is/are not applicable due to project field conditions, or as required by the Engineer, the Contractor shall prepare a Pedestrian Traffic Control Plan and submit to the Engineer for review and approval. The Pedestrian Traffic Control Plan shall detail any pedestrian detour with all signage, barricades, fencing, delineators, etc. as necessary for safe pedestrian travel through or around the work zone area in conformance with the California Manual on Uniform Traffic Control Devices (CA MUTCD) – Part 6 (latest edition) – Temporary Traffic Control sections 6D.01 "Pedestrian Considerations" and section 6D.02 "Accessibility Considerations". Refer to additional Traffic Control Plan requirements as specified in the Traffic Control System section of these Special Provisions. Nothing in these Special Provisions is to be construe as to reduce the minimum standards in the CA MUTCD.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle, or storage area when the following onditions exist:

- 1) Excavations The near edge of the excavation is 15 leet or less from the edge of the lane, except:
 - a) Excavations covered with sheet steel as concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - b) Excavations less than 1 foot deep
 - c) Trenches less than 1-foot wide or Prigation pipe or electrical conduit, or excavations less than 1-foot in diameter.
 - d) Excavations parallel to the tine for the purpose of pavement widening or reconstruction.
 - e) Excavations protected by site slopes, where the slope is equal to or less than 1:4 (vertical:horizontal)
 - f) Excavations protected by elisting barrier or railing.
 - g) Excavations within temporary traffic control zones that do not extend beyond a single daylight period for these zones alternative barrier systems should be considered.
- 2) Temporarily Unply tected Permanent Obstacles The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- 3) Storage Areas Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15.33 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1-foot transversely to 10 feet longitudinally with respect to the edge of

the traffic lane. If the 15.33 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10:1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.20, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on Standard Plans T3A and T3B or approved equal by the Engineer may be used.

The sixth paragraph of Section 12-3.20C(1), "General," of the Standard Specifications is amended to read:

Install a reflector on the top or face of the rail of each rail unit placed within 10 feet of a traffic lane as directed by the Engineer. Apply adhesive for mounting the reflector under the reflector manufacturer's instructions.

Reflectors on temporary railing (Type K) shall conform to the povisions in "Approved Traffic Products" of these special provisions.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach speed of public traffic (Posted Limit mph)	Work Areas
Over 45 mph	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 mph	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure providing of this section shall not apply if the work area is protected by permanent, temporary railing, or barrier. When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 11 feet without written approval from the Engineer.

When work is not in progress on trench or other excavation that requires closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be the same as specified for the lane closure.

Open trenches left open overnight shall be protected by temporary railing (Type K) or other approved temporary traffic barrier as determined by the Engineer.

The locations of temporary railing (Type K) shall be shown on Traffic Control Plans for review and approval by the Engineer. Attention is directed to the Traffic Control System section elsewhere in these special provisions.

Contractor may propose to the Engineer an alternative to the use of temporary railing (Type K) and/or crash cushions in areas where the use of these devices is anticipated to be for a relatively short period of time but no more than five working days. Approval of the Engineer for the use of the proposed alternatives shall not relieve the Contractor from being solely responsible for any damages resulting from the use of these alternatives in accordance with Section 7-1.05A "General" subtitles "Indemnification" of the Standard Specifications and/or these Special Provisions.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the requirements of Section 7-1.04, "Public Safety," and the requirements of these special provisions, including furnishing all labor and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract price paid for **Traffic Control System** and no additional compensation will be allowed therefor.

10-1.08 DUST CONTROL

This work, Dust Control, shall consist of all operations ecessary to control fugitive dust arising from construction operations, and due to any disturbance of natural ground covers resulting therefrom, in compliance with governing EPA and NODES requirements and shall conform to the provisions in Section 10-5, "Dust Cortrol," of the Standard Specifications and these Special Provisions.

The Contractor shall furnish adectate dest control measures as provided in Section 10-5, "Dust Control," of the Standard specifications and these Special Provisions during normal non-work hours (e.g., nights weekends, or holidays) encompassed within working days authorized in the contract and executed contract change orders, at no additional cost to the Department. Additional dust control required during suspensions of work directed by the Engineer, for reasons stated in Section 8-1.06, "Suspensions" for which the Engineer authorizes extension or "The e of Completion" will be paid for as extra work as provided in Section 4-1.05. "Changes and Extra work," of the Standard Specifications

The CONTRACTOR is responsible for meeting and being in compliance with all of the requirements of the (Mojave or South Coast wherever the project applies) Air Quality Management District's (AQMD) "Rule 403, Fugitive Dust" including, but not limited to, those requirements pertaining to a Large Operation. In addition to the CONTRACTOR providing all required personnel and signage, the CONTRACTOR is required to provide all mandatory forms, correspondence and recordkeeping information directly to AQMD and provide copies of said items to the ENGINEER or his authorized representative in a timely manner. The CONTRACTOR shall also submit his proposed program and sign detail to meet the requirements of AQMD "Rule 403, Fugitive Dust" to the ENGINEER prior to the start of construction. Information on AQMD and "Rule 403, Fugitive Dust" can be found at http://www.mdaqmd.ca.gov/index.aspx?page=142. Should the County be fined due to failure of the contractor complying with Rule 403 requirements, the amount of any such fines will be withheld from payments due to the contractor.

Full compensation for conforming to the requirements of AQMD, including furnishing all labor, water, materials, tools, equipment and incidentals shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

10-1.09 MOBILIZATION

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

Mobilization shall conform to the provisions in section 9-1.16D, "Mobilization," of the Standard Specifications.

The contract lump sum price paid for **Mobilization** shall include Jull compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in mobilization as specified herein. No additional compensation will be allowed for additional mobilization / demobilization costs due to weather days or loss of production due to cold weather.

10-1.10 TEMPORARY PAVEMENT DE LINEATION

This work, Temporary Pavement Delireation et all consist of installing, maintaining, and removing temporary striping, pavement markings, channelizers, cones, and other devices necessary to the safe movement of public raffic through the project area and shall conform to the provisions in Section 12 by "Temporary Pavement Delineation," of the Standard Specifications, the California Manual an Uniform Traffic Control Devices – part 6 (latest edition - published by the State Department of Transportation), and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from its responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

It is recognized that some conditions may prevail under which the Contractor and other agencies may share in responsibilities for the public safety being affected by the work under this contract. It is, however, agreed among the parties that necessary renewal, connection to, and replacement of effective traffic controls normally applied to the pavement shall fall within the Contractor's sole liability.

GENERAL - Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

On multilane roadways, edgeline delineation shall be provided at all times for traveled ways open to public traffic.

The Contractor shall perform all work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation. Surfaces to receive temporary

pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

TEMPORARY LANELINE AND CENTERLINE DELINEATION - Whenever lanelines and centerlines are obliterated the minimum laneline and centerline delineation to be provided shall be temporary reflective raised pavement markers. The spacing requirements for temporary pavement markers shall comply with CA MUTCD 2014, Section 6F.79. The temporary reflective raised pavement markers shall be the same color as the laneline or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 from hs or less) in "Prequalified and Tested Signing and Delineation Materials" elsewhere in these special provisions.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions and shall be cemerate to the surfacing with the adhesive recommended by the manufacturer, except epoxy to be sive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary reflective raised pavement markers shall be used on lates opened to public traffic for a maximum of 14 days. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall provide, at his expense, additional temporary pavement delineation. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Where "no passing" center be pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. W20-1 "ROAD WORK AHEAD" signs shall be installed from 1,000 feet to 2,000 feet ahead of "no passing" zones. R4-1 "DO NOT PASS" signs shall be installed at the beginning and at every 2,000-foot interval within "no passing" zones. For continuous zones longer than 2 miles, W7-3aP "NEXT ____ MILES" signs shall be installed beneath the W20-1 signs installed ahead of "no passing" zones. R4-2 "PASS WITH CARE" signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones, shall be removed when no longer required for the direction of public traffic. The signing for "no passing" zones shall conform to the requirements in Section 12-3.11, "Construction Area Signs," of the Standard and Specifications.

Full compensation for furnishing, placing, maintaining and removing the temporary reflective raised pavement markers, used for temporary laneline and centerline delineation (including the signing specified for "no passing" zones) and for providing equivalent patterns of

permanent traffic lines for such areas when required, shall be considered as included in the lump sum contract price paid for **Traffic Control System** and no separate payment will be made therefor.

TEMPORARY EDGELINE DELINEATION - Whenever edgelines are obliterated the temporary pavement delineation to replace those edgelines shall, at the option of the Contractor, consist of either solid 4-inch wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces, or shall consist of traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 100 feet.

The lateral offset for traffic cones, portable delineators or channelizers used for temporary edgeline delineation shall be as determined by the Engineer. If traffic cones or portable delineators are used as temporary pavement delineation for edgelines, the Contractor shall provide personnel to remain at the job site to maintain the cones or delineators during all hours of the day that they are in use.

Channelizers used for temporary edgeline delineation shall be surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in the section of these special provisions entitled, "Pavement Markers," except epoxy achievive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor's opinion, one of the surface mount types (36") listed in "Prequalified and Zested Signing and Delineation Materials" elsewhere in these special provisions.

Temporary edgeline delineation shall be remoted when no longer required for the direction of public traffic, as determined by the Engineer

Full compensation for furnishing, placing, maintaining and removing the temporary edgeline delineation shall be considered as included in the lump sum price paid for **Traffic Control System** and no separate payment will be made therefor.

10-1.11 TRAFFIC CONTROL SYSTEM

A. GENERAL:

This work shall consist of all operations necessary to conduct construction operations in a safe manner relative to public traffic, and shall conform to the requirements in Section "Temporary Pavement Delineation" of these Special Provisions, and those in Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Standard Specifications. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04 of the Standard Specifications.

The requirements of this section, titled "General" shall apply to all projects except as modified below in Section B, "Special Conditions," or as otherwise approved by the Engineer.

Construction that interferes with public traffic shall be performed only between 7:00 A.M., and 4:00 P.M., except that which is required under Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the Standard Specifications, as modified below in Section B, or as approved by the Engineer.

The Contractor shall submit a Traffic Control Plan for the entire project limits, including intersections, detailing the proposed construction staging and traffic control for approval by the Engineer at least two weeks (10 working days) prior to the start of construction. The Traffic Control Plan shall not include any intersection closures or detours. The Traffic Control Plan shall comply with the California Manual on Uniform Traffic Control Devices (CA MUTCD) – Part 6 (latest edition) - Temporary Traffic Control. Nothing in these Special Provisions is to be construed as to reduce the minimum standards in the CA MUTCD.

When applicable, the 2015 Caltrans "Temporary Traffic Control Systems" Standard Plans as included in the green sheets may be used and referenced as part of the project's Traffic Control Plan. A flashing arrow sign will be required on all lane closures and, if determined by the Engineer, will be required on shoulder closures as well.

When applicable, the Traffic Control Plan for shoulder closures may be as shown on the "Shoulder Closure" detail of Standard Plan T10, in the List of Standard and Special Drawings (Green Pages). The spacing dimensions on the "Shoulder Closure" detail may be modified as determined by the Engineer. The traffic control plan for night time shoulder closures shall also include flashing beacons.

At any given time during active construction when the number of lanes is reduced from existing conditions for both directions of travel, active construction work zones shall be limited to the number of locations and delays to motorist in time as it disated below in section B or as determined by the Engineer.

Existing turn lanes for left and/or right turns, when present at intersections, shall remain open and operational; or when existing turn lanes at temperation turn lanes shall be provided for turn movements.

If the Engineer determines that the Contractor's operations are resulting in unacceptable traffic delays, the Engineer reserves the right to implement alternate traffic plans. Specific details are as indicated below in section funless otherwise directed by the Engineer.

The Contractor shall coordinate with local residents and businesses to provide ingress and egress for properties adjacent to the project for the convenience of local residents and businesses in carrying out heir personal and business activities. Convenient access for mail, other delivery services, and trash services shall be included in the definition of "personal and business activities."

The Contractor shall repare a "Notice to Residents," and distribute copies of said notice to properties that are adjacent to and / or are directly impacted by the project, as determined by the Engineer. The notice shall use the "Notice to Residents" template attached in the List of Standard and Special Drawings (Green Pages). The notice shall be placed on the door of said properties a minimum of seven (7) days before the Contractor begins work. The notice shall be in both English and Spanish (back side).

It is the Contractor's responsibility to have roads clear of interfering vehicles prior to the start of work and during work. The Contractor is responsible for notifying affected residents and businesses of the work schedule. Such notification would include placing notices (as stated above), making verbal contact, and furnishing and placing temporary "No Parking" signs 48 hours prior to the start of work, as well as notifying the California Highway Patrol 24 hours prior to such posting, such that interfering vehicles or objects may be towed or otherwise removed, if necessary. With regards to towing, the applicable County Code Sections are **52.0118, 52.0132, and 53.081.**

Section 12-1.04, "Payment," of the Standard Specifications is superseded by the following:

The cost of furnishing all flaggers, including transporting flaggers to provide for passage of public traffic through the work under the provisions in Section 7-1.03, "Public Convenience," and Section 7-1.04, "Public Safety," of the Standard Specifications, and elsewhere in these Special Provisions, will be borne solely by the Contractor.

If determined by the Engineer that additional flaggers are required during construction activities, Contractor shall provide flaggers at no additional cost to the County.

The Contractor shall furnish, install, maintain, move, remove, and dispose of all signs, lights, flares, barricades, and other facilities for the convenience and safety of the public, as required by these Special Provisions and Section 7-1.03, Section 7-1.04, and Section 12 of the Standard Specifications.

If any component in the traffic control system is displaced, or ceases to operate or function as specified from any cause during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable defineates placed along open trenches or excavation adjacent to the traveled way shall be sent yet from the traveled way and shoulder. If the Contractor so elects, said components have a stored at selected central locations approved by the Engineer within limits of the highway light of way.

When temporary lane configuration changes are allowed to acilitate that day's construction activity, the Contractor, unless otherwise directed by the Engineer, shall restore lane configurations to pre-construction conditions at the end of the workday or during periods when active construction is not taking place

Contractor shall submit slurry plan for that work and update the slurry plan per weekly.

B. SPECIAL CONDITIONS

I. During Construction Activities

Construction on all projected roads shall be performed on Monday through Friday only (7:00 A.M.Yo - ...) P.M.) for the duration of the project.

The Contractor shall adhere to the operating hour restrictions as determined and as directed by the Engineer.

At any given time when the number of lanes are reduced to one lane for both directions of travel, construction work zones shall be limited to one location per street for both directions of travel and delays to motorist shall be limited to 10 minutes in time or as otherwise specified in these Special Provisions or approved by the Engineer.

In order to minimize impacts to school traffic, the Contractor is advised that working hours may need to be adjusted. The Contractor shall coordinate operating hours for construction activities jointly with the Engineer and all the school affected in the area. The point of contact for the schools can be found in the section "Coordination" elsewhere in these Special Provisions.

On all project roads; public traffic shall be permitted to pass through construction operations at all times on a minimum of two 11-foot graded and compacted or paved lane, one for each direction of travel or one 11-foot graded and compacted or paved

lane to be used by both directions of travel if flaggers are used. In order to control traffic, additional flaggers shall be required at any intersecting street or streets in between locations where flaggers have the traffic queued for paving operations.

Pedestrian safety; The Contractor shall provide passage for pedestrians through construction areas, or provide a detour where applicable. Work that interferes with existing sidewalks or crosswalks at intersections shall be conducted so as to minimize impacts to pedestrian traffic.

In cases where a detour or an alternate pedestrian access cannot be provided, the Contractor shall be allowed to close sidewalk ramp areas where approved by the Engineer. The Contractor shall post sidewalk closure signs at these ramp locations at least two (2) days prior to the closure dates. Signs shall advise pedestrians of anticipated closure dates. Attention is also directed to the Public Safety section of these Special Provisions.

II. During Non-construction activities

On all project roads, the Contractor must provide two 1'x foot graded and compacted or paved lanes, one for each direction of travel for use at public traffic overnight and when construction operations are not actively in progress. The full width of a graded and compacted or paved traveled way shall be operation by public traffic overnight and when construction operations are not actively in progress. The Contractor shall stage his construction operations accordingly in order to meet the above stated requirements.

Attention is also directed to "Order of Vork," and "Public Safety," of these Special Provisions for traffic control requirements.

C. MEASUREMENT AND PAYMENT:

The contract lump sum price poid for Traffic Control System shall include full compensation for furnishing all labor, materials including, but not limited to, all traffic control components), tools, equipment, and incidentals and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, and replacing and disposing of the components of the traffic control system, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, placing/installing, maintaining, relocating as necessary, removing and disposing of the advance warning signs (AWS) including payment for permits, is included in the contract lump sum price paid for Traffic Control System, and no additional compensation will be allowed therefor.

Full compensation for conforming to the requirements of these Special Provisions and those in Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Standard Specifications, including furnishing all labor, materials (including all traffic control components), tools, equipment, and incidentals, shall be considered as included in the contract lump sum price paid for Traffic Control System, and no additional compensation will be allowed therefor.

Full compensation for furnishing, erecting, maintaining, and removing any additional construction area signs and other traffic control components including AWS the Contractor

may deem necessary shall be considered as included in the various contract items of work, and no additional compensation will be allowed therefor.

Full compensation for furnishing, installing, distributing, and removing the "Notice to Residents" shall be considered as included in the various contract items of work, and no additional compensation will be allowed therefor.

Full compensation for traffic control staging is included in the contract lump sum price paid for **Traffic Control System**, and no additional compensation will be allowed therefor.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, shall not apply to the item of Traffic Control System. Adjustments in compensation for traffic control components ordered by the Engineer beyond those called for in the referenced standards will be made as provided in Section 9-1.04, "Force Account," of the Standard Specifications. No adjustment will be made for decreases.

10-1.12 REMOVE ASPHALT CONCRETE SURFACING

This work shall consist of removing existing bituminous surfating within the limits shown on the plans and marked in the field by the Engineer, and shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

Existing bituminous surfacing shown on the plans to e removed approximate **0.10**' or **0.12**' asphalt. Resulting holes and depressions shall be backfilled to the lines and grades established by the Engineer with native material scienced from excavation.

The Contractor shall test Yellow traffic striping and pavement-marking material prior to removal. If the materials contain hazardata materials, appropriate handling and disposal will be required.

The removed surfacing matritudes shall become the property of the Contractor and shall be disposed of outside the highway light of way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling", and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Existing asphalt surfacing shall be saw cut to a neat, true line and removed where shown on the plans. The locations of cut lines shown on the plans are approximate only; the exact locations will be determined by the Engineer. The outline of the surfacing to be removed shall be cut with a power-driven saw to a depth of not less than 0.15-foot before removing the surfacing. Surfacing shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer, or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

The contract unit price paid per square yard for **Remove Asphalt Concrete Surfacing** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in saw cutting and removing asphalt concrete surfacing, including hauling and disposing of surfacing outside the highway right of way or hauling and

placing surfacing in embankments, as shown on the plans, as specified in the Standard Specifications and these Special Provisions.

10-1.13 REMOVE CONCRETE

Removing concrete shall conform to the provisions in Section 15, "Existing Facilities," Section 17-2, "Clearing and Grubbing," and Section 19-1.03D, "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

Removed concrete shall become the property of the Contractor and shall be disposed of in accordance with the provision in Section 5-1.20B(4) "Contractor Property Agreement", Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

The contract price paid per linear foot for Remove Concrete (Curb and Gutter); and contract price paid per square yard for Remove Concrete (Ramp, Spandrel, Cross Gutter and Sidewalk) shall include, furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in saw cutting, removing and dispose existing concrete curb and gutter, ramp and sidewalk, complete in place, as shown or the plan and as directed by the Engineer.

<u>10-1.14 WATERING</u>

Watering shall conform to the provision in Section 10-6, "Watering," of the Standard Specifications.

The contract lump sum price paid or **Develop Water Supply** shall include full compensation for furnishing all labor, materials took, equipment and incidentals, and for doing all the work involved in developing water supply and no additional compensation will be allowed therefor.

10-1.15 COLD PLANE ASPHALT CONCRETE PAVEMENT

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions indicated on the plans and shall conform to the following provisions.

The provisions of Section 42-3, "Grinding", of the Standard Specifications shall not apply.

Planing asphalt concrete shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method. Cold planing machines shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

Cold planing machines shall be operated so as not to produce fumes or smoke. Cold planing machines shall be capable of producing a planed surface with no grooves greater than 3/8-inch in width and 3/16-inch in depth, and shall be operated at a speed and in a manner to

produce such a surface. The noise level produced by the combined planing operation shall not exceed 86 dBA at a distance of 50 feet at right angles to the direction of travel.

The depth, width and shape of the cut shall be as indicated in these special provisions and on the typical cross sections. Planing shall be performed in a manner to produce a straight cross slope between a minimum 0.08-foot depth of cut at the centerline established by the Engineer and a minimum 0.08-foot depth of cut at the outside edge as dimensioned on the typical cross-section. Areas between these boundaries, where the existing surface is below this specified plane (i.e., transversely bridged by the planer) shall not be planed. At conform lines (meet lines at intersections), transverse cuts shall be made to a minimum of 0.08-foot below the existing surface. The outside lines of the paved area shall be neat and uniform. Following the planing operations, a drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines.

Where transverse joints are planed in the pavement at conforts lines, no drop-off greater than 0.10-foot shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of the existing pavement before the pavement is to be opened to public traffic, a temporary asphalt concrete transition shall be constructed. Asphalt concrete for a temporary transition shall be placed to the level of the existing pavement and tap red on a slope of 30:1 or flatter to the level of the planed area.

Asphalt concrete for temporary transitions shall be commercial quality "hot" or "cold" mix and shall be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete transitions shall be completely removed, including the removal of loose material from the underlying surface, before commencing subsequent restoration or paving operations. Such removed haterial shall be disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Agreement", Section 14-10, "Solid Waste Disp sal and Recycling", and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

The material planed from the roadway surface, including material deposited in existing or improved gutters or on the adjacent traveled way, shall be removed and disposed of outside the highway right of way in accordance with the provisions in section 5-1.20B(4), "Contractor-Property Agreement", section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications. Removal of the cold planed material shall be concurrent with the planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

In order to preserve the structural integrity of the road, public safety and convenience, the Contractor shall overlay all feathered, milled or cold planed areas or sections of the road immediately within three (3) working days, as shown on the plans, and as directed by the Engineer.

Cold plane asphalt concrete will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the specified depth of cut. Low areas in existing pavement, bridged by the cold planer

when adjacent cuts meet the specified minimum depth, will not be deducted from the measured areas.

The contract price paid per square yard for **Cold Plane Asphalt Concrete** pavement shall include full compensation for furnishing all labor, materials including asphalt concrete for temporary transitions, tools, equipment and incidentals, and for doing all the work involved in cold planing and disposing of planed material; and constructing, maintaining, removing and disposing of temporary transitions, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.16 ASPHALT CONCRETE (RAP Optional)

Asphalt concrete shall conform to the provisions in Section 39-2, "Hot Mix Asphalt" of the Standard Specifications and these special provisions.

The asphalt concrete shall conform to the following requirements:

- 1. Asphalt concrete shall be produced at a central mixing plant.
- 2. The aggregate for asphalt concrete shall compare to the (Type A, 1/2-inch, Aggregate Gradation) specified in Section 39-2 02-2 (b), "Aggregate Gradations," of the Standard Specifications.
- 3. The asphalt binder grade shall be PG 6 10 or asphalt concrete.
- 4. If the Contractor does not use RAP, the amount of asphalt binder to be mixed with the aggregate for Type A asphalt concrete will be determined by the Contractor and submitted to the Engineer for approva in accordance with California Test 367 (except Open Graded asphalt concrete using the samples of aggregates furnished by the Contractor in conformance with Section 39-2.01A(4), "Quality Assurance," of the Standard Specifications.
- 5. If the Contractor uses RAP, the amount of asphalt binder to be mixed with the combined virgin aggregate and RAP will be determined by the Contractor and submitted to the Engineer for approval in accordance with California Test 367 amended by Lab Locedure-9 (LP-9). LP-9 is available at:

http://www.dot.ca.gov/hg/esc/Translab/ormt/fpmlab.htm

Replace The First Paragraph of Section 39-2.01A(3)(d) "Test Results", with:

For mix design, JMF verification, production start-up, and each 10,000 tons, submit AASHTO T 283 and AASHTO T 324 (Modified) test results electronically to the Engineer.

Add The Following as the First Paragraph of Section 39-2.01A(4)(b) "Job Mix Formula Verification", with:

At the Engineer's sole discretion, the Engineer may choose to verify the full Job Mix Formula (JMF), or any portion thereof, or accept the Contractors submitted test results in lieu of verification testing in accordance with the following sections. In any case, this verification will serve the purposes of this project alone, and shall not be used for any other project.

Remove the paragraphs of Section 39-2.01A(4)(b) "Job Mix Formula Verification", as follows:

Paragraph 9; which starts "You may adjust..."

Paragraph 10; which starts "For each HMA type..."

Paragraph 11; which starts "A verified JMF..."

Replace Section 39-2.01A(4)(d) "Job Mix Formula Renewal", with: 39-2.01A(4)(d) Reserved

Replace Section 39-2.01A(4)(e) "Job Mix Formula Modification", with: 39-2.01A(4)(e) Reserved

Replace Section 39-2.01D "Payment" with: 39-2.01D Payment

Reserved

Replace the second paragraph of Section (3-2.12) "Summary", as follows:

You may, by written request separate from the Joh Mix Formula (JMF) submittal, request the Engineer allow you to use a Warm Mix sphalt (WMA) Technology.

Remove the first paragraph and table of Section 39-2.02B(4)(b) "Aggregate Gradations". Remove the second paragraph and table of Section 39-2.02C "Aggregate Gradations".

A prime/tack coat is require

- a. Prime Cost shall be applied to the base prior to placing the Hot Mix Asphalt. Prime Cost shall be e-prime or approved equal and will be spread at a rate of 0.15 to 0.35 gal/sy, as directed by the Engineer.
- b. Tack coat shall be applied to existing pavement including planed surfaces, between layers of HMA and vertical surfaces of curbs, gutters, and construction joints. Tack coat must comply with the specifications for asphaltic emulsion in 2015 Caltrans Standard Specifications Section 94, "Asphaltic Emulsion," or asphalt binder in Section 92, "Asphalt Binders." Tack coat shall be spread at a rate of 0.02 to 0.10 gal/sy, as directed by the Engineer.

The price paid for asphalt concrete shall include all costs for prime or tack coat(s) applied to all edges and between layers of asphalt concrete paving or overlay.

Replace Section 39-2.02D "Payment" with:

Quantities of asphalt concrete with/without RAP, will be paid for at the contract price per ton for **Asphalt Concrete (Type A)** and shall include full compensation for furnishing all labor,

materials, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

10-1.17 FINISHING ROADWAY

Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway," Section 4-1.13, "Cleanup," of the Standard Specifications, and these Special Provisions.

On projects where there is no earthwork associated with the construction, Finishing Roadway shall consist of the work necessary to accomplish final cleaning up. Such cleaning up shall involve the entire project, including intersecting streets and driveways, and all adjacent or nearby properties effected by the project or occupied by the Contractor during performance of the work.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved for finishing roadway shall be considered as included in the contract lump sum price paid for **Finishing Roadway** and no additional compensation will be allowed therefore.

10-1.18 MISCELLANEOUS CONCRET & CONSTRUCTION

Concrete curb & gutter, ramps, spandel, case gutter and sidewalk shall conform to the provisions in Section 73, "Concrete Curb and Sidewalks," of the Standard Specifications.

The concrete in the sidewalk shall be of Minor Concrete.

The second and third septime of the first paragraph in Section 73-1.03B, "Subgrade Preparation," of the Standard Specifications is superseded by the following:

Relative compaction or not less than 95 percent shall be obtained for a minimum depth of 0.50-foot below the grading plane for the width of the traveled way, including cross gutters, driveways and spandrels. Where curb & gutter, cross gutter, spandrel, sidewalk, pedestrian ramps, driveways, curb outlet structure and gutter depression are to be constructed, the sub grade material shall be compacted to a relative compaction of not less than 90 percent for a minimum depth of 0.50-foot below the grading plane.

After compaction and grading, the sub grade shall be firm, hard, and unyielding.

Non-Pigmented curing compound shall be used on exposed concrete surfaces other than curb and gutter.

In the mountain and desert areas where freezing/thawing are seasonal, the concrete shall be air-entrained as provided in Section 90-1.02E(3), "Air-Entraining Admixtures," of the Standard Specifications. The air content after mixing and prior to placing shall be no more than 5.5 percent and no less than 4.0 percent.

The contract unit price paid per cubic yard for **Minor Concrete (Curb & Gutter, Cross Gutter, Ramp, Spandrel, Sidewalk and Retaining Curb)** shall include full compensation for furnishing all labor, materials, equipment and incidentals, including excavation and backfill, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

10-1.19 ADA RAMP DETECTABLE WARNING SURFACE

This work consists of work related to the installation of Detectable Warning Surface (DWS) and shall match yellow color in accordance with Section 73-1.02B, "Detectable Warning Surface" of the Standard Specifications, these special Provisions and as directed by the Engineer.

Detectable Warning Surfaces are required at all ramp locations as shown on the plan. Details for Detectable Warning Surface shall conform with Caltrans Std. RSP A88A.

At locations where existing ramps are ADA compliant but only require replacement of DWS the concrete area shall be saw cut in a neat true line, removed and disposed of prior to installation. The DWS shall be installed in a freshly pour of moor concrete. The removed concrete shall become the property of the Contractor and shall be disposed of in accordance with the provision in Section 5-1.20B(4) "Contractor Property Agreement", Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Some or all ADA Ramps depending on the configuration may require one or more surface material of 4' x 3' block of material or 5' x 3' block of material. Irregular shape of one or more Detectable Warning Surface shall confirm with the plan. Therefore, Contractor's attention is directed to the plan for the actual quantity in square footage and configuration of Detectable Warning Surface material to be used at each ramp location.

As directed by the Engineer, the Contractor shall repair and seal cracks (1/4" and larger) adjacent to the proposed ADA amps if present by using concrete repair caulk such as Polyurethane Concrete Crack section or approved equivalent like epoxy. No grouts shall be used. It shall be smooth to well-d. Attention is directed to section, "Miscellaneous Concrete Construction" elsewhere in these special provisions.

The Detectable Warning Surface shall be constructed by Cast-In Place method or shall consist of a prefabricated surface approved by the Engineer. **Glue Down Detectable Warning Surfaces are not allowed.**

The contract unit price paid per square feet for **ADA Ramp Detectable Warning Surface** shall include furnishing all labor, materials, hardware, tools, equipment and incidentals needed for construction or installation of the detectable warning surface including repair and sealing of cracks as specified in these Special Provisions, and no additional compensation will be allowed therefore.

10-1.20 PAINT TRAFFIC STRIPES & PAVEMENT MARKINGS

Materials and application for painted traffic stripes (traffic lines) and pavement markings shall conform to the provisions of paint traffic stripes in Section 84-2, "Traffic Stripes and Pavement Markings," of the Standard Specifications.

Traffic pavement markings shall be white to match the color of the existing markings as noted on the attached "Striping and Pavement Marking Locations" (tables) and as shown on the as built record drawings and/or as determined by the Engineer.

Traffic pavement markings shall be painted at the same location of the existing as noted on the attached "Striping and Pavement Marking Locations" (tables) and as shown on the as built record drawings and/or as determined by the Engineer

The following traffic stripes and pavement markings shall be painted at the same location of the existing stripes as shown on the plans and as noted on the "Striping and Pavement Marking Locations" tables below, and as built record drawings and/or as determined by the Engineer.

The STOP pavement markings shall be painted as bow per 2018 Caltrans Standard Plan A24D.

The 12" solid white limit line shall be painted as shown per 2018 Caltrans Standard Plan RSP A24E.

The 12" solid white (basic) crosswalk lines shall be painted as shown per 2018 Caltrans Standard Plan A24F.

Refer to the following tables for Striping and Pavement Marking Locations:

Road No.	Street Name	Type	Description	COUNT	SF	PAVEMENT MARKINGS (SF)	BLUE MARKERS
710725020	ROSENA RANCH ROAD						
		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	
		N/A	Pavement Markers (Retroreflective - Blue)				3
		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	
710725010	ROSENA RANCH ROAD						
		Marking	Stop Limit Line	1	21	21	
-		Marking	Stop	1	22	22	
764325010	SOURWOOD WAY						
		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	
795775010	TACONITE ROAD						
	4-1-3-4-2-	N/A	Pavement Markers (Retroreflective - Blue)	-			2
827230010	TUPELO WAY	- 11 11 11					
		Marking	WHITE BASIC CROSSWALK	1	121	121	
		Marking	Stop	1	22	22	
		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	_
841625010	VALERIAN WAY						
		Marking	Stop Limit Line	1	21	21	
		Marking	Stg	1	22	22	
		N/A	Pavement Markers (Re. v /ective Blue)	-			1
		Marking	WHITE BASIC CROS. VAV	1	121	121	
		Marking	Stop	1	22	22	
850250010	VINE MAPLE LANE						
		N/A	Payement Kers (Retroreflective - Blue)				1
875550010	WHITE ASH ROAD			1			7000
875550020	WHITE ASH ROAD						
		Marking	Stop Limit Line	2	21	42	
		Mar' g	Stop	2	22	44	
		N/A	Pavement Markers (Retroreflective - Blue)				2
875975010	WHITE WILLOW WAY			1			
	1	Marking	Stop Limit Line	1	21	21	
	1	Yarking	Stop	1	22	22	
		MA	Pavement Markers (Retroreflective - Blue)				1
893120010	YELLOW DOCK WAY						
		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	
		N/A	Pavement Markers (Retroreflective - Blue)				1
		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	

Road No.	Street Name	Туре	Description	COUNT	SF	PAVEMENT MARKINGS (SF)	BLUE MARKER:
114425010	ALPINE FIR COURT						
		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	
119575010	AMERICAN ELM ROAD						
		N/A	Pavement Markers (Retroreflective - Blue)				3
167663010	BILBERRY ROAD						
		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	
		N/A	Pavement Markers (Retroreflective - Blue)				3
167663005	BILBERRY ROAD						
169300010	BLACK COTTONWOOD WAY						
-		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	1
		Marking	WHITE BASIC CROSSWALK	1	121	121	
		Marking	Stop	1	22	22	
169045010	BLACKBERRY DRIVE						
		N/A	Pavement Markers (Retroreflective - Blue)				1
188925020	BUR OAK ROAD				1		
		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	
		N/A	Pavement Markers (Retrora Sective Rlue)	1			2
188925010	BUR OAK ROAD						
189960010	BUTTON BUSH COURT						
		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	- T	22	22	
		N/A	Paveme Mark & (Retroreflective - Blue)				1
210225010	CARAWAY COURT						
		Marking	Sts. Limit Line	2	21	42	
		Marking	Stop	2	22	44	
		N/A	vement Jarkers (Retroreflective - Blue)				2
222160010	CEDRELA WAY						
		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	
-		Marking	WHITE BASIC CROSSWALK	1	121	121	
		Yarking	Stop	1	22	22	
228575010	CHERT WAY				-		
		N/A	Pavement Markers (Retroreflective - Blue)				1
263725010	CRANBERRY LANE						
		Marking	Stop Limit Line	2	21	42	
		Marking	Stop	2	22	44	
269025010	CURRANT LANE				11.5		
		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	1
284875010	DAMIANA LANE						1
290800010	DEERBERRY WAY						
		N/A	Pavement Markers (Retroreflective - Blue)				- 1
336175010	EVENING PRIMROSE LANE		Control of the Contro				
		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	2	22	44	
		Marking	WHITE BASIC CROSSWALK	1	121	121	
336175020	EVENING PRIMROSE LANE	, marking		-			
330173020	LYLINING FRININGSE DAME	Marking	Ston (imit line		21	21	
		Marking	Stop Limit Line	2	21	44	
		Marking Marking	Stop WHITE BASIC CROSSWALK	1	121	121	

Road No.	Street Name	Type	Description	COUNT	SF	PAVEMENT MARKINGS (SF)	BLUE MARKERS
346735010	FAWN LILY LANE				-		
		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	
349025010	FETTERBUSH LANE						
		Marking	Stop Limit Line	1	21	21	-
		Marking	Stop	1	22	22	
		N/A	Pavement Markers (Retroreflective - Blue)		200		1
465250010	KIMBERLITE WAY						
-		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	
-		Marking	WHITE BASIC CROSSWALK	1	121	121	
		Marking	Stop	1	22	22	
		N/A	Pavement Markers (Retroreflective - Blue)				2
479795010	LACEBARK COURT	1 12 1 1	A CONTRACTOR OF THE CONTRACTOR		1		
		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	^_
485515010	LAPIS LANE						
		N/A	Pavement Markers (Retroreflective - Blue)				1
489600010	LEAFCUP COURT						
		Marking	Stop Limit Line	1	21	21	-
		Marking	Stop	1	22	22	
606325010	OBSIDIAN ROAD			1 - 1			
		Marking	Stop Liny Line	1	21	21	· -
		Marking	Sto.	1	22	22	
		N/A	Pavement Markers (Retro: Ser ve - Blue)				5
606325003	OBSIDIAN ROAD						
-		Marking	Str., Limit Line	1	21	21	
		Marking	Stop	1	22	22	
		Marking	3. o Limit Line	1	21	21	
		Marking	Stop	1	22	22	
642400010	PASSIONFLOWER LANE						
		Mar' ng	Stop Limit Line	1	21	21	1
		Marki	Stop	1	22	22	
	To the state of th	N/A	Pavement Markers (Retroreflective - Blue)				2
648860010	PERILLA DRIVE						
		Marking	WHITE BASIC CROSSWALK	1	121	121	
		h sking	Stop	1	22	22	
		N/A	Pavement Markers (Retroreflective - Blue)				2
		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	
674400010	PUMICE WAY			100			
	13	Marking	WHITE BASIC CROSSWALK	1	121	121	
		Marking	Stop	1	22	22	
	-	Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	
682285010	QUARTZITE LANE						
		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	
-		Marking	Stop Limit Line	1	21	21	
		Marking	Stop	1	22	22	
		N/A	Pavement Markers (Retroreflective - Blue)				5

The contract prices paid per square foot for **Paint Pavement Markings (2-Coat)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paint pavement markings, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.21 PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 81-3, "Pavement Markers," of the Standard Specifications and these Special Provisions.

The Contractor shall install two-way blue retroreflective markers in accordance with Section 81-3 of the Standard Specifications.

Location of the blue retroreflective pavement markers shall be as shown on California MUTCD 2014 Figure 3B-102 (CA), "Examples of Fire Hydrant Location Pavement Markers," included within these Special Provisions and as directed by the Engineer.

Full compensation for furnishing and placing blue pavement markers shall be considered as included in the contract prices paid for **Pavement Marker (Retroreflective - Blue)** and no additional compensation will be allowed therefor.

10-1.22 SURVEY MONUMENT

Attention is directed to Section 78-2, "Survey Monuments" on the Standard Specifications and these Special Provisions.

The Contractor shall request the County Surveyor to conduct a monument review survey at least two (2) weeks prior to the start of construction of facilitate preservation of existing survey monumentation.

The County Surveyor will provide the contractor with locations of survey monuments prior to paving and will file the required pre-construction documentation. Monuments not disturbed or destroyed during normal construction activities which are within 0.20' of the existing surface prior to construction shall be left exposed at the completion of the paving project. The contractor shall install self-cane sive 1.D. Locators", or equivalent markers approved by the engineer, over monuments prior to paving and remove the markers at the completion of the paving.

The County Surveyor will reset or replace any survey monumentation located by the preconstruction survey which is destroyed or disturbed by normal construction activities associated with the project, and file the required documentation.

The Contractor shall preserve and protect in place any established survey monumentation, when it is possible to do so. In areas of pavement removal where monuments are disturbed or damaged during construction, and the monuments have been located and referenced by a preconstruction survey, the contractor shall remove the damaged monument in its entirety prior to paving. Monuments not disturbed or damaged by construction activities may be left in place. If any survey monumentation is disturbed or destroyed through negligence of the contractor, or by reason of the Contractor's failure to conform to requirements of this section, the survey monumentation shall be replaced or restored by the County Surveyor at the Contractor's expense.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefore.

10-1.23 PORTABLE CHANGEABLE MESSAGE SIGNS

Portable Changeable Message Signs shall conform to the provisions in Sections 12-3.32 "Portable Changeable Message Signs" of the Standard Specifications.

This work shall consist of furnishing, placing, maintaining, relocating as necessary, and removing Portable Changeable Message Signs (PCMS). The purpose of the PCMS is to provide drivers with advanced warning and up to date information on the traffic conditions during construction. Contractor shall coordinate the placement of the PCMSs and the information shown on the boards with the Engineer.

The PCMS shall be installed as the First order of work and shall occur two (2) weeks prior to the start of construction. Contractor shall provide a minimum of two (2) message signs.

Contractor's attention is directed to the Section entitled, "Pennits," elsewhere in these Special Provisions.

The location of the PCMS shall be determined by the contractor in accordance with the specifications herein for review and approval by the Engineer. The signs shall be maintained and relocated if necessary as determined by the Engineer during construction. Recommended locations for the message boards are:

- 1. On Sycamore Creek Drive:
 Intersection of Glen Helen Parkway and Sycamore Creek Drive
- 2. On Clearwater Parkway: Intersection of Clearwater Parkway and Sycamore Creek Drive

If the Engineer determines that a lditional PCMS are necessary, they will be installed by the Contractor at no additional cost to the County.

Location of the Tempo ary traffic controls, regulatory, warning and guide signs have a higher priority than the PCMS. The PCMS shall be placed where they can be easily identified with the corresponding project. If the placement of PCMS conflicts with the newly installed higher priority signs, such as the temporary traffic control devices or other priority devices, the PCMS shall be relocated by the Contractor at no extra cost to the County.

Due to public safety concerns, the PCMS shall not be allowed at the following locations:

- a) On the front, back, adjacent to or around any traffic control device, including traffic signs, traffic control device posts or structures, and
- b) At key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions. These locations include but are not limited to, stop or yield signs, and areas of limited sight distances.

PCMS shall be removed at the completion of the project.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, placing, maintaining, relocating as necessary, and

removing the PCMS, is included in the contract lump sum price paid for **Portable Changeable Message Signs** and no additional compensation will be allowed therefor.

10-1.24 COORDINATION

At a minimum the Contractor shall coordinate the construction activities two (2) weeks in advance prior to construction with cities, agencies, and schools below to minimize conflicts with their schedule:

Entity	Types of Conflict	Hours of Conflict	Contact Phone Number/ E-mail/ Website
County Fire Station 232	Emergency		Emergency Copy et Dan Munsey (909) 880-2131
County Fire Station 75	Emergency		Emek er 27 Contact (909) 867-2727
Burrtec Waste	Contact for Day Trash Collected		Phone: (760) 256-2730 Vebsite: Inlandempirecs@burrtec.com
Paakuma' K-8 School 17825 Sycamore Creek Loop Pkwy, San Bernardino, CA 92407	School Buses, Student Drop- Off & Pick-Lip	School burs: Monday 9:45am-2:35pm Tursday-Friday 7:45am-2:20pm	Phone: (760) 256-2730 E-mail: Victoria.MoralesRobertson@cbcusd.k12.ca.us Website: https://paakuma.sbcusd.com/home

It is the Contractor's responsibility to verify the schedules of the above-mentioned entities to ensure that no conflicts occur with their daily schedules and that the project improvements should either be completed, or the work should be postponed until such a time the work can be completed in its entirety.

Additional contact information of other agencies may be provided to the Contractor during the pre-construction meeting.

Full compensation for conforming to the requirements of this section shall be considered as included in various contract items and no additional compensation will be allowed thereto.







Interoffice Memo

DATE August 17, 2021 **PHONE** 387-8109

FROM HAROLD ZAMORA, P.E., Division Chief 7/3 MAIL CODE 0835

Environmental Management Division

TO MERVAT MIKHAIL, P.E., Division Chief

Transportation Design Division

File: Yard & 3/Rosena Ranch Area

SUBJECT CEQA REVIEW ROSENA RANCH ROAD AND OTHER ROADS (W.O. H15097)

Project Description and Location

The Proposed Project consist of micro mill, scrub stal and slurry seal and reconstruction of curb ramps in accordance with ADA guidelines on Post na Ranch Road and other roads in the community of Devore, San Bernardino County, Calin rna (see attached Location Map). The total length of proposed work is approximately 3.11 miles as depicted in the attached Location Map. No traffic detours or nighttime construction are planned, and all construction activities are planned to occur within and on previously eveloped and disturbed areas. Construction duration is anticipated for approximately 50 working-bays.

County of San Bernardino Development Code 83.01.80(g)(3): exempts noise from temporary construction, maintenance, repair or demolition activities between 7:00 a.m. and 7:00 p.m., except Sundays and Federal holicays.

Biological Resources Evaluation

EMD Ecological Resources Specialists completed an evaluation of the proposed Project; the evaluation included a literature review and reconnaissance field survey on June 28, 2021. The filed survey revealed that the project roads are confined to urban residential developed neighborhoods that are surrounded and enclosed by fencing and brick walls. The principle vegetation within the neighborhoods and project footprint include ornamental trees, shrubs, and grass lawns. As roadwork is being conducted on roads within established neighborhoods and away from native habitat, I have determined that project related activities will not impact any sensitive habitat and/or species. While the habitat is not suitable for the protected species in review, surrounding trees and vegetation in the area could support nesting bird species during nesting bird season.

To avoid impacts to any nesting migratory birds, the following conditions are recommended;

Biological Resources Conditions

- 1. Project related activities be conducted outside of bird nesting season (February 1 August 31).
- 2. If work is scheduled during nesting bird season, a pre-construction nesting bird survey is required to ensure that impacts to any nesting birds are avoided. The survey shall be conducted no more than three days prior to the start of work. If survey results are negative for nesting birds, maintenance can take place during nesting season. If nests are detected, appropriate buffers will be established and the buffered area will be avoided until the nest is no longer active.
- 3. If it is determined that off-pavement work or staging areas are necessary, a pre-construction survey may be required prior to ground disturbing activities.

Cultural Resources Conditions

- 1. Should prehistoric or historic archaeological resources be encluntered during construction, the evaluation of any such resource should proceed in accordance with all appropriate federal state, and local guidelines. Specifically, all won must be halted in the immediate vicinity of the cultural resource found until a qualified archaeologist can assess the significance of the resource.
- 2. If human remains are encountered during construction, then the San Bernardino County Coroner's Office MUST be contacted in a scordance with state law within 24 hours of the find, and all work should be halted until a clearance is given by that office and any other agency involved. The Coroner's Office may be contacted at the Coroner's Division, County of San Bernardino, 175 S. Lang Road, San Bernardino, CA. Tel: (909) 387-2978.

ENVIRONMENTAL DETERMINATION

In compliance with the California Environmental Quality Act (CEQA), Environmental Management Division staff is reviewed the proposed project.

The Proposed Project qualifies for a Class 1 Categorical Exemption, "Existing Facilities" under Section 15301(c) of the CEQA guidelines. Class 1 consists of the "operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use." Class 1 (c) exemption is specific to "existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities." The project also qualifies for a Class 2 Categorical Exemption, "Replacement or reconstruction" under Section 15302(c) "Replacement or reconstruction of existing utility systems and or facilities involving negligible or no expansion of capacity."

General Conditions

- All work, including equipment staging, will remain on paved areas. No new work outside disturbed areas or existing rights-of-way (i.e. existing shoulder-to-shoulder and/or curb-tocurb) will be performed without further environmental evaluations.
- 2. Material staging area shall be clearly delineated in order to keep equipment and trucks within existing paved areas. Further, project related vehicle access, maintenance activities, and equipment storage shall be restricted to established roads, designated access roads, maintenance right-of-ways, and designated storage, staging, and parking areas. Off-road traffic outside of these designated areas shall be prohibited.
- 3. Standard best management practices shall be implemented during all maintenance activities, especially those pertaining to dust control, erosion control, and stormwater pollution prevention. If equipment is parked overnight then a chip pan, or some other form of protection, shall be placed under the vehicle in order to certain any drips, leaks, and or spills. All food and maintenance trash shall be removed from the site daily. Please contact EMD, at (909) 387-7897, with any questions.

It is our opinion that the proposed Rosena Ranch Road and other Roads Project meets the criteria for an exemption under Section 15301(c) and 15302(c) of the CEQA Guidelines. To complete the Categorical Exemption process, I recommend that a Notice of Exemption, together with the required fee, be filed with the Clerk of the Board of Supervisors of the County of San Bernardino. A Notice of Exemption to be filed is incl. ded with this IOM.

Should you need further information or have any questions, please contact AJ Gerber, Planner at x78109, who coordinated this review.

HZ:AJ:nl

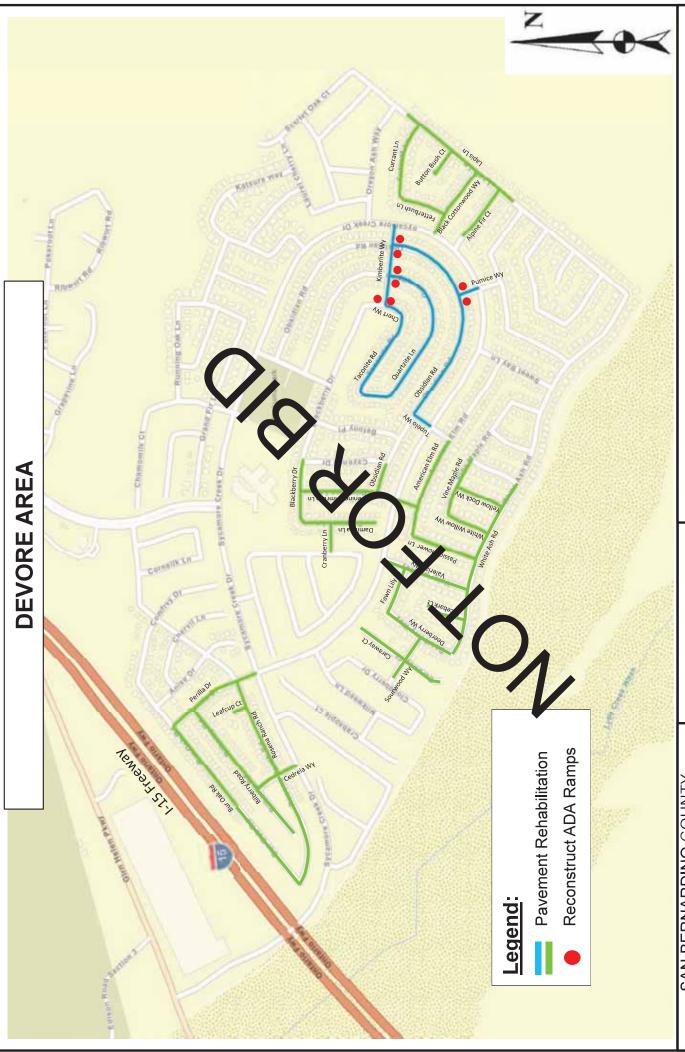
Attachment: Notice of Exemption

Location Map Regional/Victority

Page 3 of 3

Notice of Exemption

To: Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814	From	n: San Bernardino County Department of Public Works Environmental Management Division 825 E. Third Street, Room 123 San Bernardino, CA 92415-0835
 Clerk of the Board of Supervisors County of San Bernardino 385 North Arrowhead Avenue, Second Floor San Bernardino, CA 92415-0130 	or	
Project Description		Applicant
Project Title: Rosena Ranch Road and Other Roads	I	a Demonding County Dept of Dublic Mode
Project Location: The Proposed Project is planned various roads within the Rosena Ranch residential to	for	n Bernardino County Dept of Public Works 825 E. Third Street
which is east of, and adjacent to I-15 and West of I-2 in the community of Devore, San Bernardino Court		Address
California (see attached Location Map).		San Bernar lino, CA 92415-0835
Project Description: The Proposed Project consist		(909) 387-8109
micro mill, scrub seal and slurry seal and reconstruct of curb ramps in accordance with ADA guidelines a other work appurtenant thereto.		Phone
		Representative
		AJ Gerber
. (Name
		Same as Applicant
, V		Address
Harold Zamora, P		
Lead Agency Contact Person		
(909) 387 8109		Same as Applicant
		Phone
Exempt Status: (checker)		
 Ministerial [Sec. 21080(3)(1); 15268]; □ Declared Emergency [Sec. 21080(B)(3); 15269(a □ Emergency Project [Sec. 21080(B)(4); 15269(b)]; 		
☐ Categorical Exemption. State type and section: Existing Facilities and Class 2, 15302(c) Replacement		regorical Exemption Section 15301(c)
Statutory Exemptions. State code number:		ALOH
Other Exemption:		to a constant of a victima and a linear arms at a standard and a s
Reasons why project is exempt: <u>The proposed project facilities</u> , including existing highways and streets, side existing structures and facilities.		
01117 =		
Wareld Lampere	Chief, Environ	nmental Mgmt. Div. 8/17/2021
Signature Harold Zamora, P.E.		Title Date
Signed by Lead Agency □ Signed by A _I	oplicant	
Date received for filing at OPR: N/A		

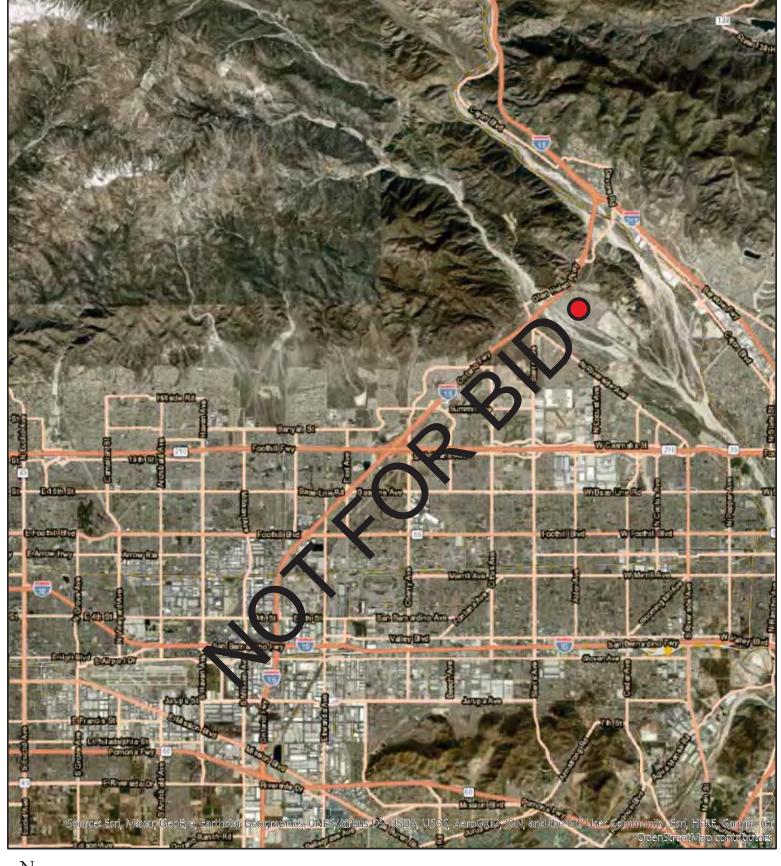


SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC WORKS
YARD 3
DISTRICT 5
WO H15097



LOCATION MAP

ROSENA RANCH ROAD AND OTHER ROADS Various Roads/Locations Pavement Rehabilitation

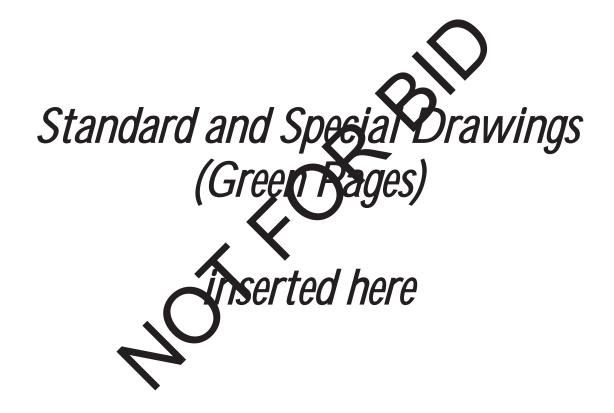




6 Miles

REGIONAL/VICINITY MAP





LIST OF STANDARD AND SPECIAL DRAWINGS (GREEN PAGES)

NOTICE TO RESIDENTS (ENGLISH / SPANISH)

LOCATION MAP (Sheet 1 of 9)
GENERAL NOTES, LEGEND AND ABBREVIATIONS (Sheet 2, 3 & 4 of 9)
TYPICAL SECTION (Sheet 5 of 9)
RAMP DESIGN DETAILS (Sheet 6 thru 9 of 9)

TRAFFIC CONTROL DEVICE (TCD) TABLES

AS BUILT PLANS

Tract 16845-3

Tract 16977

Tract 16977-1

Tract 16978-1

Tract 16978-2

Tract 17771-1

COUNTY STANDARD DRAWINGS

116

119 (Modified)

2015 CALTRANS STANDARD PLANS

RSP A88A (Modified)

RSP T9

T11

T13

2018 CALTRANS STANDARD PLANS

A24D

A24E

A24F

CALIFORNIA 2014 MUTCD (REVISION 6)

Figure 3B-102(CA)

Figure 6H-28

Figure 6H-29

Section 6D.01

Section 6D.02





NOTICE TO THE RESIDENTS OF ROSENA RANCH AND OTHER ROADS

The County of San Bernardino Department of Public Works has contracted with (Company name) for the (type of work) of (name of road) in the (city) are the construction shall include (detailed description of work).

This work will be performed between the dates of (standate) and (end date).

Normal working hours will be between the hours f_____A.M. and ______ P.M. Monday through Friday.

There will be "No Parking Signs" posted on Jour street indicating the specific dates work will be performed on the street. During the time we are working, access to the public will be limited and we ask the following:

- 1. Do not park your vehicles on the roadway
- 2. Do not allow water to run in the roadway
- 3. Do not allow child tender play in the roadway
- 4. Do not place tash and or other debris on the roadway

We regret any inconvenience that this work may cause you and we thank you for your cooperation in assisting us in rebuilding your street.

Thank you.
(Company name)
(Company contact name)
(Company phone number)

If you need further assistance contact the Department of Public Works at (909) 387-7920





NOTIFICACIÓN A LOS RESIDENTES DE ROSENA RANCH y OTROS CAMINOS

El Condado de San Bernardino, Departamento de Obras Públicas, a contratado con (Company name) para (type of work) la calle llamada (name of read) en la ciudad de (city). La construcción va a incluir (detailed description of work).

Este trabajo será hecho entre la fecha de (start d'ate) y (end date). Las horas elegidas para hacer este trabajo serán entre las ______ de la manar y _____ de la tarde de lunes a viernes.

Habrá letreros indicando que "No Habra Estacionamiento" en la calle y especificando el horario cuando el trabajo será hecho. Darante el tiempo que estaremos trabajando en la calle, la entrada para el público será limitad a y por esta razón pedimos lo siguiente:

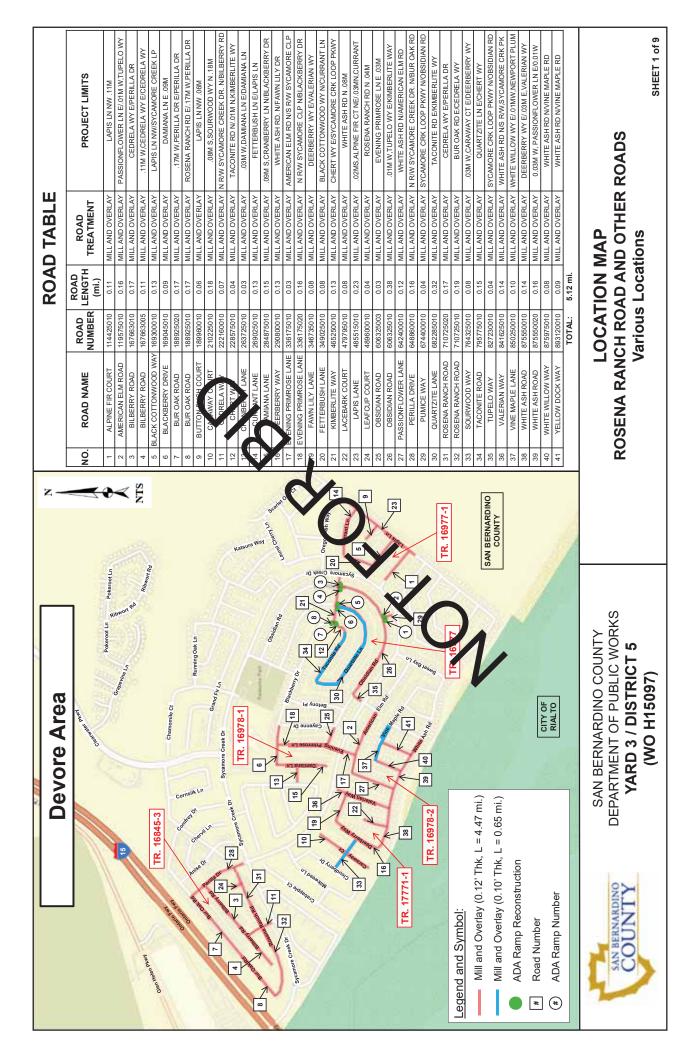
- 1. No estacionen us ven culos en la calle.
- 2. No permita tue sorre A agua hacia la calle.
- 3. No permite que los niños jueguen en la calle.
- 4. No ponga les botes de basura o cualquier otra basura en la calle.

Lamentamos la inconveniencia que causara este trabajo y les agradecemos por su cooperación y asistencia en el mejoramiento de su calle.

Muchas Gracias.

(Company name)
(Company contact name)
(Company phone number)

Si necesita asistencia favor de hablar al Departamento de Obras Publicas, (909) 387-7920.



CONSTRUCTION LEGEND

MILL & OVERLAY (0.10' OR 0.12' THK)

ABBREVIATIONS LEGEND:

 $AC = ASPHALT CONCRETE \qquad HMA = HOT MIX ASPHALT \\ ADA = AMERICANS WITH \qquad NTS = NOT TO SCALE$

DISABLITY ACT RD = ROAD

AVE = AVENUE RW = RIGHT OF WAY

 $C\&G = CURB \ AND \ GUTTER \ SGN = SIGN$ $CL = CENTER \ LINE \ STD = STANDARD$

EP = EDGE OF PAVEMENT SW = SIDEWALK

FL = FLOW LINE TC = TOP OF CURB

EXIST = EXISTING THK = THICKTR = TRACK

GENERAL NOTES

- U. THE FACT THAT ANY UTILITY FACILITY IS SHOWN OR NOT SHOWN UPON THE PLANS SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY UNDER SECTION 5-1.16D "NON-HIGHWAY FACILITIES," OF THE CALTRANS STANDARD SPECIFICATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY, PURSUANT THERETO, TO ASCERTAIN THE LOCATION OF ANY UTILITY FACILITY WHICH MAY BE SUBJECT TO DAMAGE BY REASON OF THE CONTRACTOR'S OPERATIONS.
- 1. THIS PROJECT DOES NOT REQUIRE SURVEY DATA FOR MALL AND OVERLAY. HOWEVER, CONSTRUCTION OF ADA RAMPS SURVEY WORK MAY BE NEEDED TO THE SOLE DISCRETION OF THE RESIDENT ENGINEER. ATTENTION IS DIRECTED TO SECTION "SUPPLEMENTAL WORK AT FORCE ACCOUNT (UNFORESEEN DIFFERING SITE CONDITIONS) ON THE SPECIAL PROVISIONS.
- 2. DIMENSIONS ARE SUBJECT TO TOLERAND S SPECIFIED IN THE CALTRANS STANDARD SPECIFICATIONS.
- 3. ALL PAVEMENT WIDTH DIMENSIONS SHOWN IN THE PLANS ARE TO THE EDGE OF PAVEMENT OR GUTTER LIP UNLESS OTHERWISE NOTED.
- 4. TRANSITIONS AND WARPING SHALL BE AS SHOWN AND AS DETERMINED BY THE ENGINEER.
- 5. MILL AND OVERLAYS SHALL BE FLATHERED TO MEET EXISTING AS SHOWN ON THE PLANS OR AS DETERMINED BY THE ENSINGER.

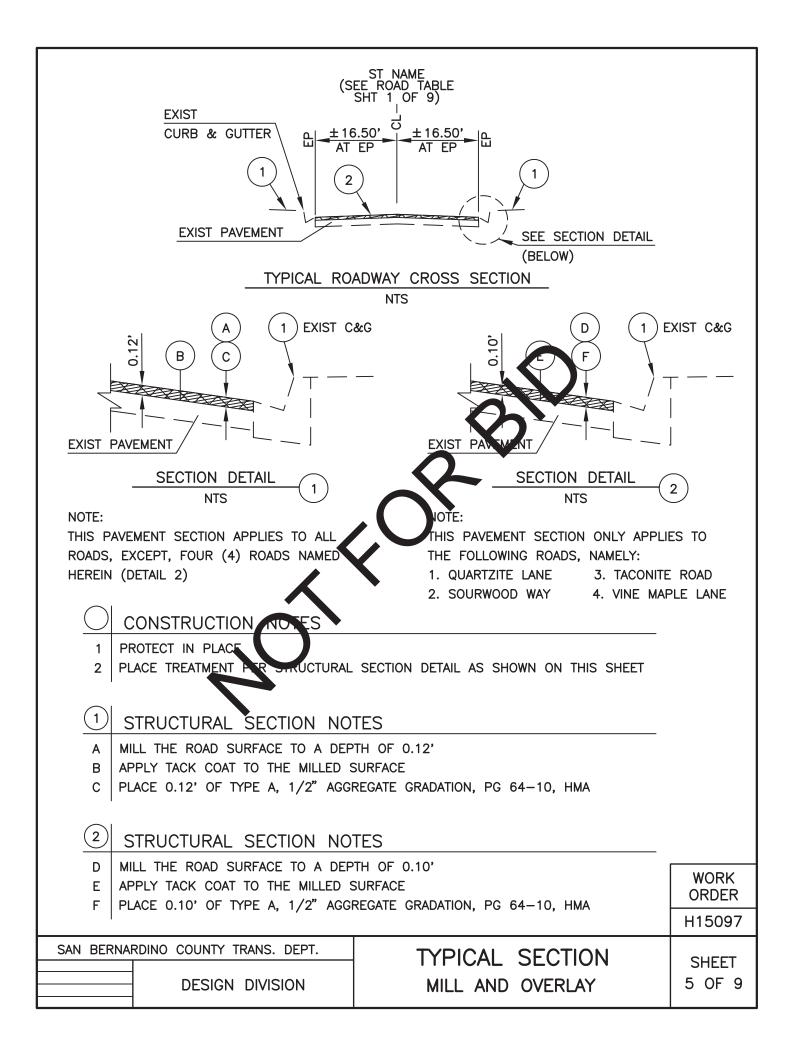
		WORK ORDER
		H15097
SAN BERNARDINO COUNTY TRANS. DEPT.	NOTES, LEGEND AND	SHEET
DESIGN DIVISION	ABBREVIATIONS ROSENA RANCH ROAD AND OTHER ROADS	2 OF 9

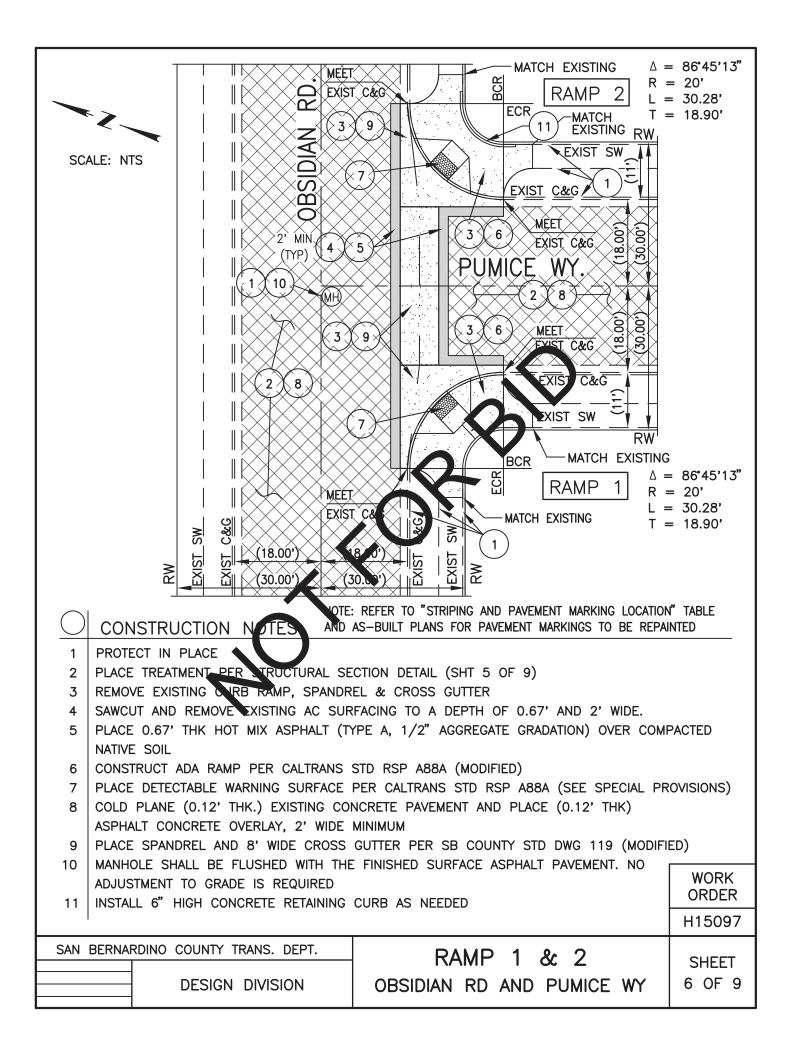
TRAFFIC CONTROL - GENERAL NOTES :

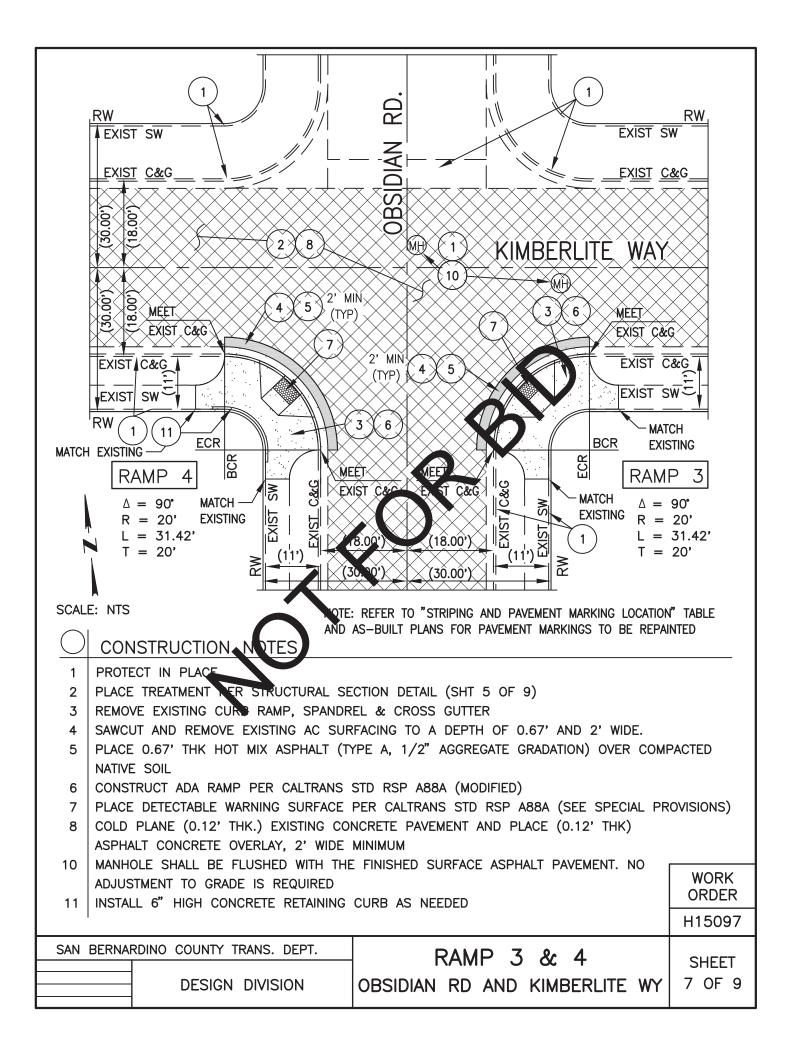
- 1 ALL SIGNING, STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
- 2 ALL STRIPING AND PAVEMENT MARKINGS SHALL BE PAINTED IN CONFORMANCE WITH THE 2018 CALTRANS STANDARD PLANS DATED MAY 31,2018
- 3 ALL STRIPING (LONG LINE) AND PAVEMENT MARKINGS SHALL BE RETRO REFLECTIVE PAINT.
- 4 SIGNS SHALL BE OF HIGH INTENSITY (FHWA TYPE III/IV) RETRO-REFLECTIVE SHEETING EXCEPT:
 - A. "STOP" SIGNS SHALL BE DIAMOND GRADE (FHWA TYPE VII IN RURAL SETTINGS AND TYPE IX IN URBAN SETTINGS) RETRO REFLECTIVE SHEETING.
 - B. "NO PARKING" SIGNS SHALL BE OF SUPER ENGINEERING GRADE (FHWA TYPE II) RETRO REFLECTIVE SHEETING
 - C. SCHOOL SIGNS SHALL BE OF DIAMOND GRADE (FHWA TYPE IX) FLOURECENT YELLOW-GREEN (FYG) RETRO REFLECTIVE SHEETING.
 - D. STREET NAME MARKERS SHALL BE OF DIAMOND GRADE (FHW. TYPE X) RETRO-REFLECTIVE SHEETING AND CONFORM TO COUNTY STANDARD 303.
 - E. CONSTRUCTION SIGNS SHALL BE OF DIAMOND GRADE (FH) A TIME IX) FLOURESCENT ORANGE RETRO-REFLECTIVE SHEETING.
- 5 ALL DELINEATORS, CHANNELIZERS, AND OBJECT MARKERS SMAL BE OF (FHWA TYPE VII) RETRO REFLECTIVE SHEETING.
- 6 SIGNS SHALL BE MOUNTED ON METAL POSTS SINUAR TO COUNTY STANDARDS 303(a) AND 303(b).
- 7 ALL CONFLICTING STRIPING AND PAVEMENT MARKINGS NOT SHOWN ON PLANS SHALL BE REMOVED BY THE CONTRACTOR, REMOVAL SHALL BE ACCOMPLISHED BY SANDBLASTING, GRINDING, OR AS DIRECTED BY COUNTY REPRESENTALVE.
- 8 ALL CONFLICTING SIGNS SHALL BE KIMO'ED, RELOCATED, OR COVERED BY THE CONTRACTOR, RELOCATABLE SIGNS SHALL BE INSTALL D AS SPECIFIED ON THE PLANS OR AS DIRECTED BY COUNTY REPRESENTATIVE.
- 9 ALL UNPROTECTED LOCATIONS RESULTING IN ISOLATED ABRUPT DEPRESSIONS OR ELEVATED OBJECTS (I.E. CATCH BASINS, HE OWALLS, POWER POLES, END TREATMENT OF ASPHALT DIKES AND CONCRETE CURBS) THAT BE PROTECTED BY DELINEATORS OR BARRIERS PER THE CALIFORNIA MUTCD LATEST EDITION.
- 10 ALL EXISTING SIGNING STRIPING AND PAVEMENT MARKINGS (I.E. CROSS STREET STOP, STOP LIMIT LINE, AND CROSS WALL PAVEMENT MARKINGS) NOT SHOWN ON PLANS, IF REMOVED/OBLITE STOP HALL BE REPLACED/RESTORED OF SAME KIND, AND IN CONFORMANCE WITH THE CALIFOR WA MUTCH LATEST EDITION.
- 11 THE CONTRACTOR SHALL NOTIFY COUNTY REPRESENTATIVE TO SCHEDULE A FINAL REVIEW (WALK THROUGH) WITH TRAFFIC DIVISION PERSONNEL FOR APPROVAL OF TRAFFIC CONTROL DEVICES PRIOR TO PROJECT ACCEPTANCE.
- 12 TRAFFIC SIGNS NOT IDENTIFIED TO BE RELOCATED/REMOVED SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE DIRECTED BY THE COUNTY RESIDENT ENGINEER.

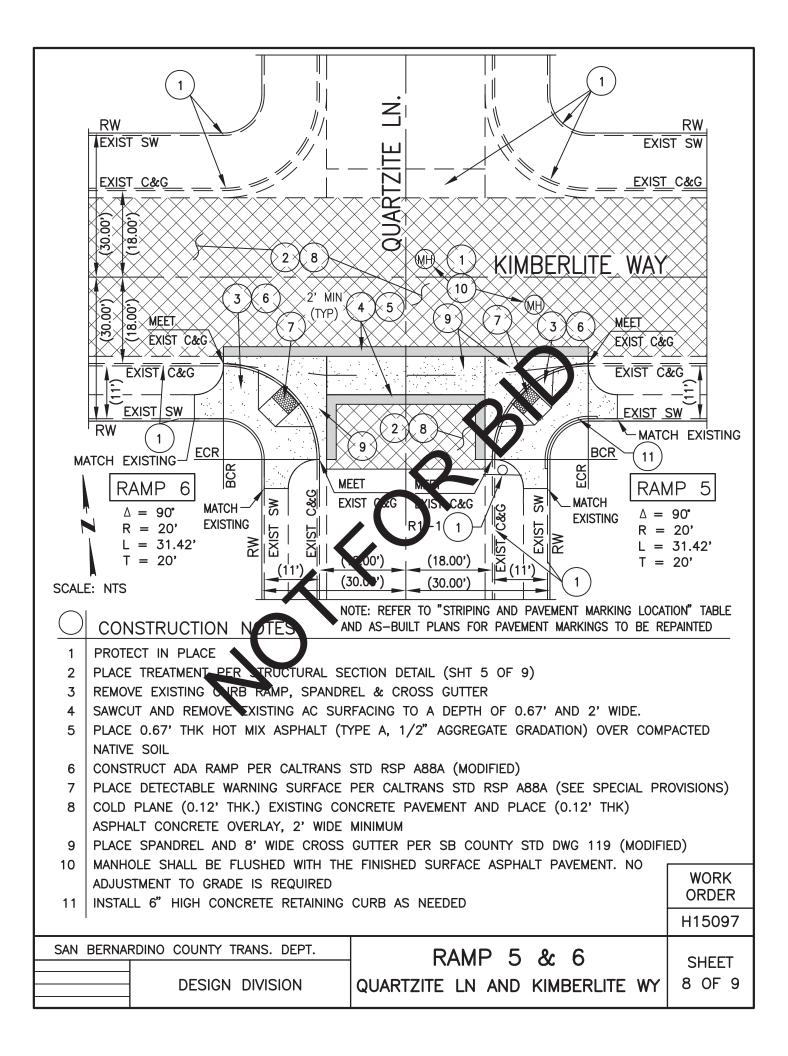
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SAN BERNARDINO COUNTY TRANS. DEPT.	TRAFFIC NOTES	SHEET
DESIGN DIVISION	ROSENA RANCH ROAD AND OTHER ROADS	3 OF 9

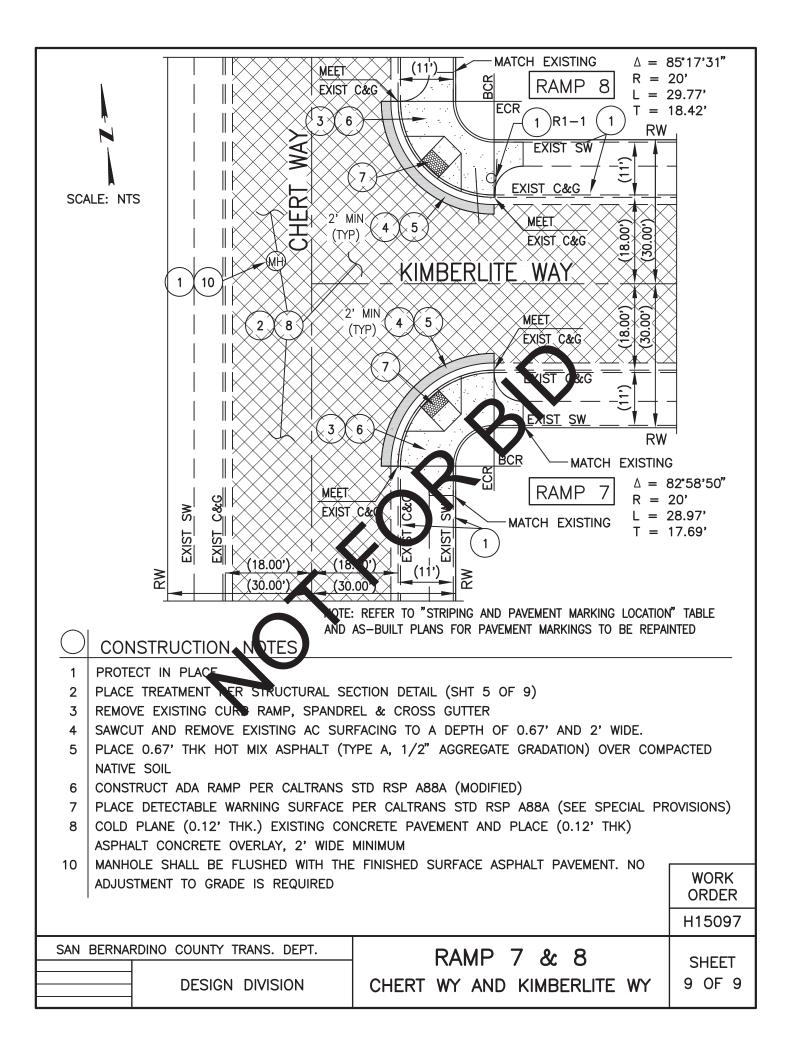
MP D	RAMP DETAIL TABLE:						
	LOCATION	FLO	FLOW LINE ISSUE?	CURB	RAMP RUNNING LENGTH	PROPOSED RAMP TYPE	UTILITY RELOCATION?
1	SW CORNER, PUMICE WY AND OBSIDIAN RD INTERSECTION		2	6,	12,	TYPE A RAMP W/ SPANDREL	QN ON
	SE CORNER, PUMICE WY AND OBSIDIAN RD INTERSECTION		SN SN	6,	12,	TYPE A RAMP W/ SPANDREL	ON
ıl			NO	6"	12'	TYPE A RAMP W/ GUTTER	ON
	S, KIMBERLITE WY AND OBSIDIAN		NO	6"	12'	TYPE A RAMP W/ GUTTER	ON
ıV)	SE CORNER, QUARTZITE LN AND KIMBERLITE WAY INTERSECTION		ON	9	12	TYPE A RAMP W/ SPANDREL	ON
ומזו		Z	NO	6"	12'	TYPE A RAMP W/ SPANDREL	ON
			NO	6"	70	TYPE A RAMP W/ GUTTER	NO
. 1	CHERT WY AND KIMBERLITE		NO	9	12	A RAMP W/	ON ON
	9						
							WORK
							ORDER
							H15097
וואו	BERNARDINO COUNTY TRANS. DEPT.	RAM	lP D	ESI(RAMP DESIGN NOTES	OTES	SHEET
	NOISINIO	NA RAN	ICH F	SOAD	AND (ROSENA RANCH ROAD AND OTHER ROADS	5











Note: The contractor shall take all necessary measurements and photos of all existing traffic control devices including stripes, pavement markings, and channelizes prior to their removal. The purpose for measurements and photos is to establish a record of existing traffic control devices. The record shall be used for repainting and applying traffic stripes and pavement markings. The pavement markings and traffic striping shall be repainted and applied per as directed by the engineer and per the "Paint Pavement Markings sections of these Special Provisions.

ALPINE FIR COURT FROM LAPIS LN NW .11M

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	EW	0	0	LAPIS LANE
Marking	Stop Limit Line	EB	0.007	0	NW,LAPIS LN
Marking	Stop	EB	0.009	0	45FT NW,LAPIS LN

• Refer to As-built Plans Tract Map No. 16977-1 Sheet 7 of 10 for additional pavement marking construction details and locations.

AMERICAN ELM ROAD FROM PASSIONFLOWER LN E/21M V, TU ELO WY

STRIPING AND PAVEMENT MARKING LOCAT DNS 3 TO 010

TCD TYPE	DESCRIPTION	DIR	START	L'ND	REMARKS
N/A	Intersection	No.	0	0	PASSION FLOWER LANE
N/A	Pavement Marker (Retroreflective - Blue	₹W.	0.035	0	60FT W,EVENING PRIMROSE LN
N/A	Intersection	N	0.046	0	EVENING PRIMROSE LANE
N/A	Pavement Marker (Retroreflective Jue)	EW	0.085	0	200FT E,EVENING PRIMROSE LN
N/A	Pavement Marker (Retro e Vective - Blue)	EW	0.129	0	440FT W,EVENING PRIMROSE LN
N/A	End of read sequence	EW	0.16	0	.01M W,TUPELO WY

BILBERRY ROAD FROM .11M W,CEDRELA WY E/CEDRELA WY

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 005

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Beg of road sequence	NS	0	0	.11M W,CEDRELA WY
N/A	Intersection	NS	0.11	0	CEDRELA WAY

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BILBERRY ROAD FROM CEDRELA WY E/PERILLA DR

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	NS	0	0	CEDRELA WAY
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.026	0	135FT W,CEDRELA WY
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.068	0	360FT E,CEDRELA WY
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.112	0	305FT W,PERILLA DR
Marking	Stop	EB	0.162	0	40FT W,PERILLA DR
Marking	Stop Limit Line	EB	0.165	0	W,PERILLA DR
N/A	Intersection	NS	0.17	0	PERILLA DRIVE

BLACK COTTONWOOD WAY FROM LAPIS LN NW/SYCAMORE CREEK LP

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	: ND	REMARKS
N/A	Intersection	NS	0	0	LAPIS LANE
Marking	Stop Limit Line	EB	0.007		W,LAPIS LN
Marking	Stop	E	0.009	0	45FT W,LAPIS LN
N/A	Intersection	NS	0.088	0	FETTERBUSH LANE
Marking	Stop	WB	0.114	0	85FT E,SYCAMORE CRK LOOP PKWY
Marking	White Basic Crosswalk	PE	0.117	0	E,SYCAMORE CREEK LOOP PKWY
N/A	Intersection	EW	0.118	0	SYCAMORE CREEK LOOP PKWY

• Refer to As-built Plans Tract Map No. 169 7-1 Short 2 of 10 for additional pavement marking construction details and locations.

PLACKBERRY DRIVE FROM DAMIANA LN E .09M

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	NS	0	0	DAMIANA LANE
N/A	Intersection	NS	0.05	0	EVENING PRIMROSE LANE
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.082	0	168FT E,EVENING PRIMROSE LN
N/A	End of road sequence	EW	0.09	0	210FT E,EVENING PRIMROSE LN

• Refer to As-built Plans Tract Map No. 16978-1 Sheet 4 of 10 for additional pavement marking construction details and locations.

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BUR OAK ROAD FROM ROSENA RANCH RD E/.17M W,PERILLA DR

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	EW	0	0	ROSENA RANCH RD
N/A	End of road sequence	EW	0.17	0	.17M W,PERILLA DR-END SEQ

BUR OAK ROAD FROM .17M W,PERILLA DR E/PERILLA DR

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 020

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Beg of road sequence	EW	0	0	.17M W,PERILLA DR
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.051	0	12M W,PERILLA DR
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.112		805FT W,PERILLA DR
Marking	Stop	EB	0.161	0	50FT W,PERILLA DR
Marking	Stop Limit Line	EB	0.164	0	W,PERILLA DR
N/A	Intersection	NS	0.17		PERILLA DRIVE

BUTTON BUSH COUR FROM

AVENENT WARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	NS	0	0	LAPIS LANE
Marking	Stop Liant Line	NB	0.008	0	NW,LAPIS LN
Marking	top	NB	0.01	0	50FT NW,LAPIS LN
N/A	Pavement Markes (A. tro-eflective - Blue)	EW	0.039	0	205FT NW,LAPIS LN

1 Sheet 8 of 10 for additional pavement marking construction details and locations. · Refer to As-built Plans Tract Ma

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CARAWAY COURT FROM .08M S,SOURWOOD WY N .18M

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Beg of road sequence	NS	0	0	.08M S,SOURWOOD WY
N/A	Pavement Marker (Retroreflective - Blue)	NS	0.049	0	165FT S,SOURWOOD WY
Marking	Stop	NB	0.07	0	50FT S,SOURWOOD WY
Marking	Stop Limit Line	NB	0.073	0	S,SOURWOOD WY
N/A	Intersection	EW	0.08	0	SOURWOOD WAY
Marking	Stop Limit Line	SB	0.085	0	N,SOURWOOD WY
Marking	Stop	SB	0.087	0	35FT S,SOURWOOD WY
N/A	Pavement Marker (Retroreflective - Blue)	NS	0.131	0	210FT N,SOURWOOD WY

CEDRELA WAY FROM N R/W SYCAMORE CREEK DR V/BILF ZRRY F

STRIPING AND PAVEMENT MARKING LOCATIONS 5 Q 010

TCD TYPE	DESCRIPTION	DIR	START	TV D	REMARKS
N/A	Beg of road sequence	N	1	0	N R/W SYCAMORE CREEK ROAD
Marking	White Basic Crosswalk	PI	0	0	N,SYCAMORE CREEK RD
Marking	Stop	SB	0.004	0	N,SYCAMORE CREEK RD
N/A	Intersection	LVV	0.028	0	ROSENA RANCH ROAD
Marking	Stop	NB	0.062	0	40FT S,BILBERRY RD
Marking	Stop Limit Lin	NB	0.065	0	S,BILBERRY RD
N/A	Intersection	EW	0.07	0	BILLBERRY ROAD

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	EW	0	0	TACONITE ROAD
N/A	Pavement Marker (Retroreflective - Blue)	NS	0.01	0	130FT S,KIMBERLITE WY
N/A	Intersection	EW	0.035	0	KIMBERLITE WAY

• Refer to As-built Plans Tract Map No. 16977 Sheet 7 of 12 for additional pavement marking construction details and locations.

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CRANBERRY LANE FROM CORKTREE DR E/DAMIANA LN

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	NS	0.00	0	CORKTREE DR
Marking	Stop Limit Line	WB	.005		25FT E, CORKTREE DR
Marking	Stop	WB	.006		33FT E, CORKTREE DR
Marking	Stop	EB	0.039	0	50FT W,DAMINANA LN
Marking	Stop Limit Line	EB	0.042	0	W,DAMIANA LN
N/A	Intersection	NS	0.048	0	DAMIANA LANE

Refer to As-built Plans Tract Map No. 16978-1 Sheet 6 of 10 for additional pavement marking construction details and locations.

CURRANT LANE FROM FETTERBUSH LN E/LAPIS LN

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	1 ND	REMARKS
N/A	Intersection	NS	0	0	FETTERBUSH LANE
Marking	Stop	EB	0.117		65FT W,LAPIS LN
Marking	Stop Limit Line	F	.12	0	W,LAPIS LN
N/A	Intersection	NS	0.13	0	LAPIS LANE

• Refer to As-built Plans Tract Map No. 16977-1 Sheet 4 of 10 for additional avenuent marking construction details and locations.

DAMIANA LANE FROM SOM S, CRANBERRY LN N/BLACKBERRY DR

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCP' TOW	DIR	START	END	REMARKS
N/A	Beg of rolld sequence	EW	0	0	.09M S,CRANBERRY LN
N/A	in era etion	EW	0.09	0	CRANBERRY LANE
N/A	inter action	EW	0.14	0	BLACKBERRY DRIVE

• Refer to As-built Plans Tract Map No. 16978-1 Sheet 5 of 10 for additional pavement marking construction details and locations.

DEERBERRY WAY FROM WHITE ASH RD N/FAWN LILY LN

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	NS	0	0	WHITE ASH ROAD
N/A	Pavement Marker (Retroreflective - Blue)	NS	0.023	0	120FT N,WHITE ASH RD
N/A	Intersection	EW	0.06	0	SOURWOOD WAY
N/A	Intersection	EW	0.13	0	FAWN LILY LANE

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EVENING PRIMROSE LANE FROM AMERICAN ELM RD N/S R/W SYCAMORE CLP

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	EW	0	0	AMERICAN ELM ROAD
Marking	Stop Limit Line	SB	0.006	0	N,AMERICAN ELM RD
Marking	Stop	SB	0.008	0	45FT N,AMERICAN ELM RD
Marking	Stop	NB	0.025	0	S,SYCAMORE CREEK LOOP PKWY
Marking	White Basic Crosswalk	PS	0.028	0	S,SYCAMORE CREEK LOOP PKWY
N/A	End of road sequence	NS	0.03	0	S R/W SYCAMORE CREEK LOOP PKWY

EVENING PRIMROSE LANE FROM N R/W SYCAMORE CL. N/BLA KBERRY DR

STRIPING AND PAVEMENT MARKING LOCAL DNS FO V20

TCD TYPE	DESCRIPTION	DIR	START	FN	REMARKS
N/A	Beg of road sequence	N	0	0	N R/W SYCAMORE CRK LOOP PKWY
Marking	White Basic Crosswalk	7	0	0	N,SYCAMORE CRK LOOP PKWY
Marking	Stop	SB	0.005	0	25FT N,SYCAMORE CRK LOOP PKWY
N/A	Pavement Marker (Retroreflective Lue)	NS	0.02	0	40FT S,OSIDIAN RD
N/A	Intersection	EW	0.028	0	OSIDIAN ROAD
Marking	Stop	NB	0.147	0	70FT S,BLACKBERRY DR
Marking	Stop Light Line	NB	0.15	0	S,BLACKBERRY RD
N/A	Inte section	EW	0.16	0	BLACKBERRY DRIVE

• Refer to As-built Plans Tract Map No. 69321 Short 2 of 10 for additional pavement marking construction details and locations.

FAWN LILY LANE FROM DEERBERRY WY E/VALERIAN WY

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	NS	0	0	DEERBERRY WAY
Marking	Stop	EB	0.07	0	50FT W,VALERIAN WY
Marking	Stop Limit Line	EB	0.073	0	W,VALERIAN WY
N/A	Intersection	NS	0.08	0	VALERIAN WAY

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FETTERBUSH LANE FROM BLACK COTTONWOOD WY N/CURRANT LN

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	EW	0	0	BLACK COTTONWOOD WAY
Marking	Stop Limit Line	SB	0.007	0	N,BLACK COTTONWOOD WY
Marking	Stop	SB	0.009	0	45FT N,BLACK COTTONWOOD WY
N/A	Pavement Marker (Retroreflective - Blue)	NS	0.046	0	180FT S,CURRANT LN
N/A	Intersection	EW	0.08	0	CURRANT LANE

• Refer to As-built Plans Tract Map No. 16977-1 Sheet 3 of 10 for additional pavement marking construction details and locations.

KIMBERLITE WAY FROM CHERT WY E/SYCAMORE CDX LS OP PKWY STRIPING AND PAVEMENT MARKING LOCATIONS S FO 017

TCD TYPE	DESCRIPTION	DIR	STAP	: YID	REMARKS
N/A	Intersection	NS	0	0	CHERT WAY
Marking	Stop Limit Line	WB	005	7	E,CHERT WY
Marking	Stop	W.	007	0	W,CHERT WY
N/A	Pavement Marker (Retroreflective - Blue)	W	0.039	0	205FT E,CHERT WY
N/A	Intersection	NS	0.048	0	QUARTZITE LANE
N/A	Pavement Marker (Retroreflective Blue)	EW.	0.072	0	126FT W, OBSIDIAN RD
N/A	Intersection	NS	0.096	0	OBSIDIAN ROAD
Marking	Stop	EB	0.117	0	W,SYCAMORE CREEK LOOP PKWY
Marking	White Basic Cro swalk	PW	0.12	0	W,SYCAMORE CREEK LOOP PKWY
N/A	K tell ection	NS	0.127	0	SYCAMORE CREEK LOOP PKWY

• Refer to As-built Plans Tract Man No. 16. 7 Sheet 6 of 12 for additional pavement marking construction details and locations.

LACEBARK COURT FROM WHITE ASH RD N .08M

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	EW	0	0	WHITE ASH ROAD
Marking	Stop Limit Line	SB	0.005	0	N,WHITE ASH RD
Marking	Stop	SB	0.007	0	35FT N,WHITE ASH RD

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LAPIS LANE FROM .02MS, ALPINE FIR CT NE/.03MN, CURRANT

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Beg of road sequence	NS	0	0	.02M S,APLINE FIR CT
N/A	Intersection	EW	0.02	0	ALPINE FIR COURT
N/A	Intersection	EW	0.07	0	BLACK COTTONWOOD WAY
N/A	Pavement Marker (Retroreflective - Blue)	NS	0.095	0	120FT S,BUTTON BUSH CT
N/A	Intersection	EW	0.123	0	BUTTON BUSH COURT
N/A	Intersection	EW	0.192	0	CURRANT LANE
N/A	End of road sequence	NS	0.23	0	.03M N,CURRANT LANE

• Refer to As-built Plans Tract Map No. 16977-1 Sheets 5, 6 of 10 for additional pavement marking construction details and locations.

LEAFCUP COURT FROM ROSENA RANCH RP N .04N

STRIPING AND PAVEMENT MARKING LOCATIONS SELOCATIONS SE

TCD TYPE	DESCRIPTION	DIR	STAR	≜ND	REMARKS
N/A	Intersection	EW	0		ROSENA RANCH ROAD
Marking	Stop Limit Line	SP	005	0	N,ROSENA RANCH RD
Marking	Stop	SB	0.008	0	40FT N,ROSENA RANCH RD

OBSIDIAN ROAD ROM EVENING PRIMROSE LN E .03M

STRIPING AND PAY MENT MARKING LOCATIONS SEQ 003

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Inter ectio	NS	0	0	EVENING PRIMROSE LANE
Marking	Stop imit Lin	WB	0.006	0	E,EVENING PRIMROSE LN
Marking	Ste	WB	0.008	0	45FT E,EVENING PRIMROSE LN
N/A	End of road sequence	EW	0.03	0	160FT E,EVENING PRIMROSE LN

• Refer to As-built Plans Tract Map No. 16978-1 Sheet 3 of 10 for additional pavement marking construction details and locations.

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OBSIDIAN ROAD FROM .01M W,TUPELO WY E/KIMBERLITE WAY

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Beg of road sequence	EW	0	0	.01M W,TUPELO WAY
N/A	Intersection	EW	0.01	0	TUPELO WAY
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.032	0	115FT E,TUPELO WY
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.086	0	400FT E,TUPELO WY
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.14	0	465FT W,PUMICE WY
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.196	0	170FT W,PUMICE WY
N/A	Intersection	NS	0.228	0	PUMICE WAY
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.277	0	260FT E,PUMICE WAY
Marking	Stop	NB	0.368	0	S,KIMBERLITE WY
Marking	Stop Limit Line	NB	0.371	0	S,KIMBERLITE WY
N/A	Intersection	EW	0.377	0	KIMBERLITE WAY
Marking	Stop Limit Line	SB	0.383	0	N,KIMBERLITE WY
Marking	Stop	SB	0.38/		N,KIMBERLITE WY

• Refer to As-built Plans Tract Map No. 16977 Sheets 3, 4, & 5 of 12 for additional pavel, at marking construction details and locations.

PASSION FLOWER LANE FROM WIN YEAR H RD N/AMERICAN ELM RD

STRIPING AND PAYEMENT MALKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	EW	0	0	WHITE ASH ROAD
Marking	Stop Limit Zine	SB	0.006	0	N,WHITE ASH RD
Marking	qo 2	SB	0.009	0	45FT N,WHITE ASH RD
N/A	Pavement Marker Retrore lective - Blue)	NS	0.042	0	220FT N,WHITE ASH RD
N/A	Pavement Marke (keeperflective - Blue)	NS	0.102	0	95FT S,AMERICAN ELM RD
N/A	inter ction	EW	0.12	0	AMERICAN ELM ROAD

Refer to As-built Plans Tract Map No. 16978-2 Sheet 4 of 10 for additional pavement marking construction details and locations.

COUNTY OF SAN BERNARDINO				
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PERILLA DRIVE FROM N R/W SYCAMORE CREEK DR N/BUR OAK RD

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Beg of road sequence	NS	0	0	N R/W SYCAMORE CREEK DRIV
Marking	White Basic Crosswalk	PN	0	0	N,SYCAMORE CREEK DR
Marking	Stop	SB	0.005	0	N,SYCAMORE CREEK DR
N/A	Intersection	EW	0.029	0	ROSENA RANCH ROAD
N/A	Pavement Marker (Retroreflective - Blue)	NS	0.062	0	175FT N,ROSENA RANCH RD
N/A	Pavement Marker (Retroreflective - Blue)	NS	0.112	0	25FT S,BILBERRY RD
N/A	Intersection	EW	0.117	0	BILLBERRY ROAD
Marking	Stop	NB	0.152	0	40FT S,BUR OAK RD
Marking	Stop Limit Line	NB	0.154	0	S,BUR OAK RD
N/A	Intersection	EW	0.16	0	BUR OAK ROAD

PUMICE WAY FROM SYCAMORE CRK LOO, PKY IT YOUSIDIAN RE

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	ΕV	0	0	SYCAMORE CREEK LOOP PKWY
Marking	White Basic Crosswalk	DI	0.009	0	N,SYCAMORE CREEK LOOP PKWY
Marking	Stop	SB	0.013	0	N,SYCAMORE CREEK LOOP PKWY
Marking	Stop	NB	0.026	0	S,OBSIDIAN RD
Marking	Stop / mit Live	NB	0.028	0	S,OBSIDIAN RD
N/A	Intersection	EW	0.035	0	OBSIDIAN ROAD

• Refer to As-built Plans Tract Map No. 10.977 state (2 of 12 for additional pavement marking construction details and locations.

COUNTY OF SAN BERNARDINO					
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QUARTZITE LANE FROM TACONITE RD E/KIMBERLITE WY

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	EW	0	0	TACONITE ROAD
N/A	Pavement Marker (Retroreflective - Blue)	NS	0.023	0	120FT S,TACONITE RD
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.089	0	.2M W,KIMBERLITE WY
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.147	0	.17M W,KIMBERLITE WY
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.205	0	.11M W,KIMBERLITE WY
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.258	0	330FT W,KIMBERLITE WY
Marking	Stop	NB	0.312	0	S,KIMBERLITE WY
Marking	Stop Limit Line	NB	0.315	0	S,KIMBERLITE WY
N/A	Intersection	EW	0.32	0	KIMBERLITE WAY
Marking	Stop Limit Line	SB	0.325	0	N,KIMBERLITE WY
Marking	Stop	SB	0.327	0	N,KIMBERLITE WY

• Refer to As-built Plans Tract Map No. 16977 Sheets 7, 9, 10 of 12 for additional pavement making a paraction details and locations.

ROSENA RANCH ROAD FROM BUP DAK RD E/CEDRELA WY

TCD TYPE	DESCRIPTION	DI	START	END	REMARKS
N/A	Intersection	EW	0	0	BUR OAK RD
Marking	Stop	EB	0.18	0	50FT W,CEDRELA WAY
Marking	Stop Limit Line	EB	0.183	0	W,CEDRELA WAY
N/A	Interguen	NS	0.19	0	CEDRELA WAY

COUNTY OF SAN BERNARDINO				
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ROSENA RANCH ROAD FROM CEDRELA WY E/PERILLA DR

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 020

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	NS	0	0	CEDRELA WAY
Marking	Stop Limit Line	WB	0.006	0	E,CEDRELA WY
Marking	Stop	WB	0.009	0	45FT E,CEDRELA WY
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.025	0	130FT E,CEDRELA WY
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.085	0	200FT W,LEAF CUP CT
N/A	Intersection	NS	0.123	0	LEAF CUP COURT
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.139	0	85FT E,LEAF CUP CT
Marking	Stop	EB	0.16	0	50FT W,PERILLA DR
Marking	Stop Limit Line	EB	0.163	0	W,PERILLA DR
N/A	Intersection	NS	0.17	0	PERILLA DRIVE

SOURWOOD WAY FROM .03M W,CARAWAY CT E/DL TRBLERRY WY

STRIPING AND PAVEMENT MARKING LOCATION SEQ 010

TCD TYPE	DESCRIPTION	D	S ART	END	REMARKS
N/A	Beg of road sequence	FW	0	0	160FT W,CARAWAY CT
N/A	Intersection	NS	0.03	0	CARAWAY COURT
Marking	Stop	EB	0.07	0	50FT W,DEERBERRY WY
Marking	Stop Limit Line	ЕB	0.073	0	W,DEERBERRY WY
N/A	Intersection	NS	0.08	0	DEERBERRY WAY

TICON TE ROAD FROM QUARTZITE LN E/CHERT WY

RIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	TION	DIR	START	END	REMARKS
N/A	n tersection	ZZ	0	0	QUARTZITE LANE
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.046	0	240FT E,QUARTZITE LN
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.096	0	285FT W,CHERT WY
N/A	End of road sequence	NS	0.098	0	E/CHERT WY

• Refer to As-built Plans Tract Map No. 16977 Sheet 8 of 12 for additional pavement marking construction details and locations.

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TUPELO WAY FROM SYCAMORE CRK LOOP PKWY N/OBSIDIAN RD

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	EW	0	0	SYCAMORE CREEK LOOP PKWY
Marking	White Basic Crosswalk	PN	0.009	0	N,SYCAMORE CREEK LOOP PKWY
Marking	Stop	SB	0.012	0	N,SYCAMORE CREEK LOOP PKWY
Marking	Stop	NB	0.025	0	S,OBSIDIAN RD
Marking	Stop Limit Line	NB	0.028	0	S,OBSIDIAN RD
N/A	Intersection	EW	0.038	0	OBSIDIAN ROAD

• Refer to As-built Plans Tract Map No. 16977 Sheet 2 of 12 for additional pavement marking construction details and locations.

VALERIAN WAY FROM WHITE ASH RD N/S R/W, SYC, MORE CRK PK

STRIPING AND PAVEMENT MARKING LOCAL ONS SECUTION

TCD TYPE	DESCRIPTION	DIR	START	EN	REMARKS
N/A	Intersection	EW	0	0	WHITE ASH ROAD
Marking	Stop Limit Line	SL	5.00	0	N,WHITE ASH RD
Marking	Stop	34	2,008	0	40FT N,WHITE ASH RD
N/A	Pavement Marker (Retroreflective - Blu)	NS	0.054	0	285FT N,WHITE ASH RD
N/A	Intersection	FV.	0.112	0	FAWN LILY LANE
Marking	Stop	EB	0.137	0	SYCAMORE CREEK LOOP PKWY E
Marking	White Basic Crossvalk	PS	0.139	0	S,SYCAMORE CRK LOOP PKWY
N/A	End of rold sequence	EW	0.14	0	S R/W SYCAMORE CRK LOOP PKWY

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VINE MAPLE LANE FROM WHITE WILLOW WY E/.01MW, NEWPORT PLUM

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	NS	0	0	WHITE WILLOW WAY
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.031	0	70FT W,YELLOW DOCK WY
N/A	Intersection	NS	0.044	0	YELLOW DOCK WAY
N/A	End of road sequence	EW	0.1	0	.01M W,NEWPORT PLUM WAY

• Refer to As-built Plans Tract Map No. 16978-2 Sheet 6 of 10 for additional pavement marking construction details and locations.

WHITE ASH ROAD FROM DEERBERRY WY E/.03M E, VALERIAN WY

STRIPING AND PAVEMENT MARKING LOCATION SEQ 01

TCD TYPE	DESCRIPTION	DIR	START	FND	REMARKS
N/A	Intersection	NS	0	9	DEERBERRY WAY
N/A	Intersection	NS	0.065	0	LACEBARK COURT
N/A	Intersection	NS	0 113	0	VALERIAN WAY
N/A	End of road sequence	EVV	U. 1-1-	0	160FT E,VALERIAN WY

WHITE ASH ROAD FROM COM W,PASSIONFLOWER LN E/.01W,NEWPO

STRIPING AND PAVENENT MARKING LOCATIONS SEQ 020

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Beg of road sequence	EW	0	0	.03M W,PASSION FLOWER LN
Marking	Sap	EB	0.015	0	55FT W, PASSION FLOWER LN
Marking	Stop Mit Line	EB	0.018	0	W,PASSION FLOWER LN
N/A	Intersection	NS	0.026	0	PASSION FLOWER LANE
Marking	Stop Limit Line	WB	0.032	0	E,PASSION FLOWER LN
Marking	Stop	WB	0.034	0	40FT E,PASSION FLOWER LN
N/A	Intersection	NS	0.073	0	WHITE WILLOW WAY
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.092	0	100FT E,WHITE WILLOW WY
N/A	Intersection	NS	0.122	0	YELLOW DOCK WAY
N/A	Pavement Marker (Retroreflective - Blue)	EW	0.149	0	140FT W,YELLOW DOCK WY
N/A	End of road sequence	EW	0.16	0	.01 W,NEWPORT PLUM WAY

• Refer to As-built Plans Tract Map No. 16978-2 Sheet 5 of 10 for additional pavement marking construction details and locations.

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WHITE WILLOW WAY FROM WHITE ASH RD N/VINE MAPLE RD

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 010

TCD TYPE	DESCRIPTION	DIR	START	END	REMARKS
N/A	Intersection	EW	0	0	WHITE ASH ROAD
Marking	Stop Limit Line	SB	0.006	0	N,WHITE ASH RD
Marking	Stop	SB	0.008	0	40FT N,WHITE ASH RD
N/A	Pavement Marker (Retroreflective - Blue)	NS	0.037	0	195FT N,WHITE ASH RD
N/A	Intersection	EW	0.08	0	VINE MAPLE ROAD

• Refer to As-built Plans Tract Map No. 16978-2 Sheet 7 of 10 for additional pavement marking construction details and locations.

YELLOW DOCK WAY FROM WHITE ASH RD N/VINE MAPLE RD

STRIPING AND PAVEMENT MARKING LOCATIONS SEQ 01

TCD TYPE	DESCRIPTION	DIR	START	ND	REMARKS
N/A	Intersection	EW	0	0	WHITE ASH ROAD
Marking	Stop Limit Line	SB	0.007		N,WHITE ASH RD
Marking	Stop	ŞP	009	0	45FT N,WHITE ASH RD
N/A	Pavement Marker (Retroreflective - Blue)	NS	0.043	0	200FT S,VINE MAPLE RD
Marking	Stop	NE	077	0	65FT S,VINE MAPLE RD
Marking	Stop Limit Line	NB	0.079	0	S,VINE MAPLE RD
N/A	Intersection	LVV	0.09	0	VINE MAPLE ROAD

• Refer to As-built Plans Tract Map No. 16978-2 Sheet 8 of 10 h. sadditional pavement marking construction details and locations.

COUNTY OF SAN BERNARDINO					
DEPARTMENT OF PUBLIC WORKS					
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NOTICE TO CONTRACTORS?

STREET IMPROVEMENT PLAN

GENERAL NOTES

~ TRACT MAP No. 16977 -

Lennar Communities - Sedano at Rosena Ranch APN: 0239-061-75

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SEE SHEET 11 FOR TYPICAL SECTIONS

MONUMENT PRESERVATION NOTE

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STREET IMPROVEMENT PLAN

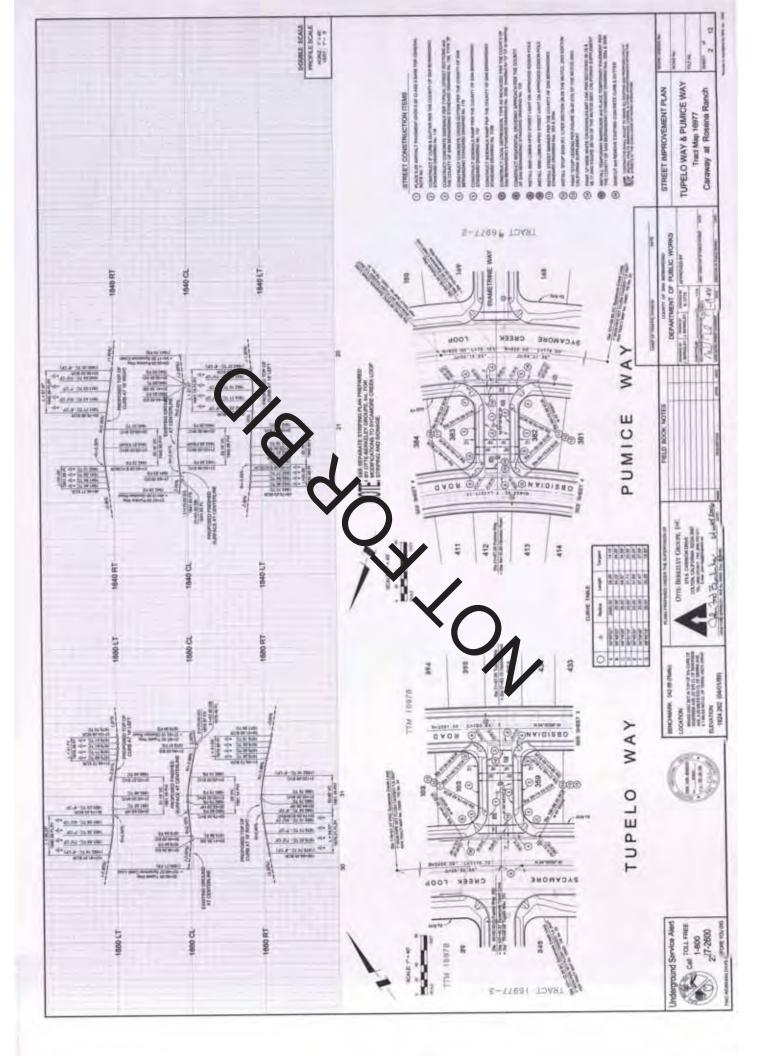
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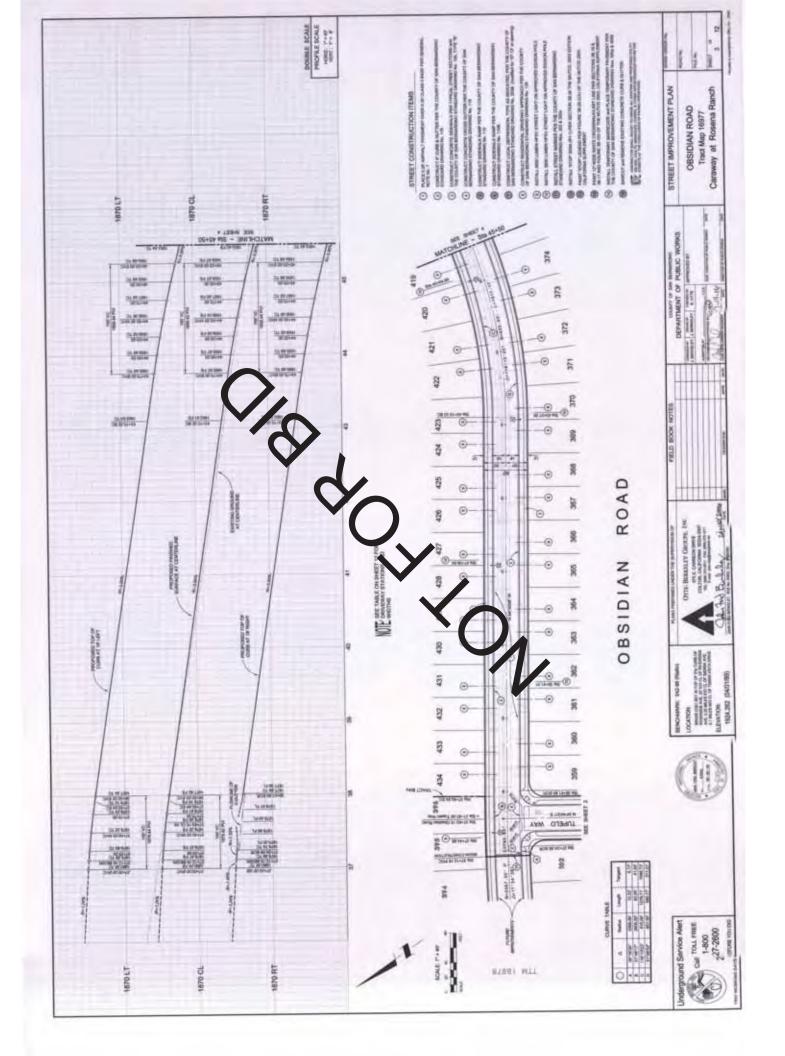


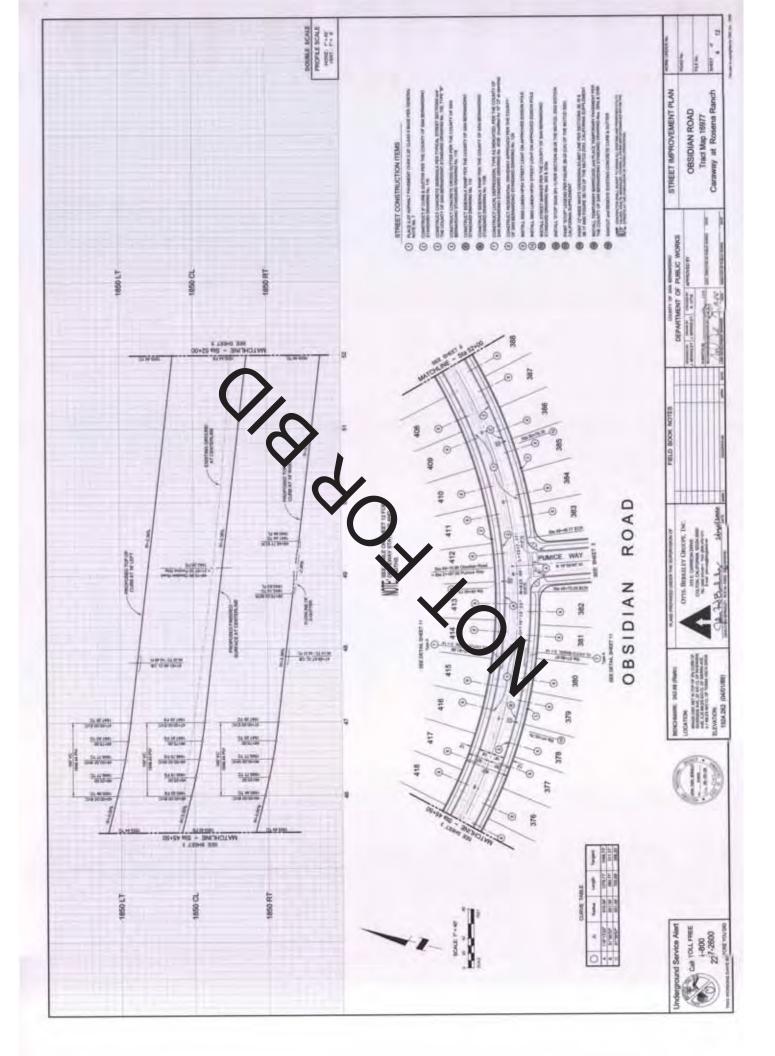


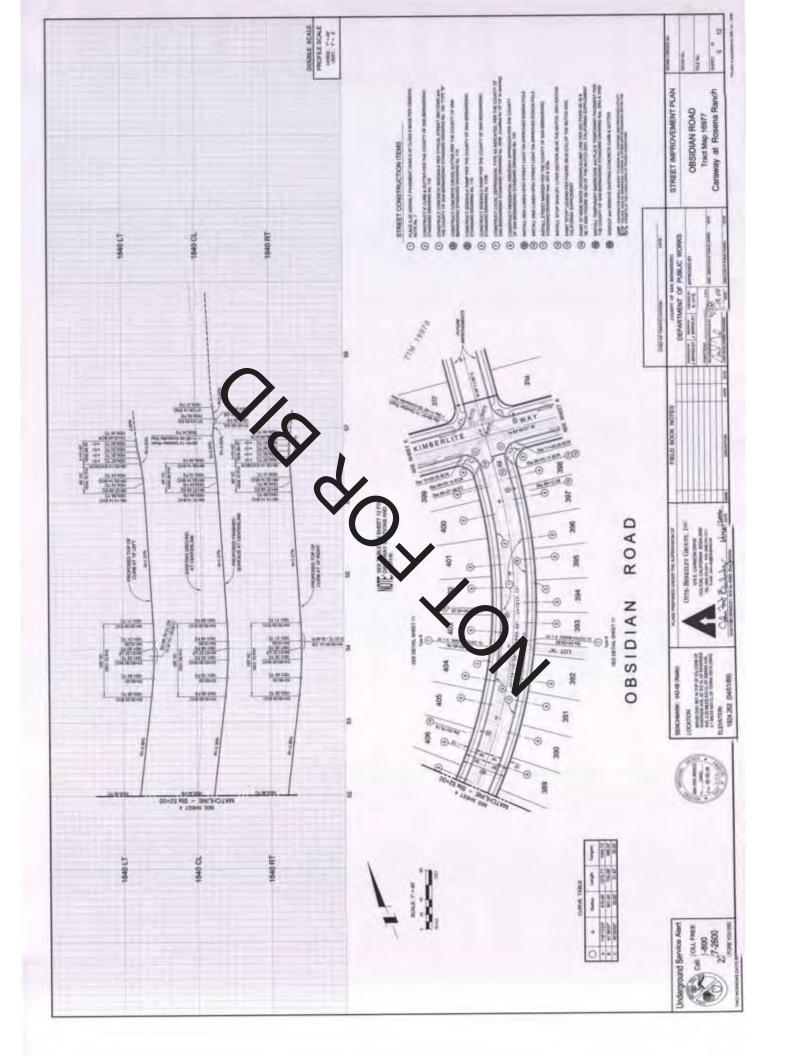


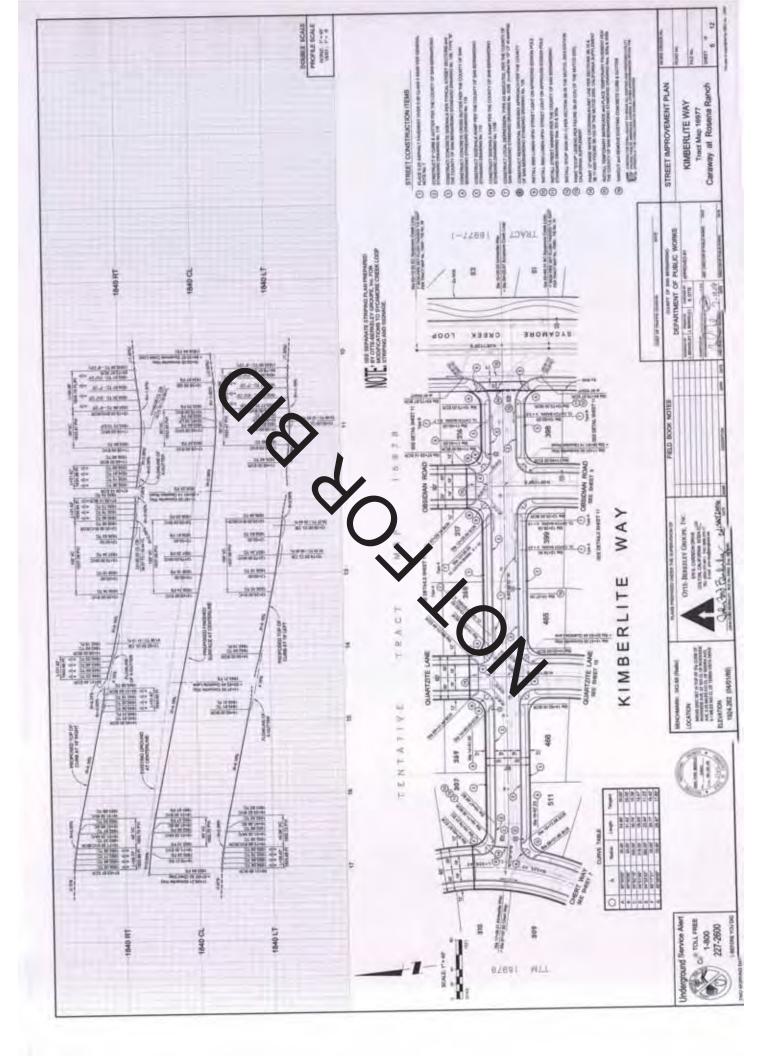
Lennar Communities - Sedano

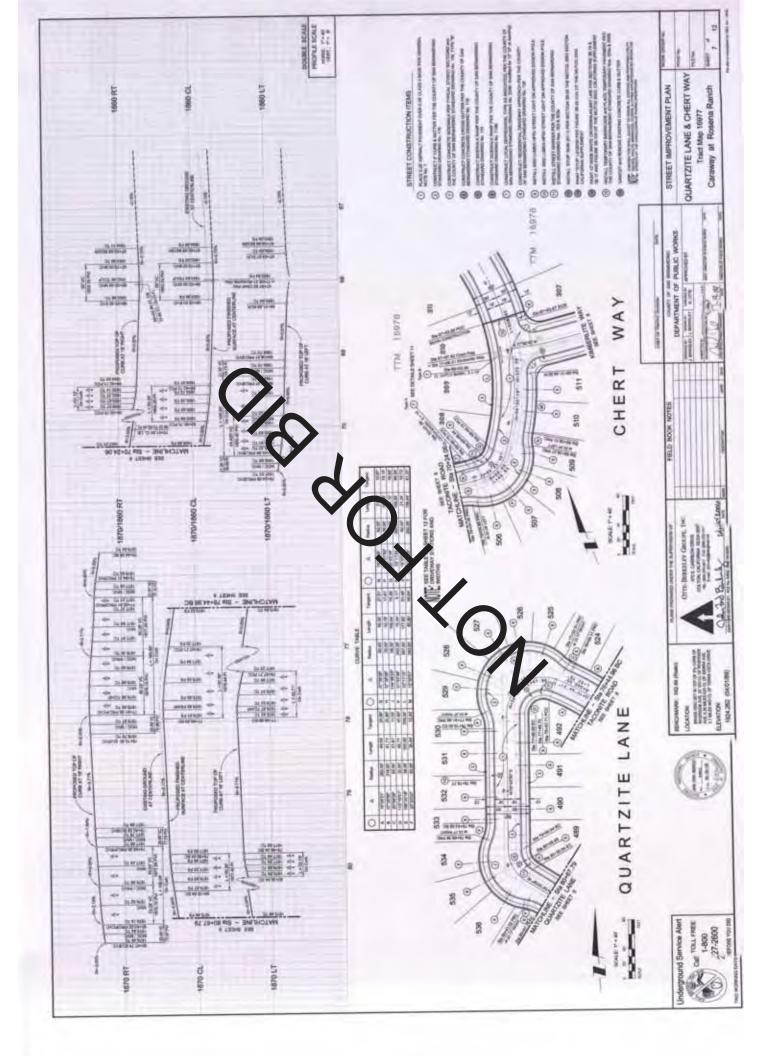


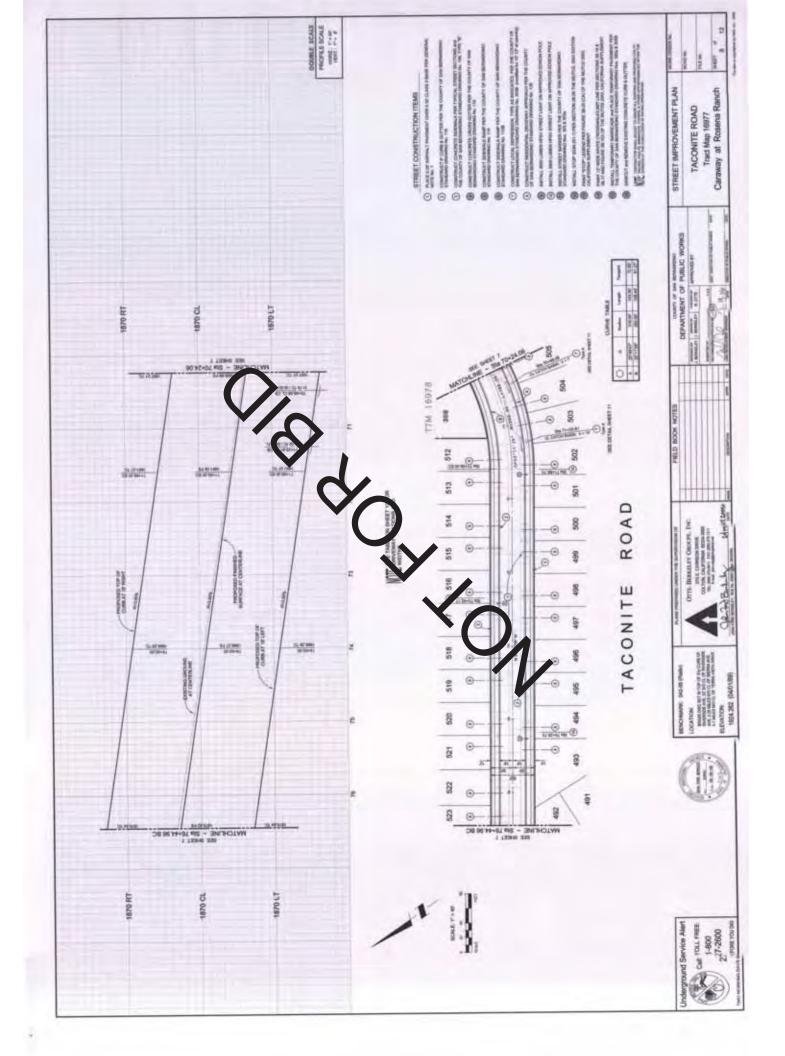


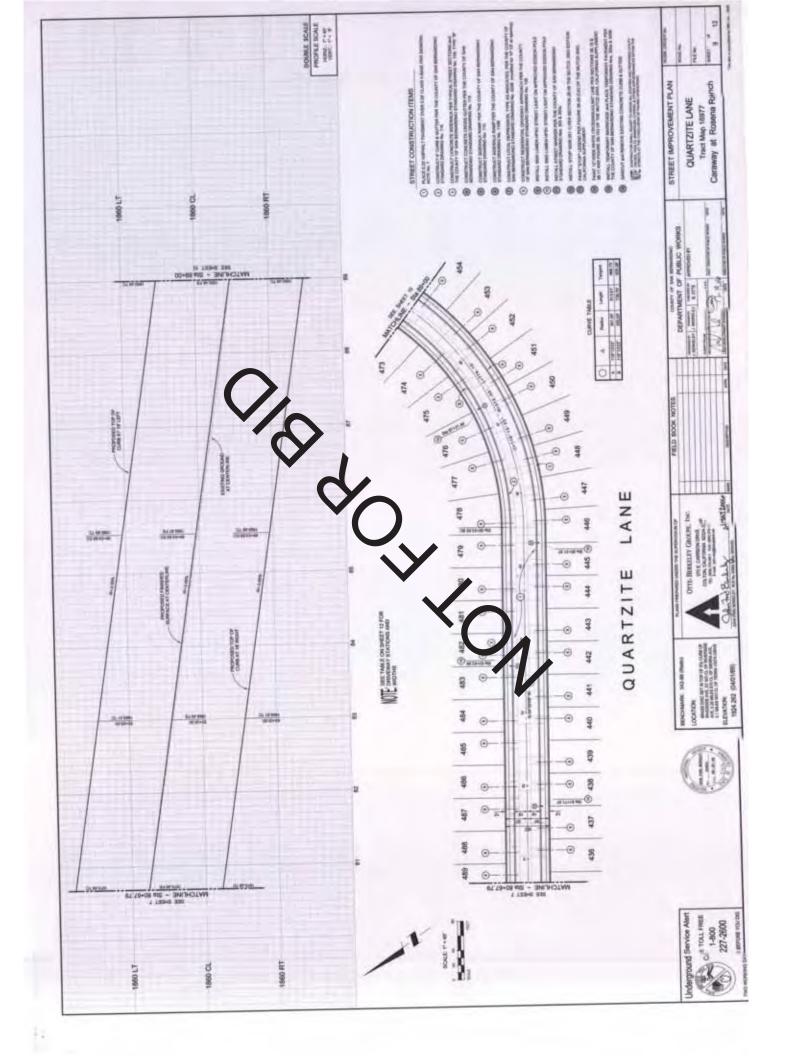


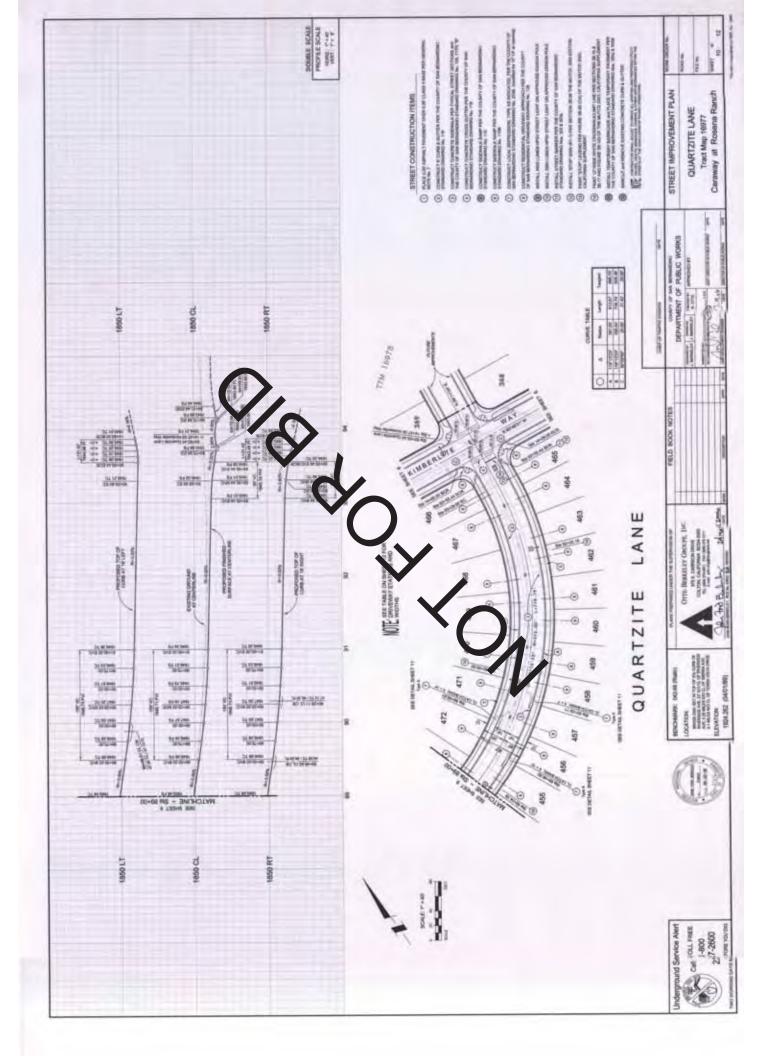


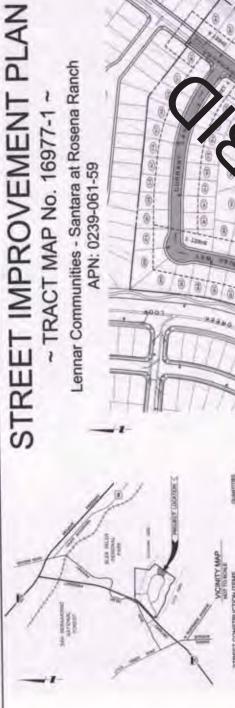












STREET CONSTRUCTION ITEMS

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NOTICE TO CONTRACTOR(5)

NDEX MAP

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SEE SHEET 9 FOR TYPICAL SECTIONS

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Lennar Communities - Santara at Rosena Ranch

APN: 0239-061-59

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~ TRACT MAP No. 16977-1 ~

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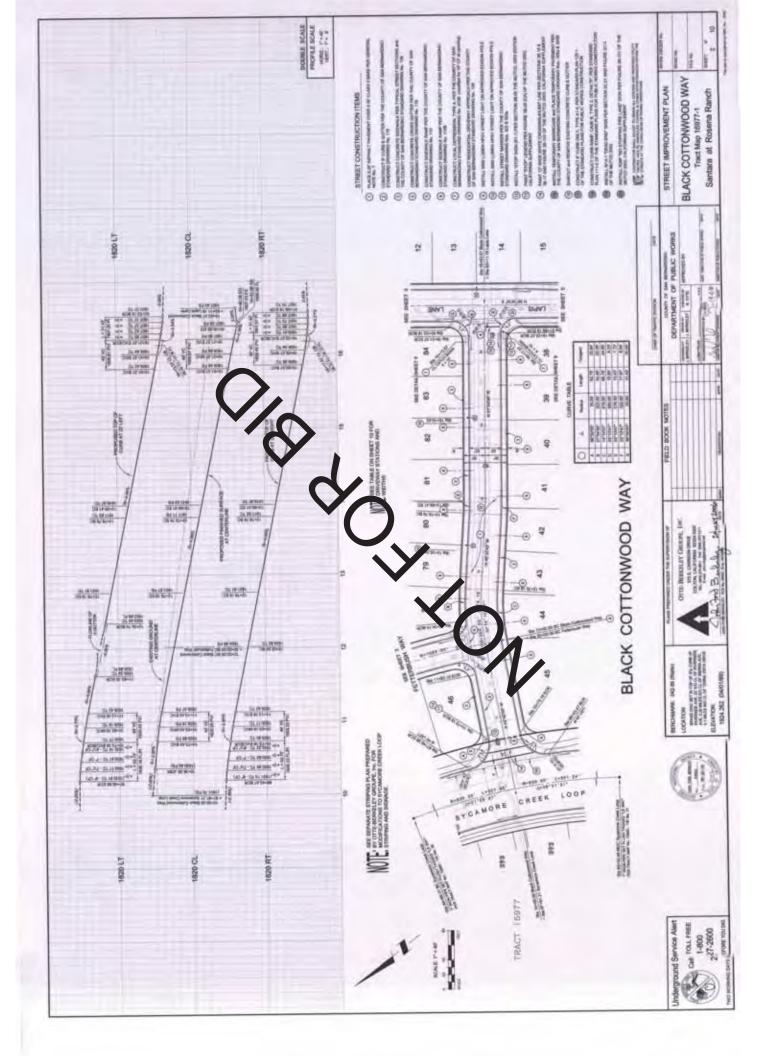
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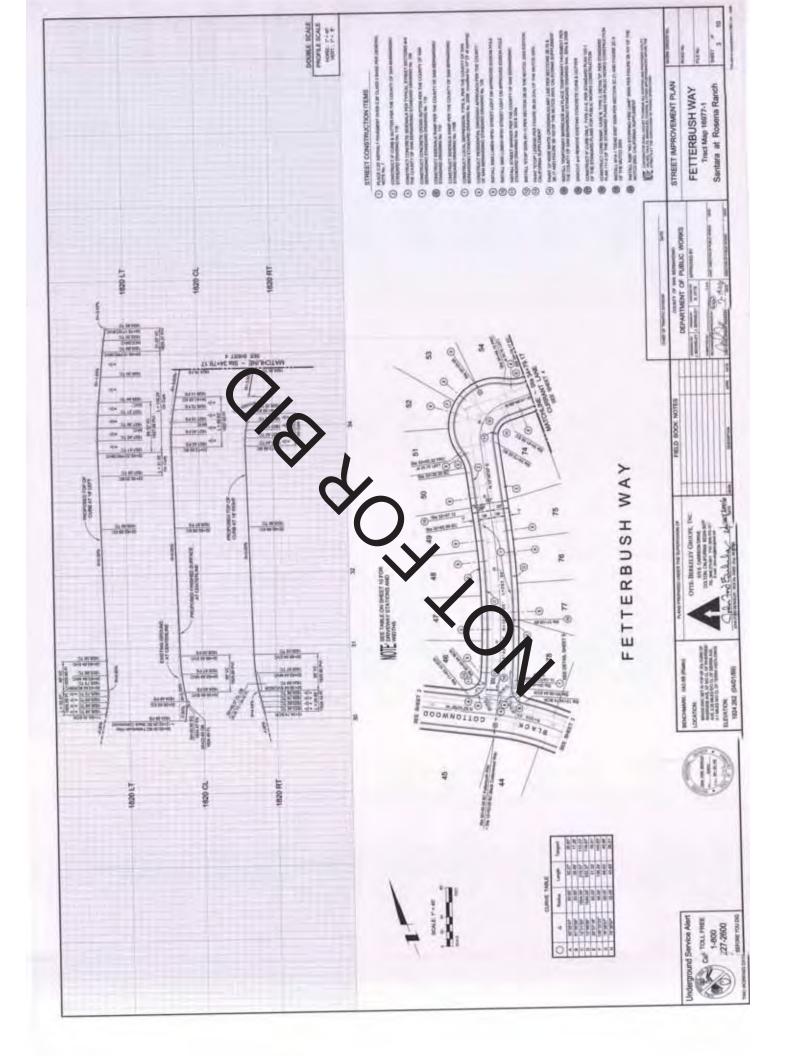
STREET IMPROVEMENT PLAN

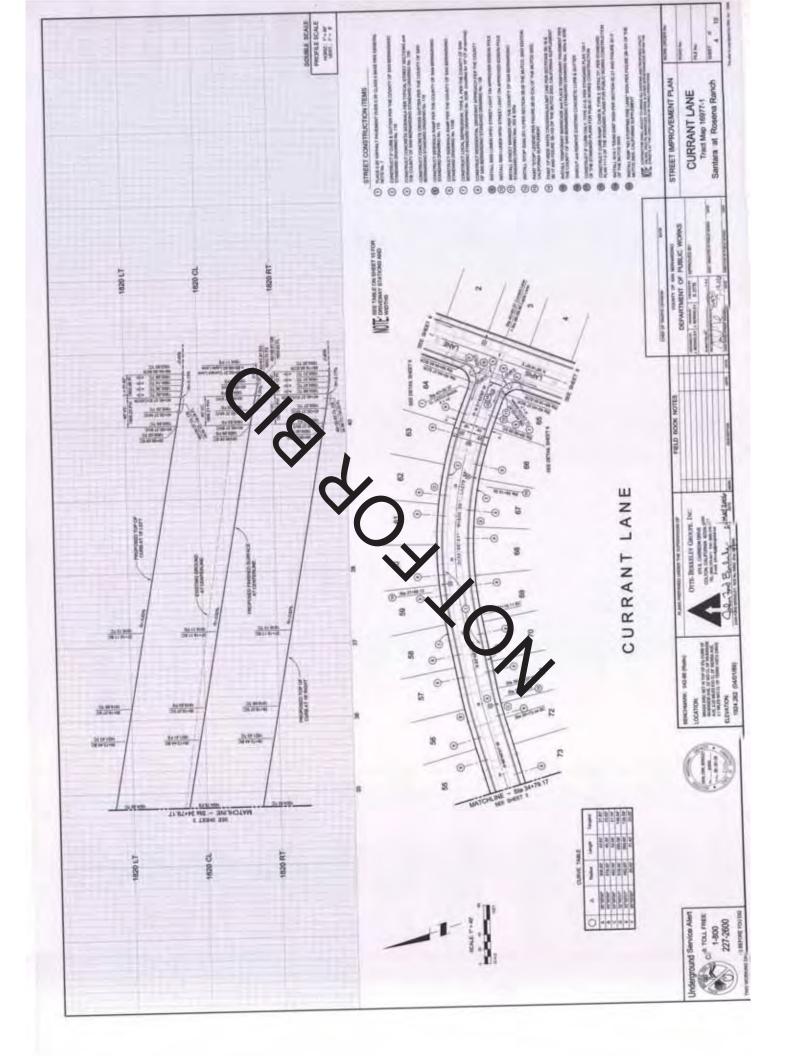
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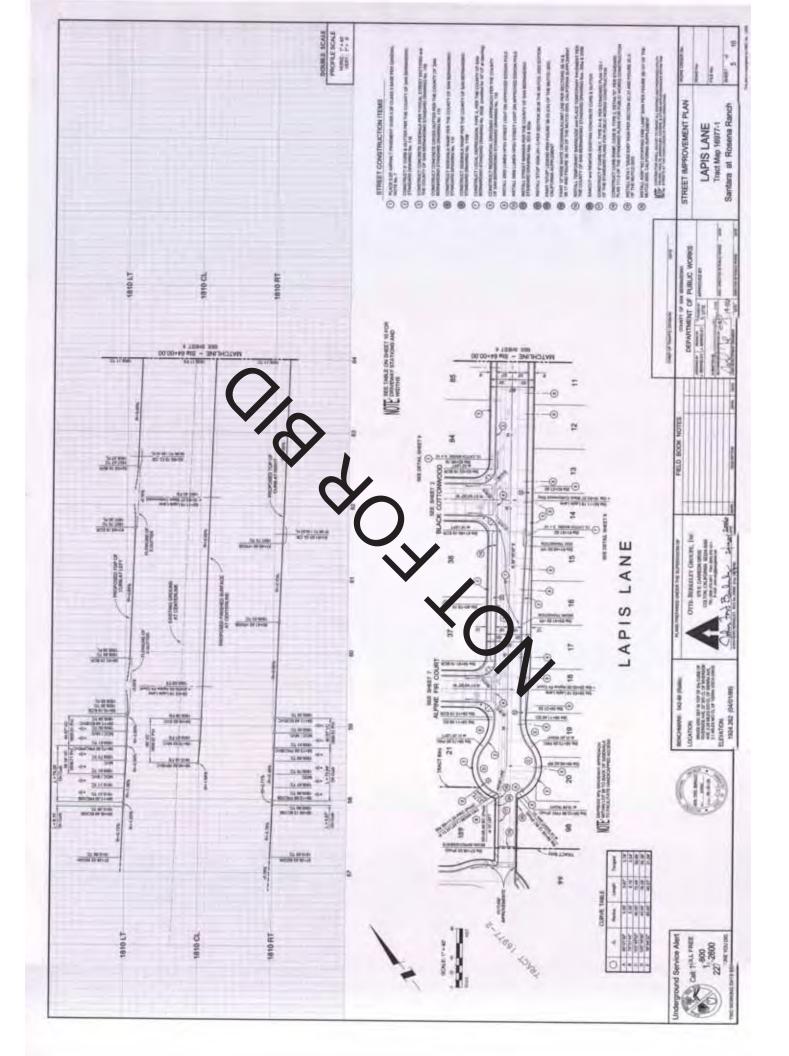
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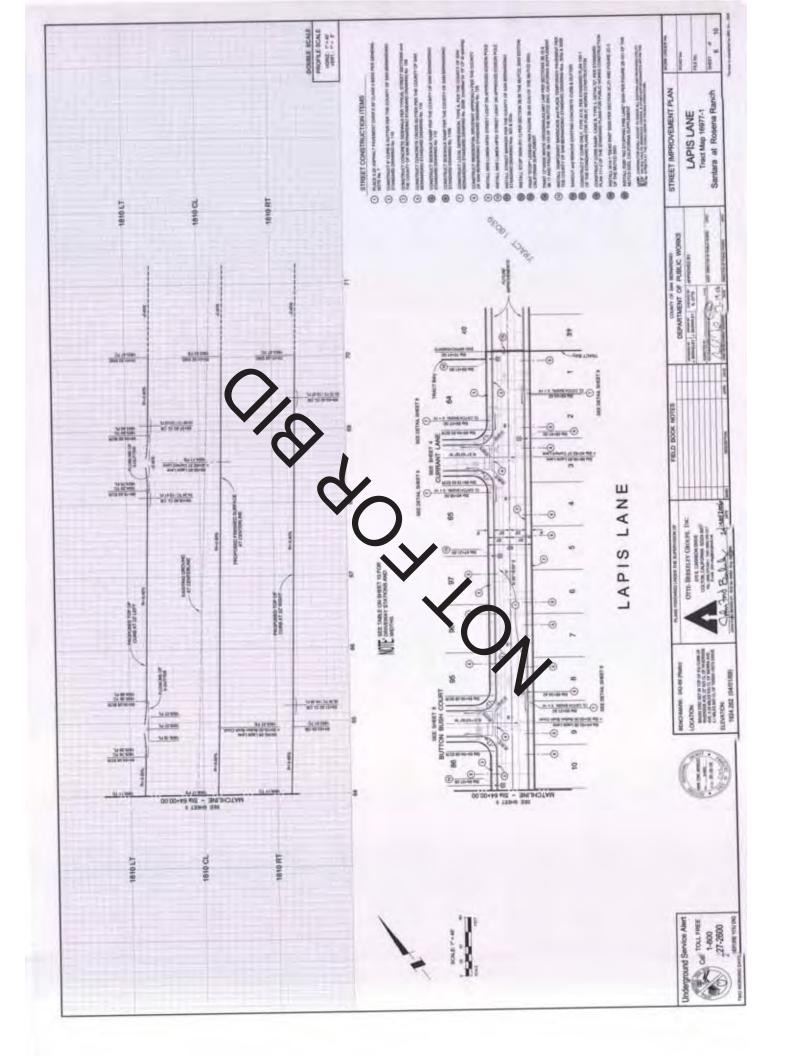
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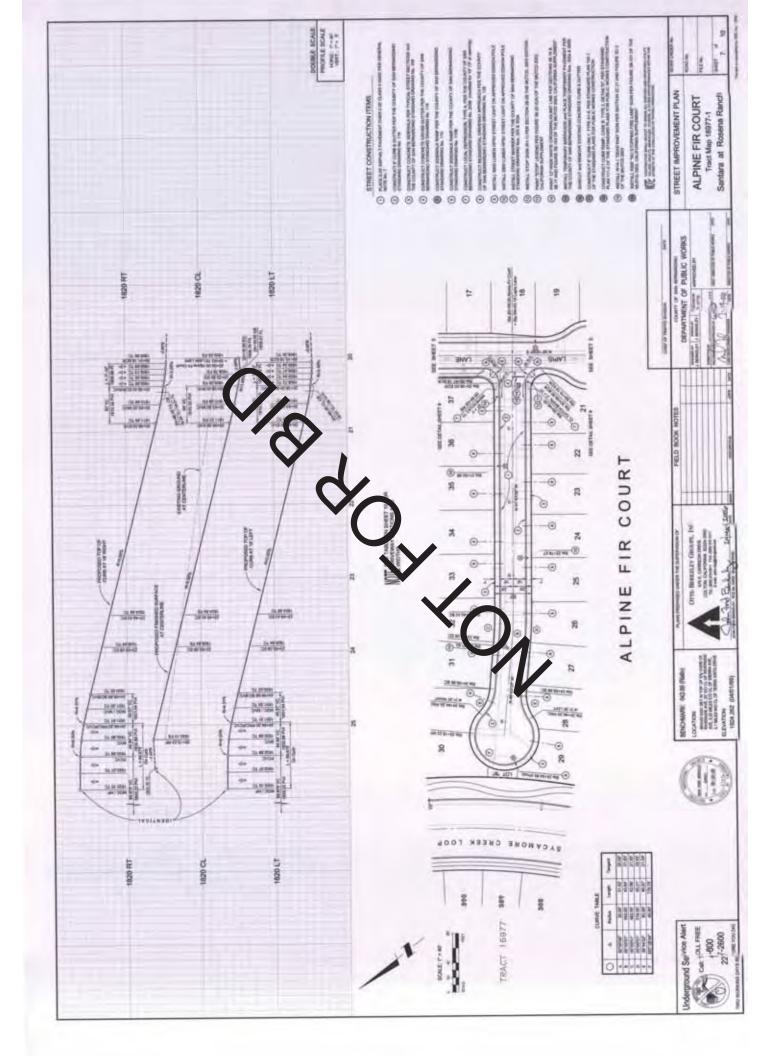


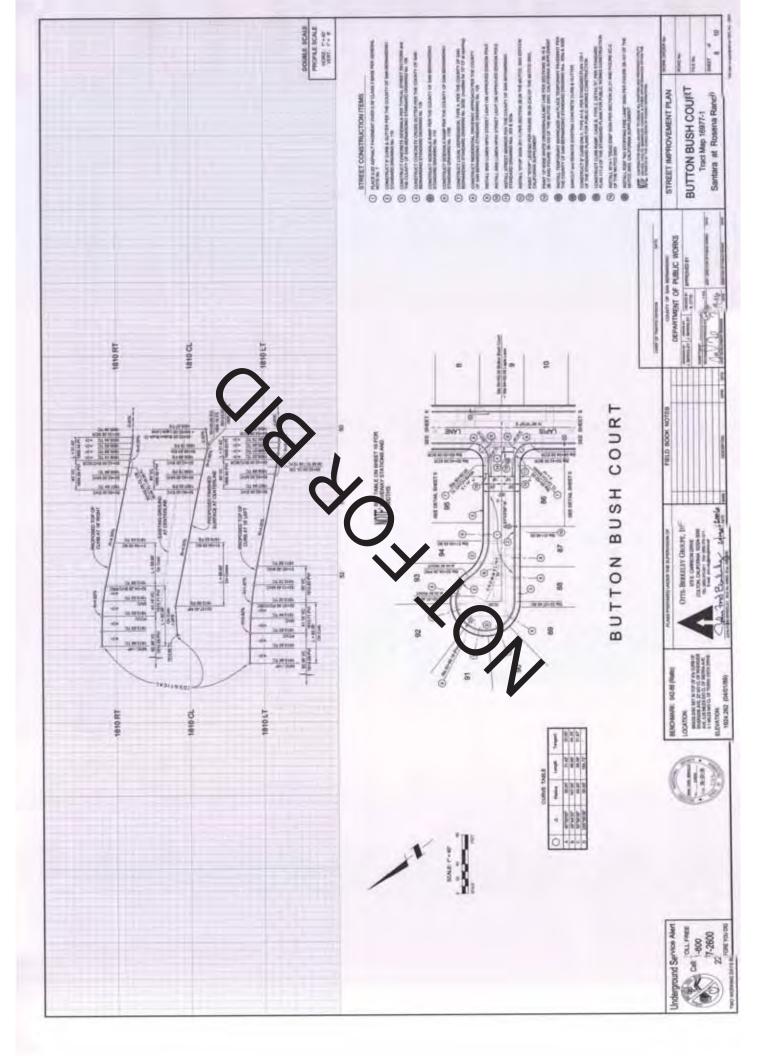














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GENERAL NOTES

~ TRACT MAP No. 16978-1 ~ Lennar Communities at Rosena Ranch

APN: 0239-063-28

NAVINO CONTROL NOTES

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> CONTACT. No VILLIAM SACRETT 391 N. MARK STREET BUTTE 391 CORONA, CALFORNA NORS

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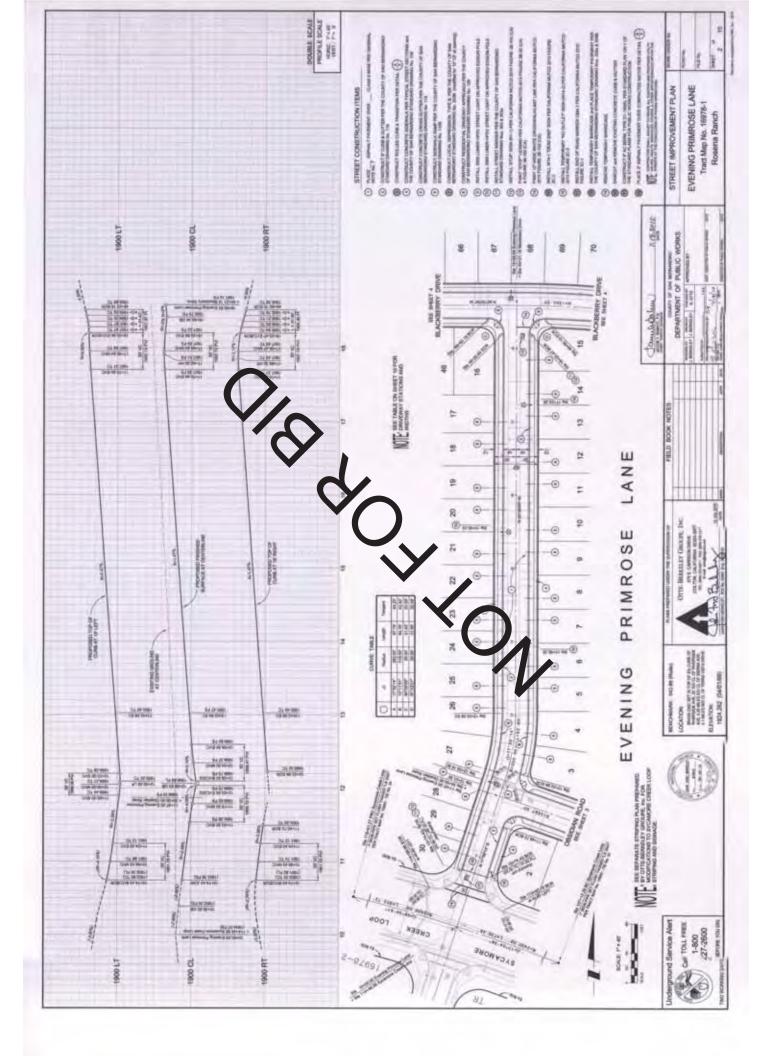
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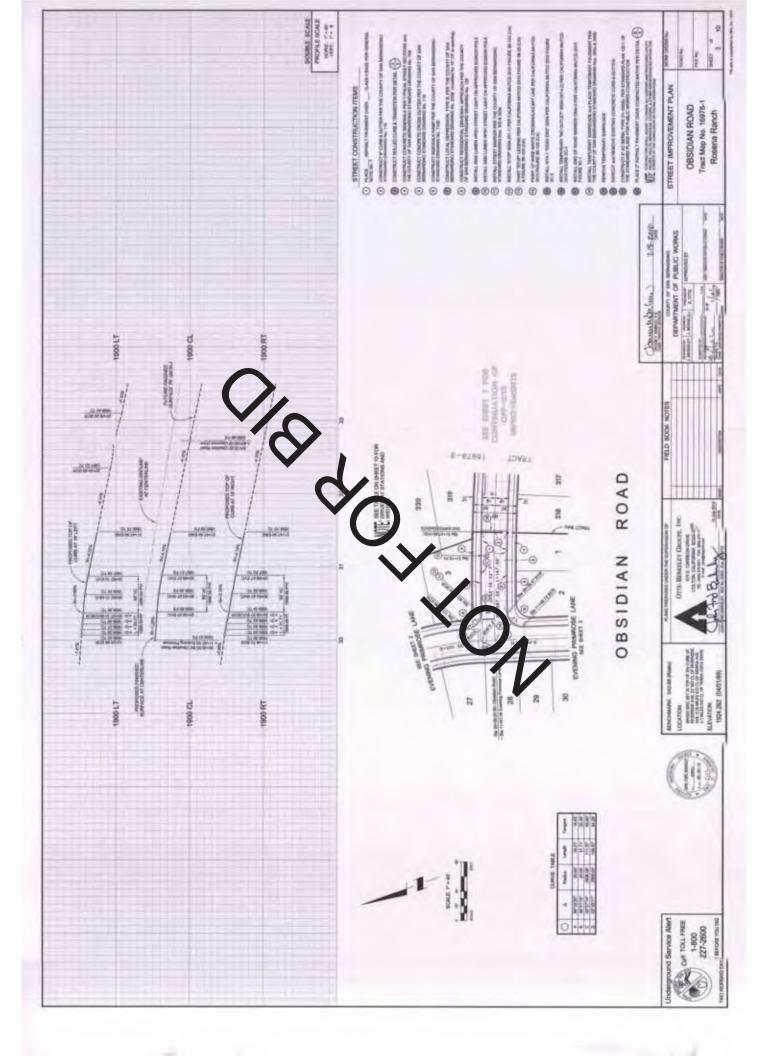
SEE SHEET 9 FOR TYPICAL SECTIONS

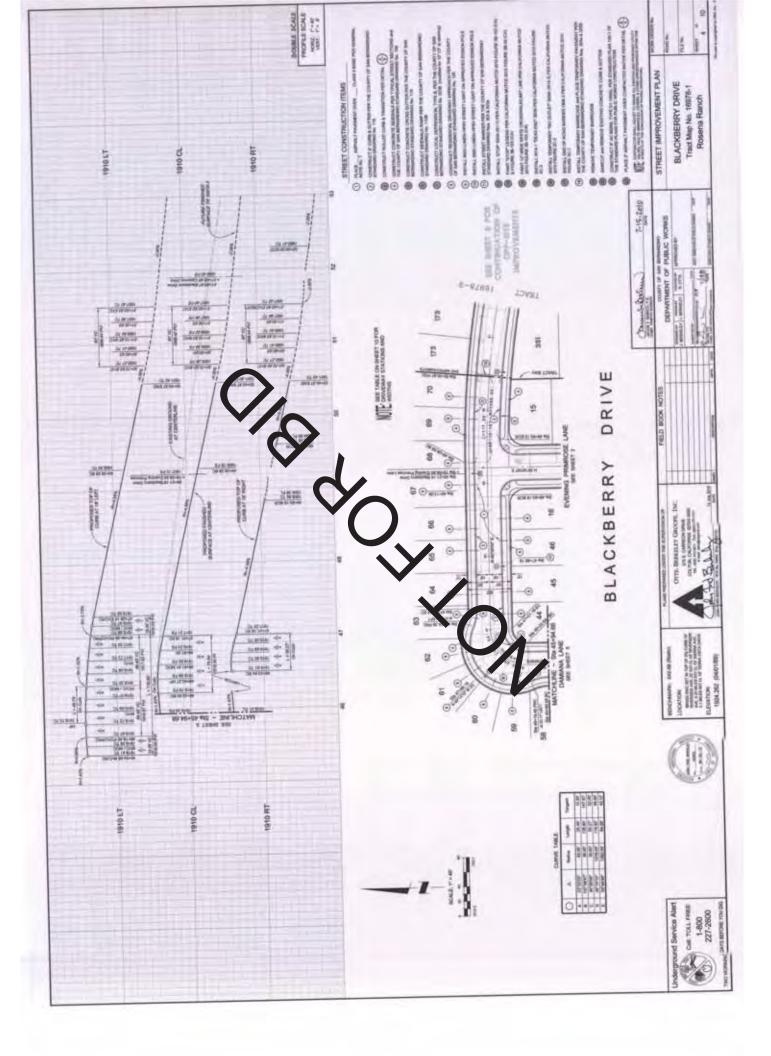
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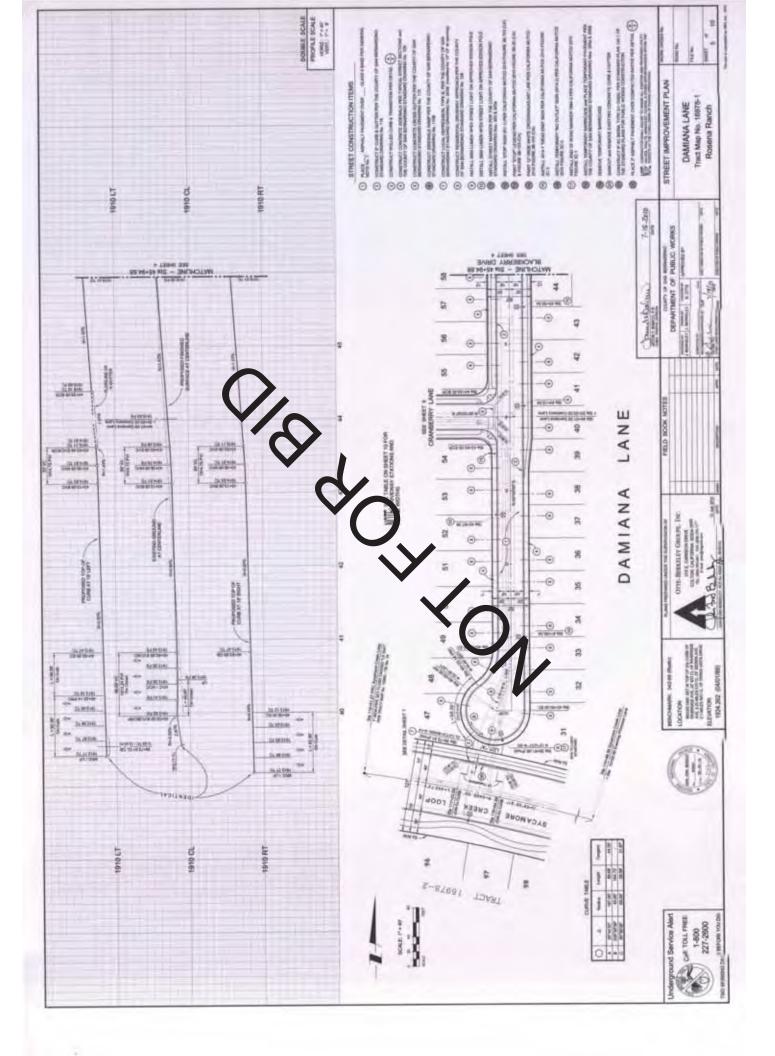
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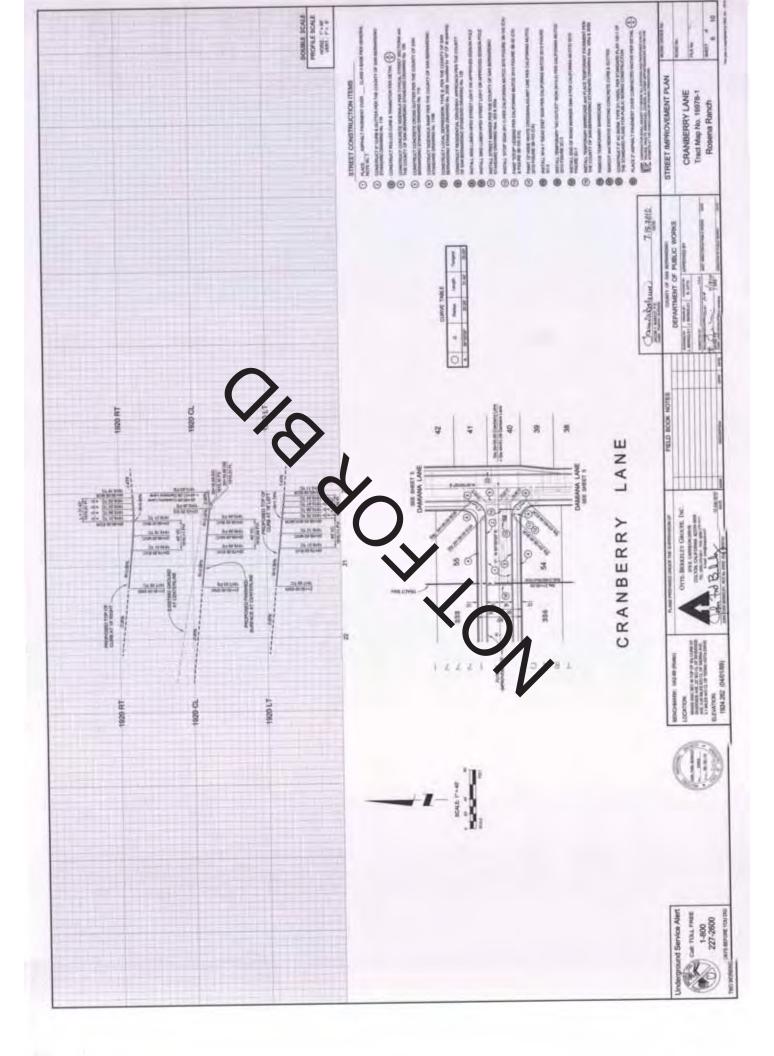
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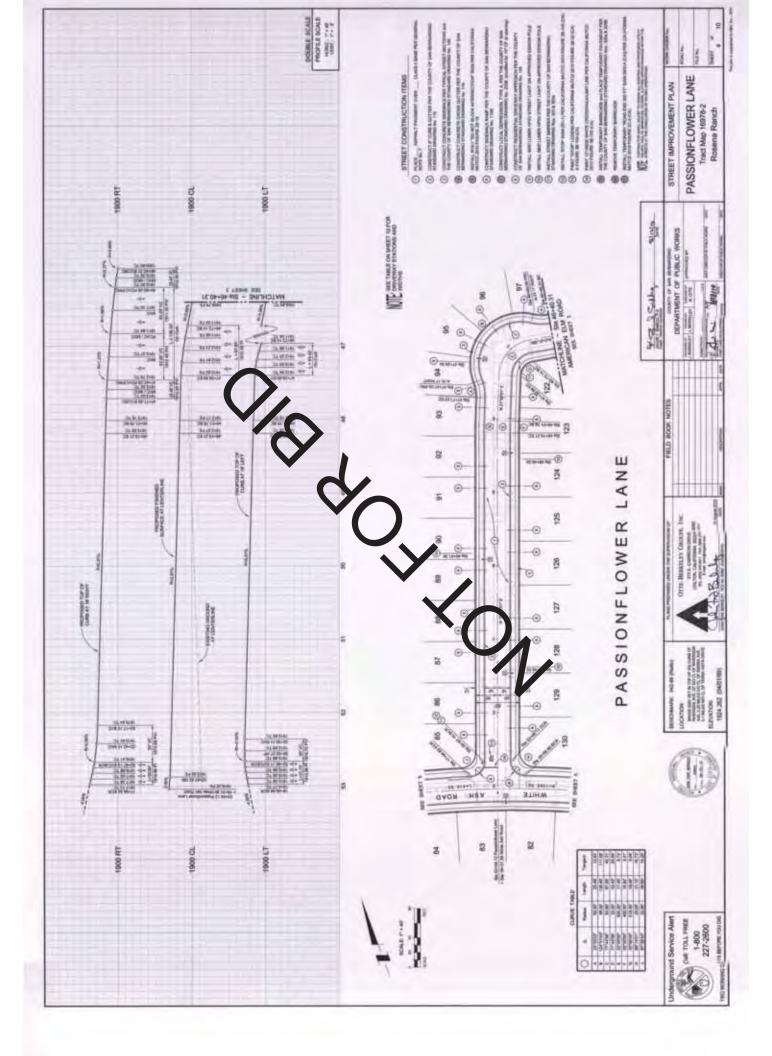


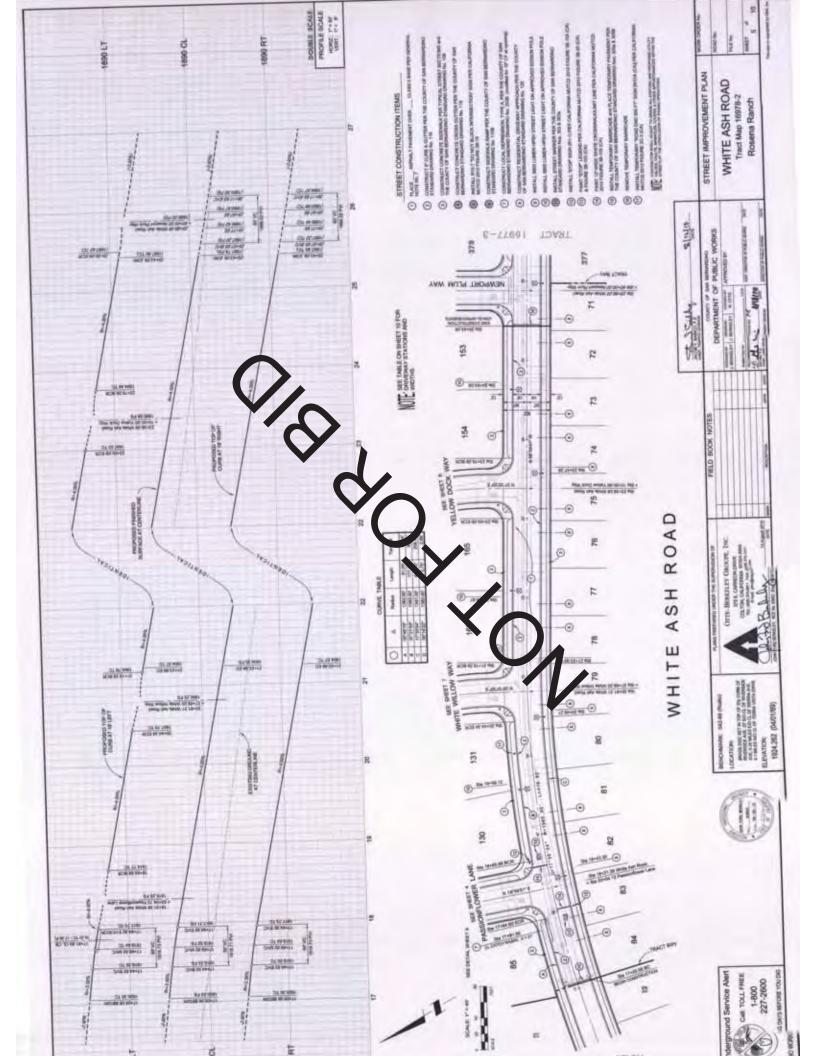


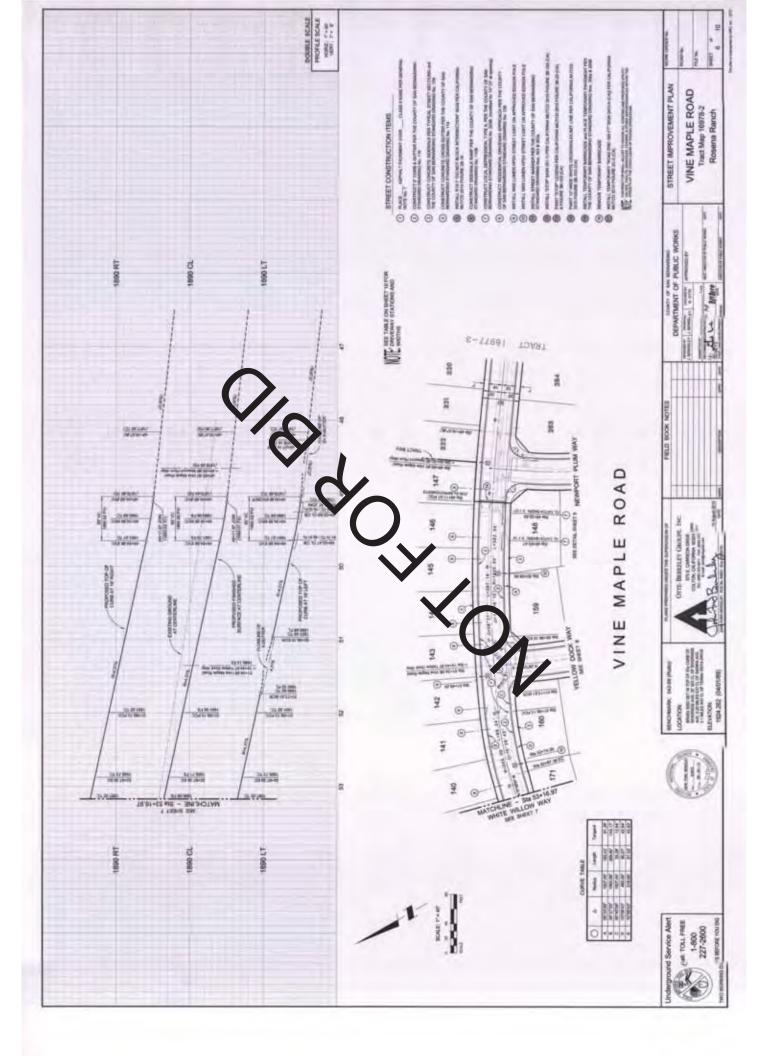


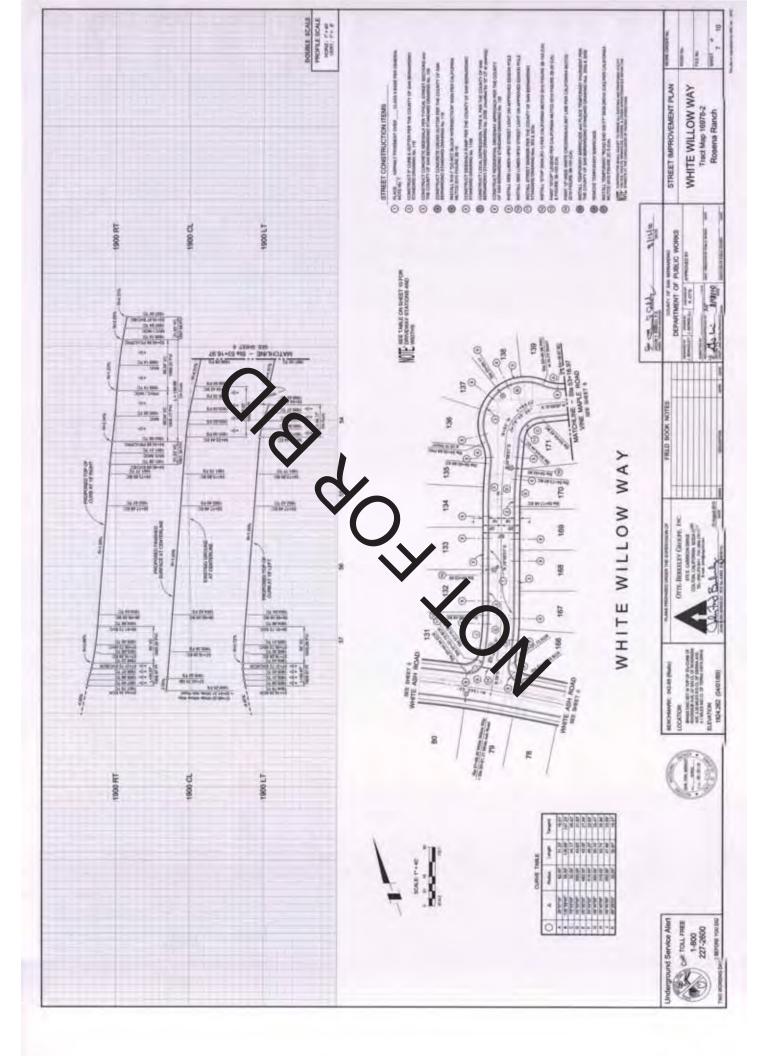


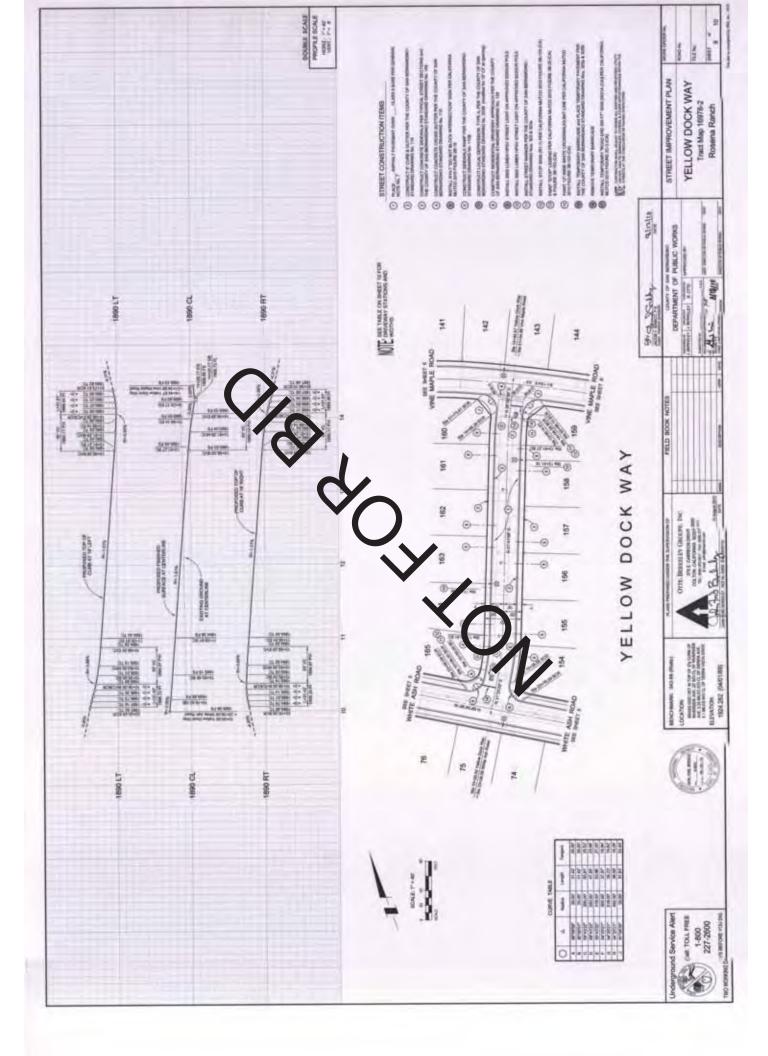


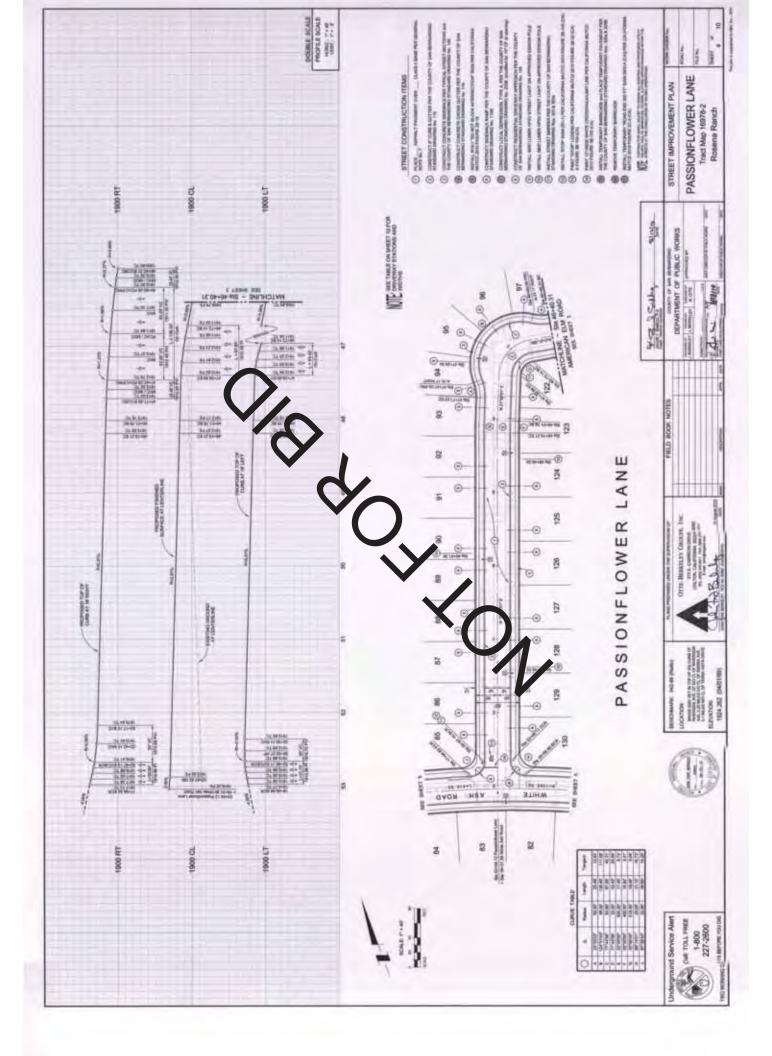


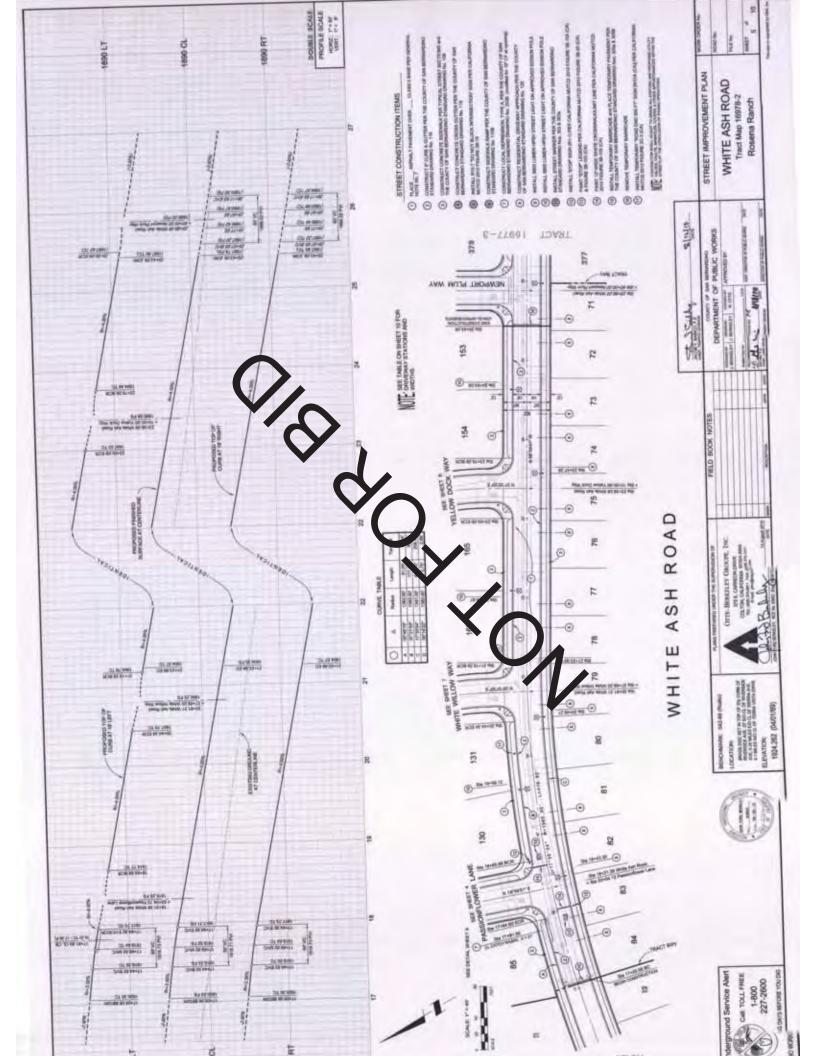


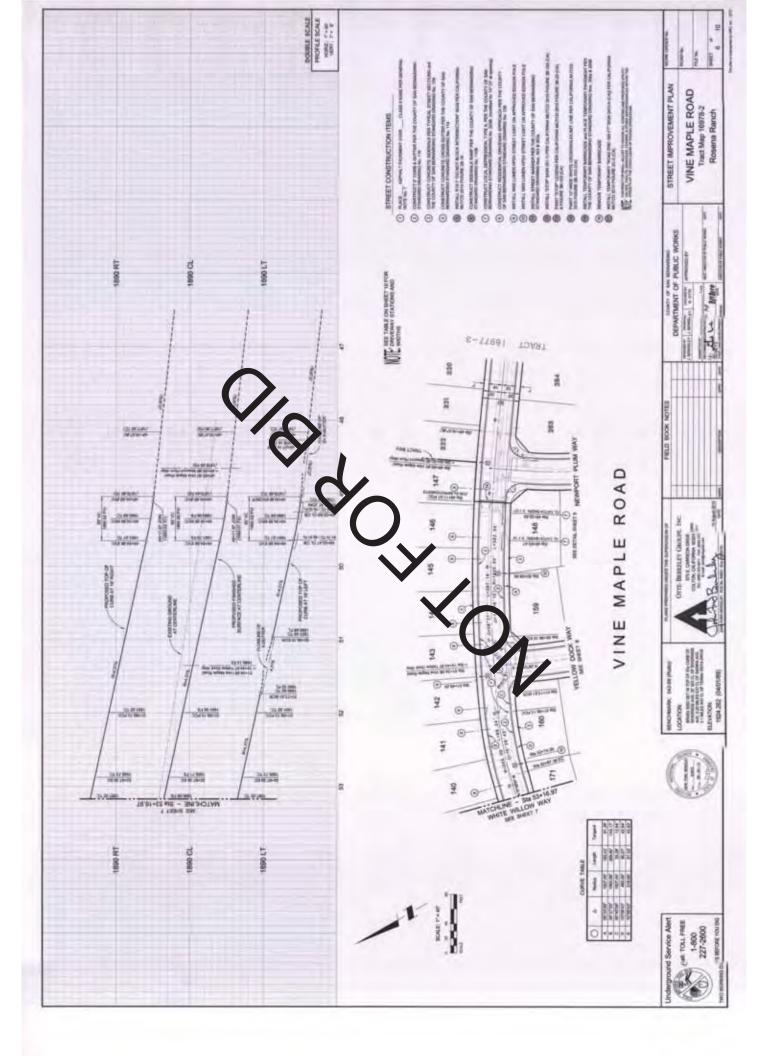


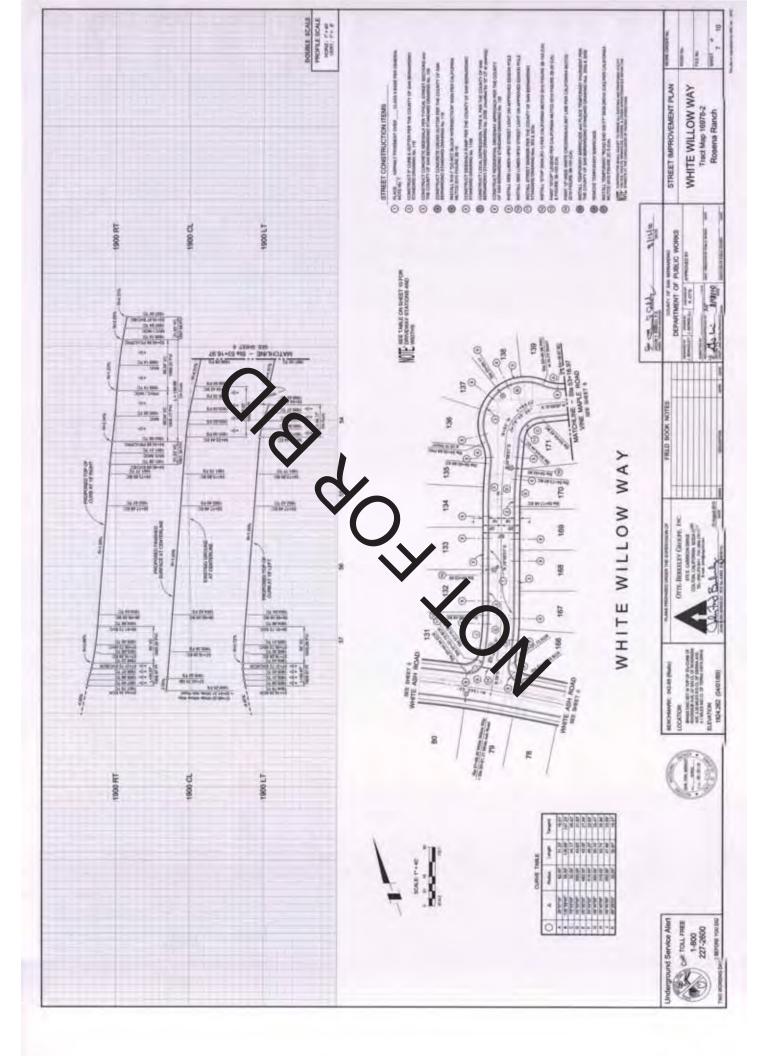


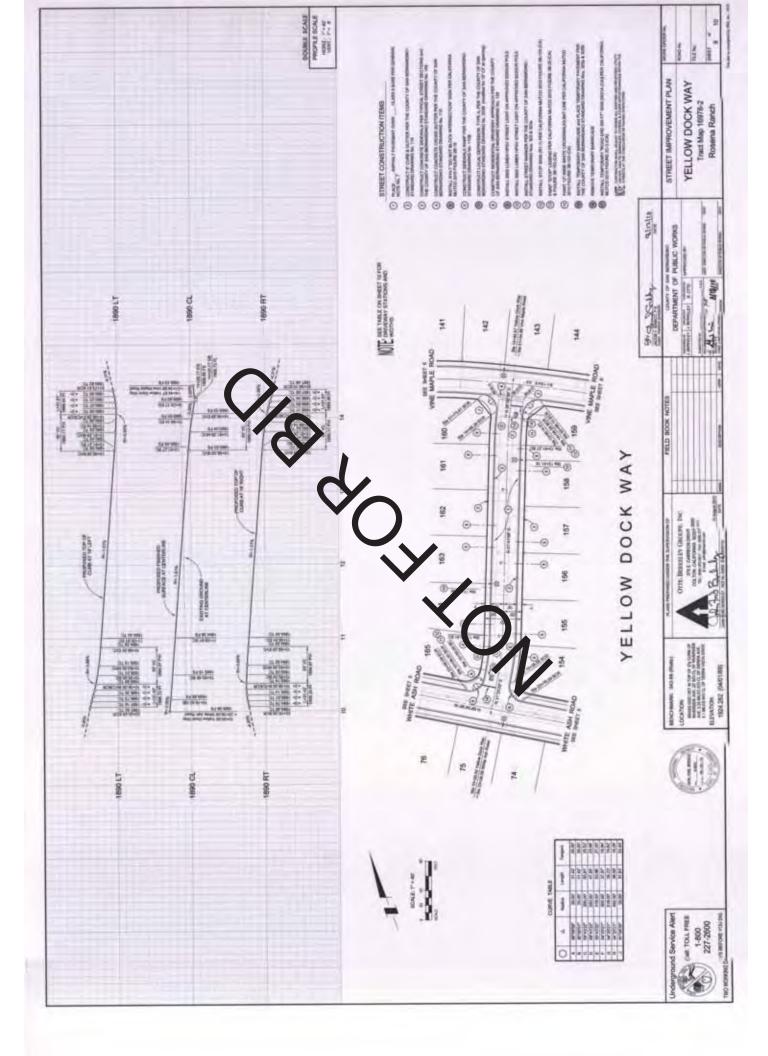












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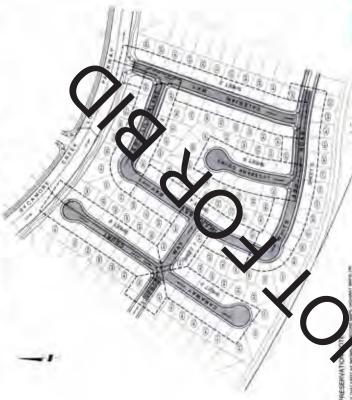
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STREET IMPROVEMENT PLAN

~ TRACT MAP No. 17771-1 ~ Lennar's "Chaparral II" Community at Rosena Ranch APNs: 0239-063-48, & -49



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SEE SHEET 9 FOR TYPICAL SECTIONS

CONTACT M. BYAN WOORST

SOLS ENGINEER. PETRA GEOTECHNICAL INC.

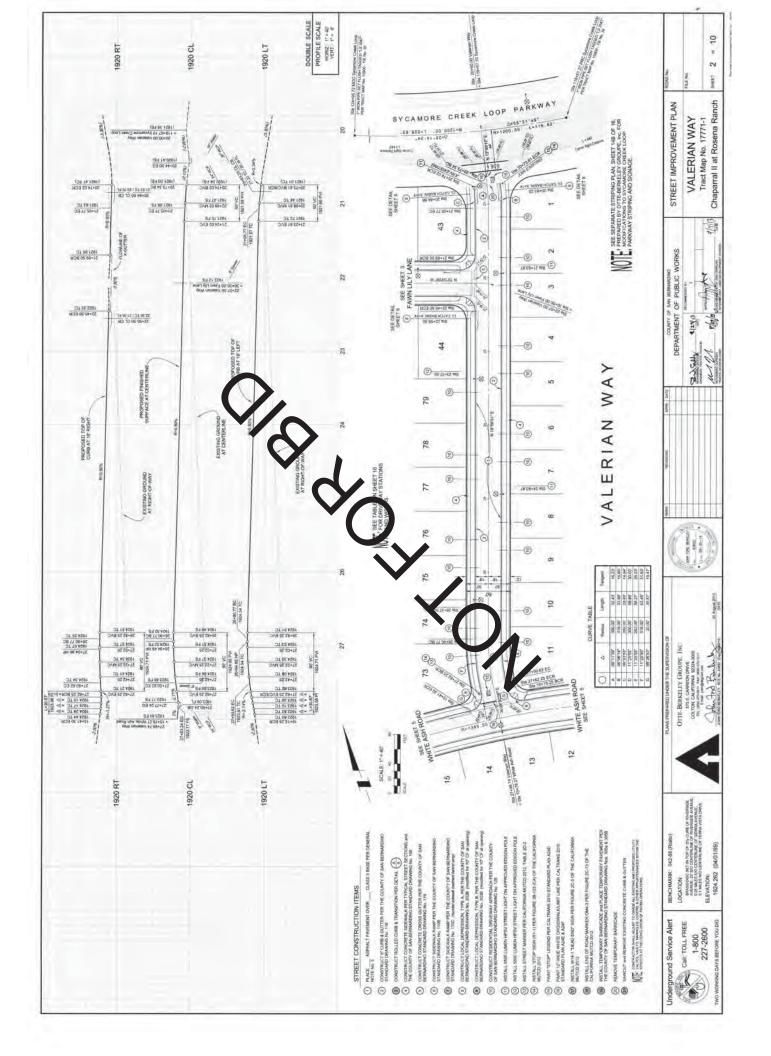
STREET IMPROVEMENT PLAN

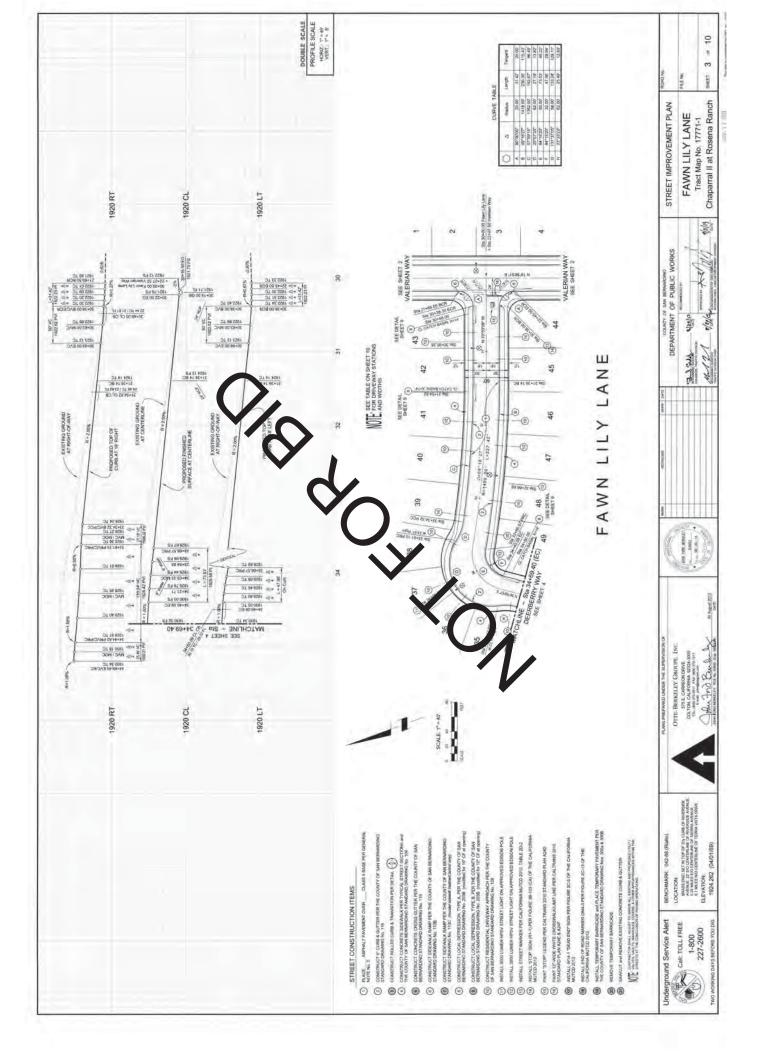
Inderground Service Alert Can TOLL FREE 1-800

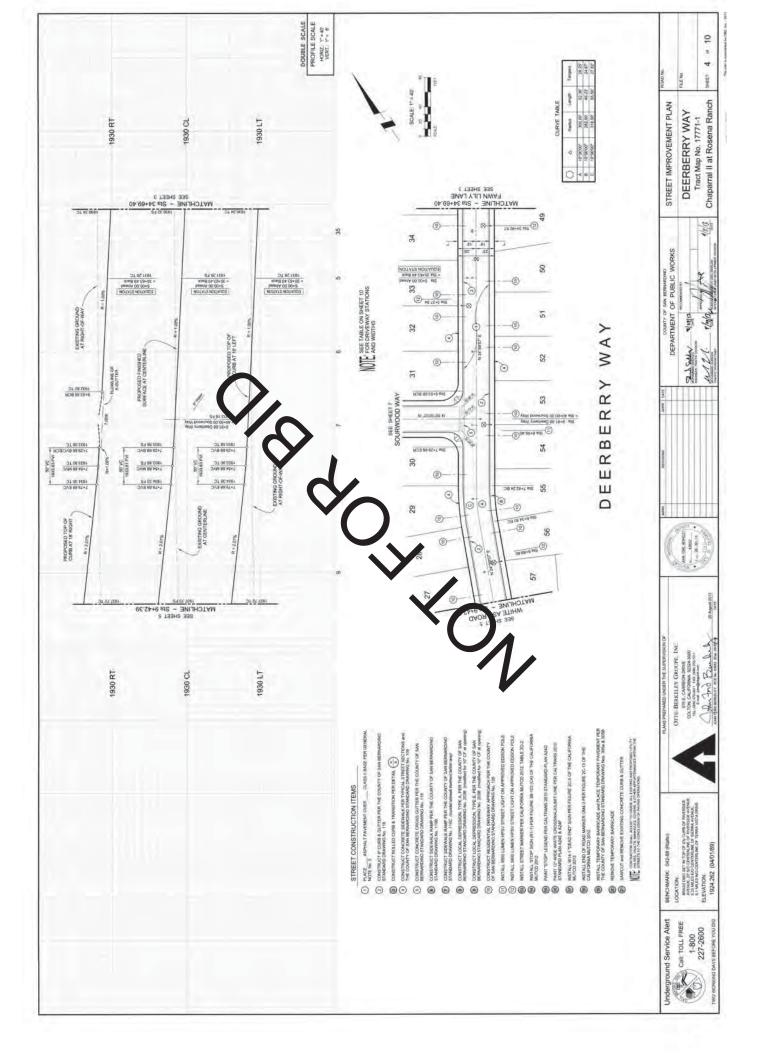
DEPARTMENT OF PUBLIC WORKS 大学 Office AND

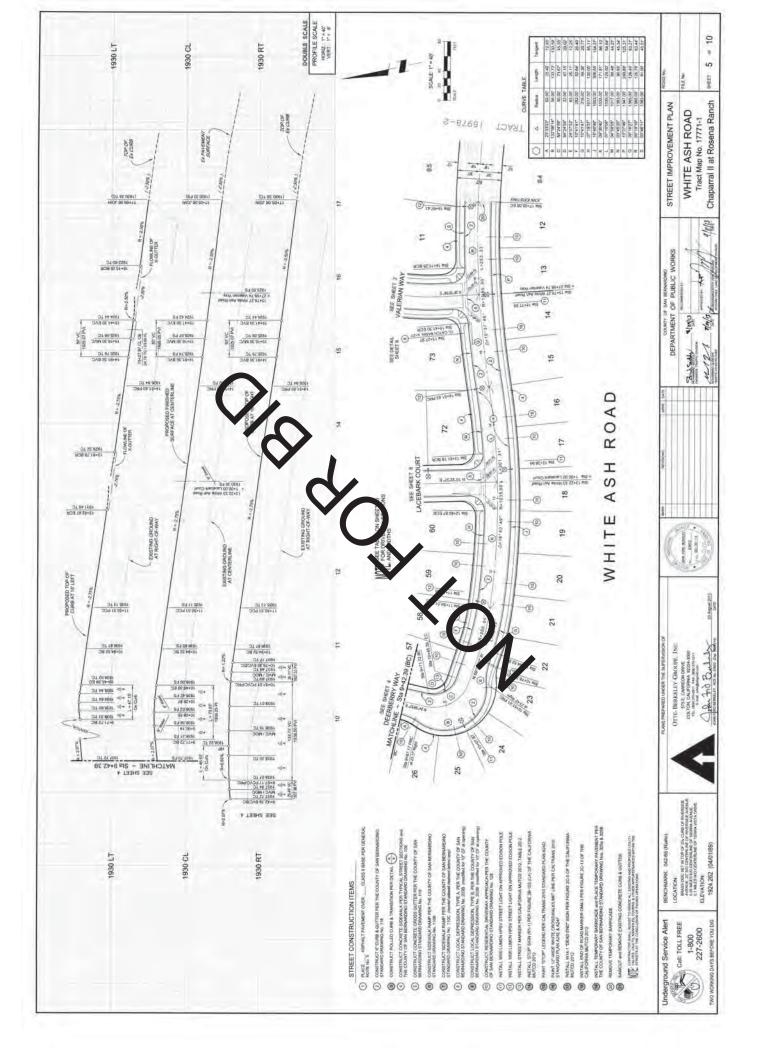
Tract Map No. 17771-1 Chaparral II at Rosena Ranch TITLE SHEET

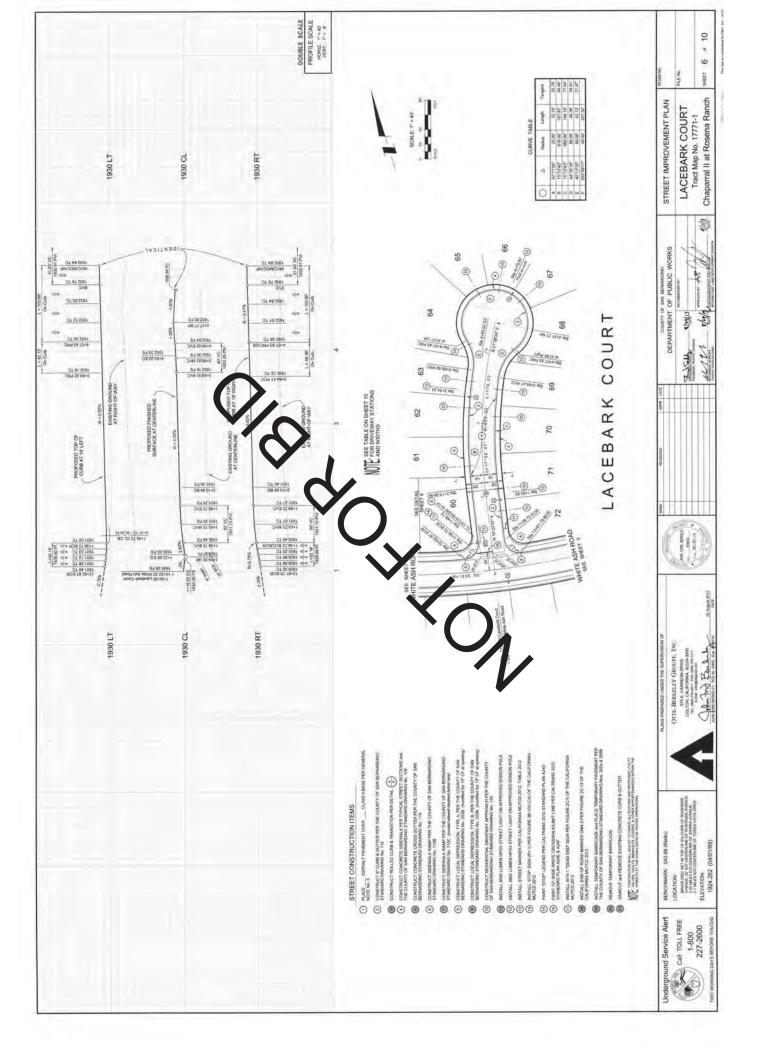
sec 1 + 10

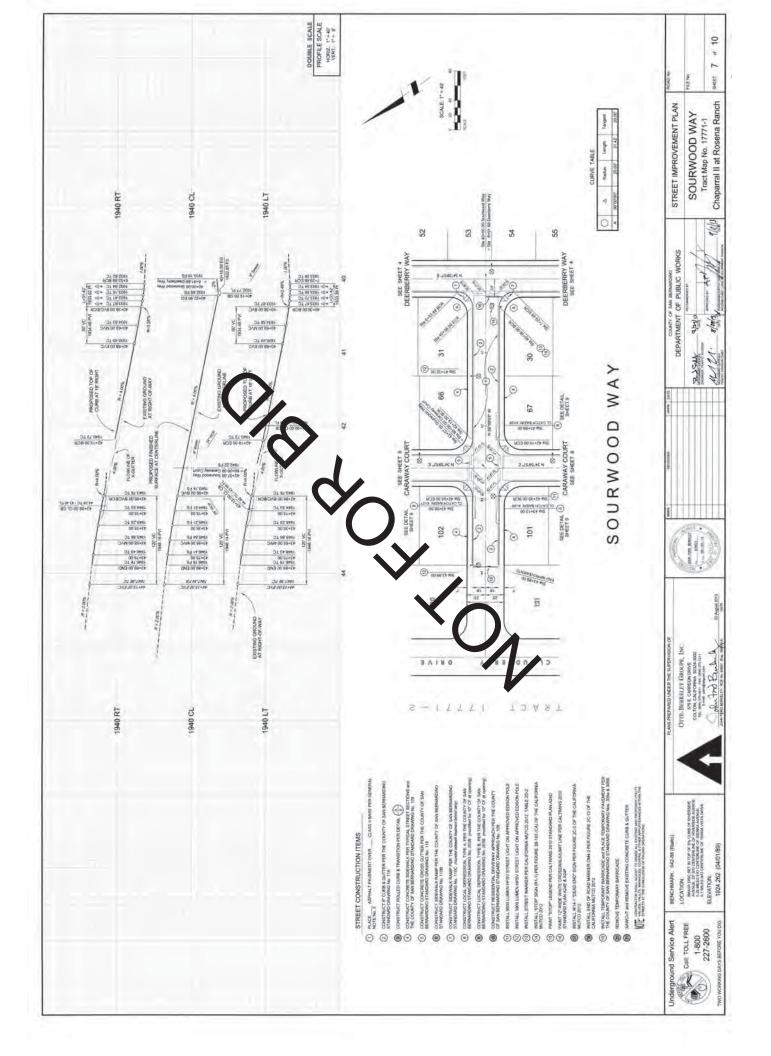


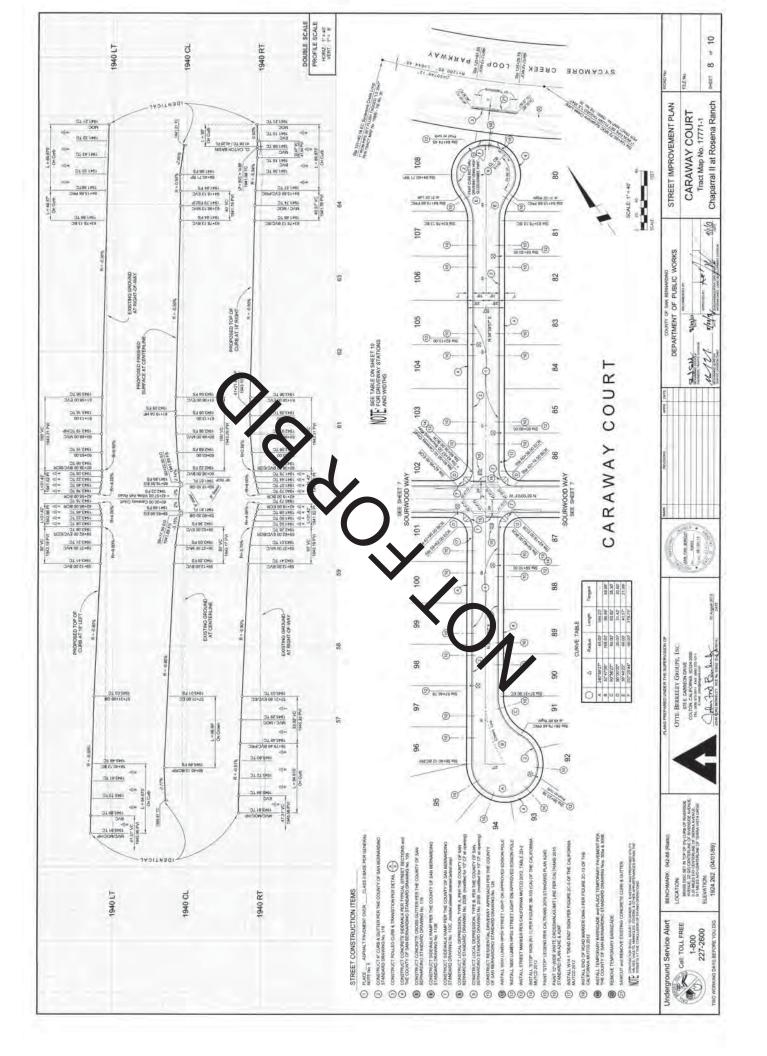


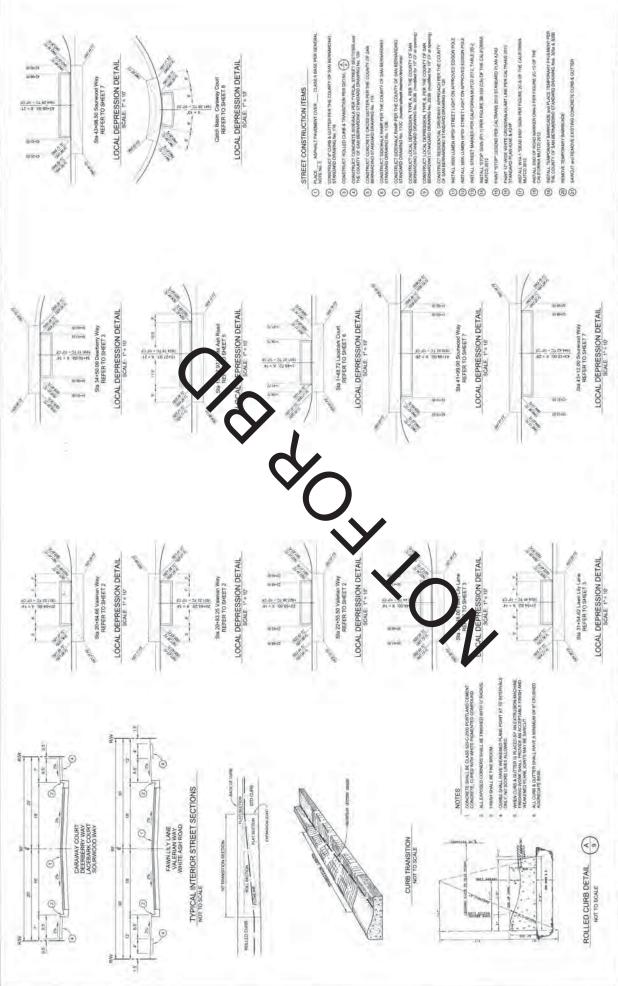












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STREET IMPROVEMENT PLAN

Self 9 a 10

1924.262 (04/01/89) Underground Service Alert
Call TOLL FREE
1-800
227.2600 1-800

BENCHMARK 042-88 (R. 110)

OTTE-BERKELEY GROUPE. INC

DETAILS and SECTIONS
Tract Map No. 17771-1
Chaparral II at Rosena Ranch 9/10/13