

**WARNING:** ALL INDIVIDUALS INTERESTED IN BIDDING ON THIS PROJECT MUST OBTAIN THE FINAL PLANS AND SPECIFICATIONS FROM THE DEPARTMENT MANAGING THE PROJECT OR AS OTHERWISE STATED IN THE ADVERTISEMENT FOR BIDS FOR THE PROJECT. DO NOT USE THE PLANS AND SPECIFICATIONS POSTED ON THE CLERK OF THE BOARD'S WEBSITE FOR BIDDING ON THIS PROJECT.

# Special Provisions

FOR CONSTRUCTION ON

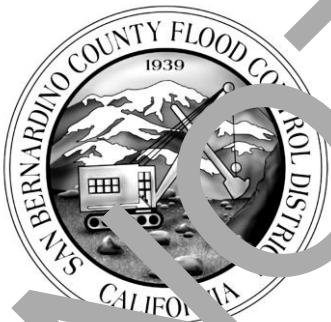
## ***RIALTO CHANNEL TRAIL FENCE AND ROCK INSTALLATION***

## ***FROM RIALTO AVENUE TO BASELINE ROAD***

**LENGTH:** 7400 FEET  
**WORK ORDER:** F02858  
**AREA:** City of Rialto  
**SYSTEM NO.:** 2-120-1A

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

1. California Department of Transportation (Caltrans) 2018 Standard Specifications, including the Caltrans 2018 Revised Standard Specifications (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans (Revisions through April 15, 2022) unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.



***SAN BERNARDINO COUNTY***

***--FLOOD CONTROL DISTRICT--***

These Special Provisions, prepared for construction of

## **RIALTO CHANNEL TRAIL FENCE AND ROCK INSTALLATION**

**FROM RIALTO AVENUE TO BASELINE ROAD**

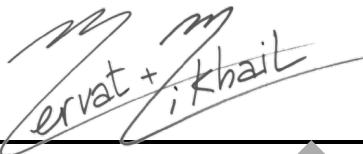
LENGTH: 7400 FEET  
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have been recommended for approval under the direction of the  
following:



05/17/23

**Brendon Biggs, P.E.**  
Chief Flood Control Engineer



5/17/2023

**Mervat Mikhail, P.E.**  
Deputy Director

Date



have been prepared by or under the direction of the  
Registered Engineer:



05/17/2023

**David Drake, P.E.**  
Chief Design Engineer

Date



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Bid Proposal Package Loose Insert

NOT FOR BID

## NOTICE TO BIDDERS

**NOTICE IS HEREBY GIVEN** that the Board of Supervisors of the San Bernardino County Flood Control District, will receive sealed proposals until

**10:00 A.M., WEDNESDAY, XXXXX XX, 2023**

in the building of:

San Bernardino County Flood Control District  
Front Reception Desk  
825 East 3<sup>rd</sup> Street  
San Bernardino, CA 92415-0835

**PLEASE NOTE: All bidders 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 ePro system prior to the date and time to receive sealed proposals or they will be disqualified.** The lowest responsive and responsible bidder and its subcontractors must be registered with the Department of Industrial Relations at the time of award of the Contract and must remain registered throughout the term of the Contract. For more information, please see <http://www.dir.ca.gov/Public-Works/SB854.html>

Bids (or "proposals") in response to this solicitation can be submitted through the County of San Bernardino Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/> (however, if the bid is submitted in ePro, the bidder's security described herein must still be BOTH (1) scanned into ePro and (2) submitted in person in a sealed envelope prior to the proposal opening date and time) or in person at the San Bernardino County Flood Control District at 825 East 3<sup>rd</sup> Street San Bernardino, CA 92415 at which time the bids will be to publicly opened and declared via video and teleconference via zoom.com using meeting ID 434-769-549. See the flyer available under the bid posting on ePro for further login information for the following Project:

### **RIALTO CHANNEL TRAIL FENCE AND ROCK INSTALLATION FROM RIALTO AVENUE TO BASELINE ROAD**

**LENGTH: 7400 FEET**  
**WORK ORDER: F02858**  
**AREA: City of Rialto**  
**SYSTEM NO.: 2-120-1A**

The work, in general, consists of, but not limited to installing approximately 7,400 linear feet of trail fence (within existing parkway) adjacent to an existing pedestrian/bicycle trail, parallel to Rialto Channel/Cactus Avenue in the City of Rialto. The Project also includes placing 3/4" decorative brown rock within the parkway and doing other work appurtenant thereto.

This Project requires a **Class A or C13** Contractor's license.

.....  
**A non-mandatory pre-bid meeting is scheduled for**

**10:00 A.M., WEDNESDAY, XXXXXXXX XX, 2023**

To be held via video and teleconference via [goto.com](https://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 posted on ePro shortly after the pre-bid meeting. **All bidders are encouraged to attend this meeting.**

**NOTICE: BIDDERS MUST OBTAIN BID DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE DISTRICT OR ePro at <https://epro.sbcounty.gov/epro/>. BIDS PREPARED ON FORMS OBTAINED FROM OTHER SOURCES WILL NOT BE ACCEPTED. BIDDERS MUST BE LISTED ON THE OFFICIAL PLAN HOLDERS LIST AT THE TIME BIDS ARE PUBLICLY OPENED. BIDS RECEIVED FROM BIDDERS 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:

1. California Department of Transportation (Caltrans) 2018 Standard Specifications, including the Caltrans 2018 Revised Standard Specifications (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

These publications are published by Caltrans and may be viewed at the following websites: <https://dot.ca.gov/programs/design> and <https://dot.ca.gov/programs/construction>.

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 Flood Control District 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. Each bid shall be accompanied by the bidder's security, the non-collusion declaration, the list of proposed subcontractors, and all additional documentation required herein. Bids shall be valid for **60 calendar days** after the bid opening date. The Contract shall be signed by the successful bidder and returned **within 10 working days**, along with the Contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self-insurance coverage.

**The Plans and Special Provisions may be obtained at no cost by visiting <http://epro.sbcounty.gov/bids>**

**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. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by the District to ensure its performance under the Contract.

**EMERGING SMALL BUSINESS ENTERPRISE PROGRAM:** Contractors are encouraged to participate in the San Bernardino County Emerging Small Business Enterprise (ESBE) Program. Questions regarding the ESBE Program should be directed to the Contracts Division at (909) 387-7920. The pre-bid meeting may include information about the ESBE Program.

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

**QUESTIONS:** Bidders must submit all questions via ePRO. The deadline for bidder questions is **5:00 P.M. on Friday, XX, 2023.**

**REPORT BID RIGGING:** Please report any suspected bid rigging, bidder collusion, and other fraudulent activities in order for the District to identify and investigate construction contract fraud and abuse. You may report such activities by calling the 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 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 District 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 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) 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 (1) 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 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 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 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 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 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.

(l) 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 1771.5 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public work 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 DIR as specified in Labor Code section 1725.5. For more information, please see the DIR website: <http://www.dir.ca.gov/>.

**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), 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 2203 as 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 is applicable. ]

**RUSSIAN SANCTION/EXECUTIVE ORDER N-6-22 (Applicable for all Contracts of five million dollars (\$5,000,000) or more utilizing State funding.):** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to

refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the District.

**PAYMENT BY ELECTRONIC FUND TRANSFER:** Contractor shall accept all payments from District via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other banking account. Contractor shall promptly comply with direction and accurately complete forms provided by District required to process EFT payments.

The District shall award the Contract for the Project to the lowest responsive, responsible bidder as determined by the District on the base bid alone. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

**BRENDON BIGGS, P.E., Chief Flood Control Engineer**  
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

By: 

**ANDY SILAO, P.E., Chief**  
CONTRACT DIVISION

DATE: \_\_\_\_\_

**SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT  
SPECIAL PROVISIONS FOR CONSTRUCTION ON  
RIALTO CHANNEL TRAIL FENCE AND ROCK INSTALLATION  
FROM RIALTO AVENUE TO BASELINE ROAD**

**LENGTH: 7400 FEET  
WORK ORDER: F02858  
AREA: City of Rialto  
SYSTEM NO.: 2-120-1A**

**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 and introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

\*\*\*\*\*

**DIVISION GENERAL PROVISIONS  
GENERAL**

***Delete paragraph 9 of Section 1-1.01***

***Add the following paragraph to section 1-1.01.***

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

***Revise or Add the following paragraphs to section 1-1.07B.***

**awarding authority:** Authorized body or officer that awarded the public works contract.

**bid item list:** Schedule of items found in the Proposal pages starting on P-1 of these Special Provisions.

**bidder:** Any person or entity making an offer or proposal to provide goods and/or services to the Department.

**California Test:** Caltrans-developed test for determining work quality. For California Tests, go to the Caltrans Test Methods website:

<https://dot.ca.gov/programs/engineering-services/california-test-methods>

**consultant:** Person(s), sole proprietorships, partnerships, associations, joint ventures, corporations, institutions or other entities who provide expert, professional assistance to the District under a contract.

**contract:** 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.

**contractor:** Any person, sole proprietorship, partnership, association, corporation, joint venture, institution or other entity which is a party to a contract.

**Department:** The contract's awarding body, the San Bernardino County Flood Control District (District), as indicated on the Contract.

**engineer:** Head of the Department, as defined above, 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.

**engineer's estimate:** List of estimated quantities of work to be performed as contained in the contract documents.

**estimated cost:** Estimated cost of the project.

**holiday:** Holidays shown in the following table:

Holiday	
Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1 <sup>st</sup>
Birthday of Martin Luther King, Jr.	3 <sup>rd</sup> Monday in January
Washington's Birthday	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>
New Year's Day Eve	December 31 <sup>st</sup>

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.

**informal-bid contract:** Contract that has “Informal Bid Authorized by Public Contract Code section 22032(b)” on the cover of the Notice to Bidders and Special Provisions.

**labor surcharge and equipment rental rates:** Caltrans publication that lists labor surcharge and equipment rental rates.

**liquidated damages:** In accordance with Section 8-1.10 of the Standard Specifications, the amount prescribed in Section 8 of the Special Provisions to be paid to the Department pursuant to the indicated conditions.

**minority:** Same as defined in Public Contract Code section 2051C.

**offices of structure design (OSD):** engineer

**procurement:** 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.

**proposer:** bidder

**public works contract:** Agreement to perform the work described in Public Contract Code section 22002.

**purchase:** Method of procurement which results in an order for materials, supplies, goods, equipment, systems, or services.

**purchase order:** Contract which is used to order supplies, equipment, goods, systems, or services.

**purchasing agent:** Director of the Purchasing Department.

**state:** The Department, as defined above.

**subcontractor:** Individual or business firm contracting to perform part or all of another's contract.

**Delete section 1-1.08.**

**Delete section 1-1.11.**

**Replace section 1-1.12 with:**

**1-1.12 MISCELLANY**

Make checks and bonds payable to the Department, as specified in the Contract.

## 2 BIDDING

*Replace section 2-1.06A with:*

### 2-1.06A General

The Proposal, which includes the Bid Item List, can be found in these Special Provisions and on the Electronic Procurement Network (<http://epro.sbcounty.gov>) as described further herein, and shall be used.

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 MAY BE DEEMED NONRESPONSIVE AND REJECTED.**

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

### 2-1.06B Supplemental Project Information

The Department makes supplemental information available as specified in these Special Provisions, through the Purchasing Department's e-procurement (ePro) system.

*Replace the first paragraph of section 2-1.12B(1) with:*

### 2-1.12B(1) RESERVED

This Project does not require DBE goals.

### 2-1.15 RESERVED

*Replace section 2-1.18 with:*

### 2-1.18 RESERVED

*Replace section 2-1.27 with:*

### 2-1.27 RESERVED

*Replace section 2-1.31 with:*

### 2-1.31 RESERVED

*Replace section 2-1.33 with the following:*

### 2-1.33 BID DOCUMENT COMPLETION AND SUBMITTAL

#### 2-1.34A ePRO

Bids must be received by the designated date and time. An electronic bid can be submitted through the Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. Submittals in ePro will be opened from the system's "encrypted lock box" and evaluated as stated in this solicitation. If the bid is submitted through ePro, the bid may also be withdrawn OR retrieved, 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 of 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 prior to 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 bidder'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 the project).

System-related issues in ePro shall be directed to the Purchasing Department at [Jillian.Cole@pur.sbcounty.gov](mailto:Jillian.Cole@pur.sbcounty.gov) or at (909) 387-3373.

**NOTE: If sending the bid or bid bond to the 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 name 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 at the Department's mail room then distributed to the Department. This can cause a delay in the receipt of bids. The Department is not responsible for any delays caused by mail service to a different Department location. It is Bidder's responsibility to ensure bids and bid bonds are received at the San Bernardino County Flood Control District, 825 East 3<sup>rd</sup> Street, Front Reception Desk, San Bernardino, CA, on or before the time set for opening of bids.**

#### **2-1.33B REQUIRED LISTING OF SUBCONTRACTORS**

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

#### **2-1.33C RESERVED**

***Replace section 2-1.34 with:***

#### **2-1.34 BIDDER'S SECURITY**

- All bids/proposals shall be presented either under sealed cover or submitted through the 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 Department (the San Bernardino County Flood Control District).
- 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 "Bid Bond" in the "Proposal" section of these Special Provisions and shall be properly filled out and executed.

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 "RIALTO CHANNEL TRAIL FENCE AND ROCK INSTALLATION" and the name of the bidder clearly marked on the outside, to: San Bernardino County Flood Control District, 825 E. 3<sup>rd</sup> Street, Front Reception, San Bernardino, California, 92415-0835. 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 sealed envelope shall be considered nonresponsive.** Bidder's attention is directed to Section 2-1.33, "BID DOCUMENT COMPLETION AND SUBMITTAL," of these Special Provisions for further details.

***Replace section 2-1.43 with:***

### **2-1.43 BID OPENING**

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 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 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 section 2-1.46 with:***

### **2-1.46 DECISION ON BID**

The decision by Board of Supervisors (or if informally bid, with the Chief Executive Officer) on the bid amount is final.

The Board of Supervisors (or if informally bid, with the Chief Executive Officer) may reject:

1. All Bids
2. A nonresponsive bid

3. A bid from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control or management with any other entity submitting a bid on the project.

**Proposals may be rejected as non-responsive 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 as non-responsive if there are erasures or irregularities of any kind.**

***Replace section 2-1.47 with:***

### **2-1.47 BID RELIEF**

The Department may grant bid relief under Public Contract Code § 5100 et seq. Submit any request for bid relief to the Department.

NOT FOR BID

### 3 CONTRACT AWARD AND EXECUTION

*Replace 3-1.02B with:*

#### 3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss.

*Add the following paragraph to section 3-1.03.*

**LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION.** Contractor shall comply with Labor Code section 1771.1 (shown in section 7-1.02K(2)), 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.

*Replace section 3-1.04 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 prime bidder submitting a bid directly to the Department for this Project may file a protest of the Department'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 and received physically by the Department, 825 E. Third Street., Room 147, San Bernardino, CA, 92415 **before 4:00 p.m. of the sixth (6<sup>th</sup>) business day following the bid opening.** Failure to timely submit a written protest shall constitute grounds for the Department's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the ability to protest. Untimely protests will not be accepted or considered.
2. 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 for such relief. Any grounds not set forth in the bid protest shall be deemed waived.

Materials submitted after the bid protest deadline will not be considered. 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 filed and complies with the above requirements, the Department shall review and evaluate the bid protest. A copy of the protest and all supporting documents will be provided to the protested bidder. The protested bidder may submit a written response to the protest within three business days. The response must include all supporting documentation. The Department shall respond to the protesting bidder and state the Department's findings regarding the bid protest.

***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.

***Replace section 3-1.07 with:***

### **3-1.07 RESERVED**

***Replace section 3-1.08 with:***

### **3-1.08 RESERVED**

***Replace section 3-1.11 with:***

### **3-1.11 RESERVED**

***Replace section 3-1.18 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 **10 BUSINESS DAYS** after receiving those documents for execution.

Failure of the successful bidder to execute the contract and file acceptable bonds as provided herein shall be just cause for the forfeiture of the Bidder's Security. The successful bidder may file with the Department a written notice, signed by the bidder or the bidder's authorized 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 bidder to execute the contract and furnish acceptable bonds within the time hereinbefore prescribed.

***Add section 3-1.20.***

### **3-1.20 CONFLICT OF INTEREST**

**CONTRACTOR** shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the Department. Officers, employees,

and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. **CONTRACTOR** shall make all reasonable efforts to ensure that no Department officer or employee, whose position in the Department enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial 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.**

### **3-1.21 FORMER COUNTY OFFICIALS**

**CONTRACTOR** must provide information on former County of San Bernardino 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 the 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.**

### **3-1.22 SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM AND TITLE VI ASSURANCES**

#### **3-1.22A General**

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, 12259, 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.

#### **3-1.22B REMOVED**

**Add section 3-1.23.**

### **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.**

**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), the **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(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.

**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 accordance with Public Contract Code section 2205.

## 4 SCOPE OF WORK

### *Add the following:*

The project consists of , **but not limited to installing approximately 7,400 linear feet of trail fence (within existing parkway) adjacent to an existing pedestrian/bicycle trail parallel to Rialto Channel/Cactus Avenue in the City of Rialto. The project also includes placing 3/4" decorative brown rock within the parkway** and other items or details not mentioned above that are required by plans, Standard Specifications and these Special Provisions and other work appurtenant thereto.

### *Add to Section 4-1.06A, General*

**Supplemental Work At Force Account (Unforeseen Differing Site Conditions Associated with Utility Conflicts and/or subgrade stabilization)** - 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 and/or surface conditions. Extra work addressed under the provisions of this section will be work 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 **CONTRACTOR**. Payment shall be accounted for under Force Account procedures.

Extra work to address subsurface or latent physical conditions that differ materially from those indicated in the contract; or unknown physical conditions of an unusual nature, differing from those initially encountered and generally recognized as inherent in the work provided for in the contract will be addressed in accordance with section 4-1.06, "Differing Site Conditions (23 CFR 635.109)," of the Standard Specifications.

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 sections 4-1.05, "Changes and Extra Work," of the Standard Specifications.

Prospective bidders shall include the Contract Amount printed in the proposal for "Supplemental Work At Force Account (Unforeseen Differing Site Conditions Associated with Utility Conflicts and/or subgrade stabilization)" as their bid for this contract item.

Compensation to the **CONTRACTOR** for the work as described above shall be made in accordance with Section 9-1.04, "Force Account," of the Standard Specifications.

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 Differing Site Conditions Associated with Utility Conflicts and/or subgrade stabilization)"** and no separate payment will be made therefor. The bid amount specified for Supplemental Work – Unforeseen Conditions (Force Account) is to be considered as a conditional allowance for budgetary and bidding purposes only. Any payments shall be determined upon direction and approval of applicable force account work by the **ENGINEER**.

## 5 CONTROL OF WORK

**Delete paragraph 9 of section 5-1.01**

**Replace paragraph 6 of section 5-1.09A with:**

*The Caltrans's Field Guide to Partnering on Caltrans Construction Projects is available to the project team as a reference. This guide provides structure, context, and clarity to the partnering process requirements. For the guide, go to the Caltrans's Division of Construction website.*

**Replace item 1 of paragraph 1 of section 5-1.09B with:**

1. Select a partnering facilitator that offers the service of a monthly partnering evaluation survey with a 5-point rating and agrees to follow the Caltrans's *Partnering Facilitator Standards and Expectations* available at the Caltrans's Division of Construction website.

**Replace paragraph 3 of section 5-1.09C with:**

Before the initial partnering workshop, the trainer conducts a 1-day training session in partnering skills development for the Contractor's and the Engineer's representatives. This training session must be a separate session from the initial partnering workshop and must be conducted locally. The training session must be consistent with the partnering principles under the Caltrans's *Field Guide to Partnering on Caltrans Construction Projects*.

**Replace Section 5-1.12 with:**

### 5-1.12 ASSIGNMENT

The performance of the Contractor or any Contract part may be assigned only with prior written consent from the Department. To request consent, submit your request in writing to the Department Engineer. The Department 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 Department accepts the assignment upon the Engineer's receipt of a written request. Assigned payments remain subject to deductions and withholdings described in the Contract. The Department may use withheld payments for work completion whether the payments are assigned or not.

**Replace paragraph 6 of Section 5-1.13A the following paragraphs:**

Each subcontract must comply with the Contract and any lower tier subcontract that may in turn be assigned. Each subcontract must comply with the Contract, including but not limited to Section 7, "Legal Relations and Responsibility to the Public," of these Special Provisions. You are responsible for having any noncompliance corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Your failure to have each subcontract comply may result in termination of the Contract.

**Add the following after the first paragraph of Section 5-1.13B(1).**

All Department contracts, agreements, and purchase orders shall contain the following clause: The Contractor agrees that the Department has the right to review, obtain and copy all records pertaining to performance of the Contract. The Contractor agrees to provide the Department

with any relevant information requested and shall permit the Department access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The Contractor shall maintain records for a period of at least three (3) years after final payment under the contract.

***Replace Section 5-1.13C with:***

**5-1.13C RESERVED**

***Replace Section 5-1.13D with:***

**5-1.13D RESERVED**

***Add the following paragraph to Section 5-1.20B (1)***

Allow personnel from any regulatory agency to enter the project site and view related records to any PLAC at any time to verify compliance with PLACs.

The Contractor must comply with all requirements of documents contained in Brown pages of these Special Provisions which are applicable during construction.

1. The Contractor must obtain construction permits as required for all work within San Bernardino County, and City of Rialto jurisdiction prior to the construction. The Contractor must submit a copy of insurance policy certificate and conform to the permit requirements in performance of work on this project.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the "Permit" and no additional compensation will be allowed therefor.

***Replace paragraph 4 in Section 5-1.23A with the following:***

Each sheet of a submittal must include the Department's work order number, and, if applicable, the Federal-Aid project number.

***Add to Section 5-1.26 Construction Surveys***

The Department will provide surveying and construction staking required for the construction of this project as determined by the Engineer, or his authorized representative. The cost of any additional surveying and/or construction staking primarily for the convenience of the Contractor, not in conformance with usual and customary practices, and for replacement stakes lost as a result of the Contractor's operations will be the responsibility of the Contractor. The cost of said additional surveying shall be deducted from the Contractor's progress payments. The Contractor must make all requests for construction stakes in writing at least four (4) hours in advance of the day survey is required to commence.

***Delete paragraphs 2 through 5 in Section 5-1.27E.***

***Add to Section 5-1.32, Areas for Use***

The **CONTRACTOR** will be responsible for locating and making all arrangements necessary to obtain and secure an adequate construction yard and/or staging area for their operations.

All operations of the **CONTRACTOR** (including storage of materials) upon **DISTRICT's** right-of-way must be confined to areas authorized or approved by the **ENGINEER**, or his authorized representative, and when designated, by the applicable environmental, archeological, or other

project monitor. The **CONTRACTOR** must hold and save the **COUNTY** and **DISTRICT**, its officers, and agents, free and harmless from liability of any nature occasioned by his operations.

Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the **CONTRACTOR** only with the approval of the **ENGINEER**, or his authorized representative, and must be built with labor and materials furnished by the **CONTRACTOR** without expense to the **DISTRICT**. Such temporary buildings and utilities will remain the property of the **CONTRACTOR** and must be removed by the **CONTRACTOR** at the **CONTRACTOR's** expense upon the completion of the work.

The **CONTRACTOR** must use only established roadways or construct and use such temporary roadways as may be authorized by the **ENGINEER**, or his authorized representative. Permits or written consent from other agencies may be required and will be the responsibility of the **CONTRACTOR**. Where materials are transported in the prosecution of the work, vehicles must not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbing or sidewalks, the **CONTRACTOR** must provide protection against damage. Any damaged roads, curbing, or sidewalks must be repaired by or replaced at the expense of the **CONTRACTOR**.

The **CONTRACTOR** must submit plans of such storage area to the **ENGINEER**, or his authorized representative, for review five (5) working days prior to starting construction of the storage area.

All construction yards and/or staging areas must be restored to their original conditions as directed by the **ENGINEER**, or his authorized representative, at no additional cost to the **DISTRICT**.

Payment for all items covered in this section shall be included under "Bid Items" in the contract amount paid lump sum for "traf" of these Special Provisions and no additional compensation will be allowed therefor.

*Replace "Reserved" in section 5-1.36C(2) with*

The **CONTRACTOR** shall notify the **ENGINEER** and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar 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) 1-800-422-4133**

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

<u>AGENCY</u>	<u>CONTACT</u>	<u>ADDRESS / PHONE / CELL</u>
AT&T	Jeffrey Woods (Mngr. OSP Engineer Design) <a href="mailto:Jw3624@att.cpm">Jw3624@att.cpm</a>	(951) 470-5034
Charter Communications	Josh Vollmer (Construction Manager) <a href="mailto:Joshua.Voller@charter.com">Joshua.Voller@charter.com</a>	(951) 476-1666
Crown Castle	Kelly Klinefelter (Network Records Specialist) <a href="mailto:Kelly.Klinefelter@crowncastle.com">Kelly.Klinefelter@crowncastle.com</a>	(951) 742-6085
LUMEN	Holden Boyden (Business Analyst) <a href="mailto:HoldenBoyden@lumen.com">HoldenBoyden@lumen.com</a>	Non-Available
Southern California Gas	Eduardo Cruz (Planning Associate) <a href="mailto:ecruz@socalgas.com">ecruz@socalgas.com</a>	(213) 231-3313
Southern Edison	Steven Simmons (Sr. Planning Manager) <a href="mailto:Steven.M.Simmons@sce.com">Steven.M.Simmons@sce.com</a>	(909) 357-6202 (O) (909) 471-2318 (C)
Verizon Business	Curtis Lewis (Business Engineer/Project Manager) <a href="mailto:curtis.lewis@verizon.com">curtis.lewis@verizon.com</a>	(619) 318-3119
West Valley Water District	Rene Gabaldon (Assistant Engineer) <a href="mailto:rgabaldon@wwd.org">rgabaldon@wwd.org</a>	(909) 875-1804, ext: 352

Initial written utility notification and preliminary plans were sent to utility agencies on March 20, 2023, and contact has continued at various times since.

## UTILITY PROTECTION

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

<u>AGENCY</u>	<u>APPROXIMATE LOCATION</u>	<u>DETAILS</u>
Crown Castle	1- N/W corner of Etiwanda Avenue at N. Cactus Avenue	Protect in-place underground fiber optic cable.
Southern California Edison	2- South of Base Line and parallel to N. Cactus Avenue; traverses south 7,400 LF to W. Rialto Avenue.	Protect in-place power poles (various), along with electrical boxes along the 7,400 LF reach of Rialto Channel Trail Fence project.
West Valley Water District	3- Approximately 545 ft. South of W. Base Line Avenue and orthogonal to N. Cactus Avenue.	16" dia. and 24" dia. Water lines traverse parallel to each other in a westerly direction, crosses near water district driveway at approximate stations 83+75 and 84+00.

The **CONTRACTOR** must notify all above utility companies regarding construction schedule **two weeks** prior to start of work.

The **CONTRACTOR** must notify **Underground Service Alert** at 1-800-442-4133, or 811, 48 hours prior to any construction operations in order for utilities to mark and identify locations of existing facilities.

Throughout the project, utility poles, fire hydrants, water lines, gas lines, electrical boxes will be located in the construction area. If applicable, the **CONTRACTOR** shall perform his grading operations around these utilities.

The **CONTRACTOR** will be responsible for protecting the utilities in place as called out on the plans, these Special Provisions, and as required by utility owners; including providing and designing systems of support for utilities located within the trench excavation and also the arrangements with utility owners for adjustment or relocation of utility facilities to match lines and grades of finished work. The methods for supporting utility poles, if needed, must conform to the requirements of the owner for each utility affected. It is the responsibility of the **CONTRACTOR** to determine what these requirements are prior to submitting their bid on the project. Surplus excavated material incidental to the protection of utilities must be disposed of **outside of the project right-of-way**.

If potholing is required, the contract unit price paid per each (EA.) for "**Potholing**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in potholing utility, including recording and providing potholing data as shown on the plan, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

***Replace item 2 in the fourth paragraph of section 5-1.43A with***

2. 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 Department and the **CONTRACTOR** shall be resolved in accordance with Public Contract Code section 9204, 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 Department 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 herein and found at the end of these Special Provisions.

Please note that pursuant to Public Contract Code section 9204(c)(1), a "claim" means the following:

a separate demand by a contractor sent by registered 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 damages 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.

***Replace section 5-1.43F, "Reserved," with the following:***

#### **5-1.43F 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.

**IMPORTANT: BEFORE CONTRACTOR MAY FILE A LAWSUIT AGAINST THE DEPARTMENT, 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 DEPARTMENT:**

**Risk Management Division  
222 W. Hospitality Lane, 3<sup>rd</sup> Floor  
San Bernardino, California 92415-0016**

A copy of the District's standard claim form may be accessed at the Risk Management Division during normal business hours or may be downloaded at <https://www.sbcounty.gov/riskmanagement>.

Venue for any such litigation concerning this Project or Agreement shall be in the Superior Court of California, County of San Bernardino, 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, County of San Bernardino, San Bernardino District.

## 6 CONTROL OF MATERIALS

***Replace section 6-1.04A with:***

6-1.04A RESERVED

***Replace section 6-1.04B with:***

## 6-1.04B RESERVED

**Delete paragraph 5 from section 6-2.01A.**

***Replace section 6-2.01B with:***

## 6-2.01B RESERVED

***Replace section 6-2.01C with:***

See Division IX for approved traffic control devices and signaling equipment.

**Replace section 6-2.1D with:**

## 6-2.01D RESERVED

## 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

*Add the following paragraphs to section 7-1.02I(2):*

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 enacted. **CONTRACTOR** shall include the nondiscrimination and compliance provisions of this paragraph in all subcontracts to perform work under the contract.

*Replace the 2<sup>nd</sup> paragraph of section 7-1.02K (2) with:*

Pursuant to section 1773 of the Labor Code, the general prevailing rates of wages in the County of San Bernardino 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>). The **CONTRACTOR** and subcontractors shall not pay less than the prevailing wage. Copies of the prevailing wage rates are also on file at the Contracts Division office (address identified above) and shall be made available to any interested party on request.

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 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) 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, voidable, 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 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 on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Personal 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 by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 60 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.
- (l) 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 1725.3 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 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/>.

***Delete paragraphs 6 through 10 in section 7-1.02K (3).***

***Add the following at the end of section 7-1.02K(3):***

***Additionally, 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.***

***Add the following to the 17th paragraph of section 7-1.04:***

Do not move or temporarily suspend anything over pedestrians unless the pedestrians are protected. Furnish, erect, 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 of the proposed pedestrian detour with all signage, barricades, fencing, delineators, etc. 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 22nd paragraph of section 7-1.04 with:***

Install Type K temporary railing or other authorized protective systems under any of the following conditions:

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 do not extend beyond a single daylight period, for these zones alternative barrier systems should be considered.
2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day.
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 differential: When construction operations create a height differential greater than 1 foot within 15 feet of the edge of traffic lane.

***Replace the 23rd paragraph of section 7-1.04 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 to the 25th paragraph of section 7-1.04:***

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.

Temporary crash cushion modules must conform to the specifications in section 12-15, "TEMPORARY CRASH CUSHION MODULE" of the Standard Specifications.

***Add the following paragraph after the 26th paragraph of section 7-1.04***

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 with:***

#### **7-1.05A General**

For the purposes of this indemnification section only, the term "Department" shall refer to both the San Bernardino County Flood Control District and San Bernardino County.

To the fullest extent possible permitted by law, **CONTRACTOR** assumes liability for and agrees, at the **CONTRACTOR's** sole cost and expense, to promptly and fully indemnify, defend (with counsel reasonably approved by the Department) (even if the allegations are false, fraudulent, or groundless), and hold harmless the Department and its authorized officers, employees, agents and volunteers ("Indemnitees") from and against any and all claims (including claims against the Department 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 Department 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 and 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 Department 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 Department. The **CONTRACTOR's** obligation to defend the Department 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 duty 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 Department unless the Department 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 counsel acceptable to the County Counsel.

It is the intent of the parties to the Contract that the **CONTRACTOR** and its subcontractors of all tiers shall provide the Indemnitees with the 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 ensure, by 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 forth 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:***

**Additional Insured** – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the **San Bernardino County** (a separate, legal public entity), and the **San Bernardino County Flood Control District** (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.

**Waiver of Subrogation Rights** – 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 waives all rights of subrogation against the County as well as any other entities named herein.

**Policies Primary and Non-Contributory** – 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 named herein.

**Severability of Interests** – 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 preclude coverage 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 service 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 service 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.

**Acceptability of Insurance Carrier** – 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 J. M. Best Company, Inc., website <http://www.ambest.com/>.

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

**Failure to Procure Coverage** – 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** agrees to execute any such amendment within thirty (30) days of receipt.

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

The **CONTRACTOR** agrees to provide insurance 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 any way 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 as shown:

**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 of such entities are required to be covered by Workers' Compensation insurance.

**Commercial General Liability Insurance** – 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 insurance shall cover liability, including, but not limited to, that arising from:

- (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.

**Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles on Symbol 1 (any auto). The policy shall have minimum combined single limit for bodily injury and property damage, 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

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

If the **CONTRACTOR** owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other 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.

**Course of Construction/Installation Property Insurance** – 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.

**Continuing Products/Completed Operations Liability Insurance** – 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).

**Subcontractor Insurance Requirements** – The **CONTRACTOR** shall 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** shall monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

***Delete section 7-1.07B.***

NOT FOR BID

## 8 PROSECUTION AND PROGRESS

### *Add to Section 8-1.01, General*

#### **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.

1. **First Order of Work** - The Contractor shall obtain a Permits from the City of Rialto per applications attached elsewhere in Brown Pages section in these Special Provisions. The City does not authorize work within their jurisdiction without permit. The San Bernardino County Flood Control District is the Lead Agency for this project.
2. **Second Order of Work** – The Contractor shall install the Portable Changeable Message Signs (PCMS) at locations specified in these Special Provisions and/or as determined by the Engineer.
3. **Third Order of Work** - The Contractor shall post advance closure signs at least two (2) days prior to the closure dates at closure locations as stipulated in the Special Conditions of the Traffic Control System section elsewhere in these Special Provisions. Signs shall advise pedestrians of anticipated closure dates.

Attention is directed to the following Sections: Supplemental Work At Force Account (Unforeseen Differing Site Conditions Associated with Utility Conflicts and/or subgrade stabilization), Public Safety, Portable Changeable Message Signs, Traffic Control System, Earthwork, and Geotechnical Engineering Report found elsewhere in these Special Provisions.

Nothing in these Special Provisions shall relieve the Contractor of his responsibility to comply and conform with the requirements as stipulated in these Special Provisions.

Except Second Order of Work compensation for conforming to the requirements of this section, including any additional mobilizing or demobilizing costs, 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.

### *Add to Section 8-1.02, Schedule*

The **CONTRACTOR** must submit a practicable plan and progress schedule for pursuing the work, for approval by the **ENGINEER** within 20 working days of approval of the contract, and within 10 working days of the **ENGINEER's** written request at any other time. The **CONTRACTOR** may furnish the schedule on a form of the **CONTRACTOR's** choice or, if requested, the **ENGINEER** will furnish a form for the **CONTRACTOR's** use. If the **ENGINEER** furnishes a form, the **ENGINEER** will also furnish to the **CONTRACTOR**, on request, on or before the last day of each month a copy of the form showing the status of work actually completed during the preceding estimate period. The schedule must show the 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 must be consistent in all respects with the time and order of work requirements of the contract. Subsequent to the time that submittal of a progress schedule is required in accordance with these specifications, no progress payments will be made for any work until a satisfactory schedule has been submitted to the **ENGINEER**.

The schedule must be updated and revised monthly, showing any changes made to the original schedule. The **CONTRACTOR** must furnish the **ENGINEER** with the revised schedule five (5) working days before the first of each month prepared.

If the **CONTRACTOR** is unable to complete the work that he has begun, as stipulated within the approved plan, they must submit an alternative plan, proper implementation of which in the opinion of the **ENGINEER** will adequately protect the structural integrity of the work and public safety. This plan is subject to a 2-week review period by the **ENGINEER**. The **CONTRACTOR** must implement it within the specified calendar dates.

All construction and testing of the new facility must be completed within the number of working days as stipulated in Section 4 of these Special Provisions.

***Replace section 8-1.02C(3)(a) with***

Submit a description of your proposed schedule software for authorization.

Software must be compatible with the current version of the Microsoft Windows operating system in use by the **ENGINEER**.

Provide the **ENGINEER** access for two users to the authorized schedule software or cloud-based solution.

Any proposed schedule software must be capable of:

1. Generating a pdf output showing all project information
2. Comparing 2 schedules and providing reports of changes in activity ID, activity description, constraints, calendar assignments, durations, and logic ties
3. Generating files that can be imported into [www.smartsheet.com](http://www.smartsheet.com).

***Replace section 8-1.02D with***

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in preparing, furnishing, and updating Critical Path Method (CPM) progress schedules and instructing and assisting the **ENGINEER** in interpretation and clarification of CPM submittals, including those required in relation to approved changes to the contract, as specified in the Standard Specifications and these Special Provisions shall be considered included in various items of work for "Project Progress Schedule" and no additional compensation will be allowed therefor.

***Replace 1<sup>st</sup> paragraph of section 8-1.03 with***

Attend a preconstruction conference with key personnel, including your assigned representative, at a time and location determined by the **ENGINEER**. Submit documents as required before the preconstruction conference.

The following documents are due at the pre-construction conference, unless otherwise directed by the **ENGINEER**:

1. Baseline schedule,
2. Statement of Compliance with Sections 1509 and 1510 of the CalOSHA Construction Safety Orders,
3. Fire Safety Plan,
4. Notice to Residents in English and Spanish,
5. Notice of Materials to be Used,
6. Subcontracting Request,
7. Staging Area Plan,
8. Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP), as applicable,
9. Traffic Control Plan,
10. Proof of approved permits, if applicable,
11. List of personnel assigned to the project
12. Emergency contact list,
13. List of Equipment to be Used, and
14. Any other information deemed necessary by the **ENGINEER**.

Failure to provide the required submittals within the time frame specified may subject the **CONTRACTOR** to being charged working days for each and every day after the submittal due date.

***Replace 8-1.04A with***

#### **8-1.04A General**

The **ENGINEER** will issue a Notice to Proceed, after approval of the Contract. No job site activities are authorized prior to issuance of the Notice to Proceed.

***Replace 8-1.04B with***

#### **8-1.04B Standard Start**

Start job site activities **within 15 business days** after issuance of the Notice to Proceed. The first working day will be counted as the first day of job site activities or the 15<sup>th</sup> business day after the issuance of the Notice to Proceed, whichever occurs first.

The Department does not adjust time for starting before the First Working Day.

Diligently prosecute the work to completion before the expiration of the number of working days listed in the Notice to Bidders.

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

**TWENTY ( 20 ) WORKING DAYS**

starting with the First Working Day Designated (Refer to the definition of "Working Day" in section 1-1.07B of these 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.

Submit a notice 72 hours before starting job site activities. If the project has more than 1 work location, submit a separate notice for each location.

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

**8-1.10A General**

The Department specifies liquidated damages (Pub Cont Code § 10006). Liquidated damages, if any, accrue starting on the 1<sup>st</sup> day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.04A 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.

The **CONTRACTOR** shall pay the Department the sum of

**THIRTY FIVE HUNDRED DOLLARS ( \$3,500.00 ) PER DAY**

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

**Replace the third and fourth paragraphs of 8-1.10A with:**

The **CONTRACTOR** shall pay the Department the amount listed in the Notice To Bidders for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

## 9 PAYMENT

*Replace Section 9-1.02D with:*

### 9-1.02D RESERVED

*Delete the 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, and 14<sup>th</sup> paragraphs in section 9-1.02D*

*Replace the 16<sup>th</sup> paragraph in section 9-1.03 with*

Pay subcontractors within 7 days of receipt of each progress payment under Business and Professions Code section 7108.5.

*Replace section 9-1.07 with*

### 9-1.07 RESERVED

*Add the following paragraphs to section 9-1.16A*

**CONTRACTOR** shall accept all payments from the Department 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 the Department required to process EFT payments.

The provisions of Public Contract Code section 20104.50, cited immediately below, dealing with the modification, performance 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 meet 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 business 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 (c).
- (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 this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

***Replace the 5<sup>th</sup> item in following paragraph 1 of section 9-1.16C with***

5. Stored within the Department and you submit evidence that the stored material is subject to the Department's control.

***Add the following paragraph to section 9-1.16C.***

Payment for Materials on Hand, meeting the criteria in this section will be at the sole discretion of the **ENGINEER**.

***Delete the 2<sup>nd</sup> paragraph in section 9-1.16D(1).***

***Replace the third paragraph in section 9-1.16E(1) with***

Withholds are not retentions under Public Contract Code § 7107 and do not accrue interest.

***Replace section 9-1.16F with***

The Department 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 Department will retain **5%** of

the payments made to **CONTRACTOR** and total retention proceeds withheld by the Department shall not exceed **5%** of the contract price. However, this limitation does not apply to amounts retained by Department 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 Department will direct the County Auditor to release the withheld funds.

**CONTRACTOR** may upon written request, and at its 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 ensure performance.

***Replace 9-1.17D(1) with***

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 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 Department 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 Department will pay the sum so found to be due. Such semifinal estimate and 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 5-1.03L, "Alternative Resolution for Claims subject to Public Contract Code sections 9204, 2010.1, 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 supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the Department at its discretion.

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

***Replace section 9-1.17D(2)(a) with***

**9-1.17D(2)(a) RESERVED**

***Replace the 6<sup>th</sup> paragraph in section 9-1.17D(3) with***

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

***Replace section 9-1.22 with***

**9-1.22 CIVIL ACTION**

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

## DIVISION II GENERAL CONSTRUCTION

### 10 GENERAL

#### *Add to Section 10-1.01, General*

All work shall be done in substantial conformance to the improvement plans, the Standard Specifications of the State of California, Department of Transportation, the Standard Plans found in the Special Provisions and these Special Provisions.

1. The **CONTRACTOR** performing work on this project must familiarize themselves with the site and will be solely responsible for any damage to existing facilities or dwelling resulting directly or indirectly from its operations, whether or not shown on the improvement plans.
2. Upon receiving the notice to proceed, the **CONTRACTOR** is required to notify the various utility agencies of its planned activities and must maintain contacts with agencies as necessary.
3. The **CONTRACTOR** shall obtain the encroachment permits from the City of Rialto. The City Does not authorize work within their jurisdiction without permit. The San Bernardino County Flood Control District is the lead agency for the Project.
4. The **CONTRACTOR** must make every effort to minimize disruption to traffic and to residences and/or businesses that could be impacted by the project. The **CONTRACTOR** must also provide necessary assistance to affected parties who need access to their mode of transportation.
5. The **CONTRACTOR** must notify all property owners of road closure conditions and status updates.
6. During construction **on both approaches of Cactus Avenue**, the Contractor must install two (2) Portable Changeable Message Signs (PCMS) one (1) week prior to construction and during construction to alert motorists of the upcoming work and lane closure(s).
7. The **CONTRACTOR** shall post sidewalk signs at least two (2) days prior to closure dates at sidewalk intersections as stipulated in the Special Conditions of the Traffic Control System section elsewhere in these Special Provisions. Signs shall advise pedestrians of anticipated closure dates.
8. The **CONTRACTOR** must establish the order of paving, as appropriate, to maintain traffic flow.
9. In the event trash cans are to be rolled away to facilitate construction activities, the **CONTRACTOR** must tag each trash bin with the appropriate address and return the bins to their respective locations.
10. The **CONTRACTOR** is responsible to provide temporary mail boxes and coordinate with the postal service to maintain uninterrupted mail services.

11. During construction, **CONTRACTOR** must install two (2) Programmable Changeable Message Sign (PCMS) one (1) week prior to construction and maintain during construction to alert motorists of the upcoming work and detours.
12. During construction adjacent to public roads, the **CONTRACTOR** shall place temporary fencing (Type CL-6) at the trench when construction activities are not in progress.
13. The **CONTRACTOR** must repair or replace any paving outside the areas shown on the plans for replacement or overlay which is damaged as a result of the **CONTRACTOR's** operations.
14. The **CONTRACTOR** must prepare and deliver notification door fliers to residents two weeks in advance of construction that impacts them. The notifications must include a description of the project and of impacts to the residents, and the dates of the impact. Impacts may include, but are not limited to, disruption of traffic, limitation on vehicular access, interruption of utility services, arrangements for trash and mail service, and advisement of pedestrian access. The notifications must be submitted to the **ENGINEER**, or his authorized representative, for approval prior to being delivered.

There may be other requirements shown on the Improvement Plans, the Standard Specifications, and these Special Provisions. It is the **CONTRACTOR's** responsibility to familiarize themselves with all of the requirements.

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

#### ***Add to Section 7-1.02K, Excavation***

This work shall consist of furnishing, implementing, maintaining and removing protective measures for excavation(s) in excess of 5 feet that adequately provide protection from hazards of caving ground, conforming to the provision in Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications; Section 6705 of the Labor Code; Section 832 of the Civil Code; Article 6, Subchapter 4, Chapter 4, Title 8 of the California Code Regulations; and these Special Provisions.

Unless otherwise certified in writing by a Geotechnical Engineer or a Registered Civil Engineer with geotechnical experience, soil type for the purposes of designing trench/excavation safety measures shall be considered to be classified in accordance with the attached Geotechnical Report. The **CONTRACTOR** is solely responsible for damages resulting from its failure to prevent collapse or failure of excavations under all load conditions encountered during construction.

**CONTRACTOR's** attention is directed to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. Provisions in this section pertaining to "increases" shall not apply to increases in trench/excavation safety measures due to changes in the types of soil or other conditions upon which are based designs of such measures, except as provided in Section 4-1.05B, "Work-Character Changes."

Unless otherwise specified, **CONTRACTOR** must obtain, at no additional cost to the **DISTRICT**, such licenses, permits, or approvals as may be required from adjacent property owners, and/or owners of easement rights overlying **CONTRACTOR's** work site(s), relating to

trench/excavation safety and protection of said owner's property, equipment, or existing facilities from damage arising from caving ground in vicinity of **CONTRACTOR's** excavations(s).

The **CONTRACTOR** is fully responsible for designing, providing, installing, and maintaining adequate shoring systems as necessary and in accordance with "OSHA" requirements to prevent slides or cave-ins and to fully protect from damage all existing improvements of any kind, either on public or private property. The shoring plans must be signed and wet stamped by either a Civil Engineer with expertise in shoring design, or a Structural Engineer, both of whom must be licensed in the State of California. Shoring must be removed before the end of the project.

#### ***Add to Section 10-6, Watering***

The **CONTRACTOR** must provide, at their own expense, all necessary power required for all operations under this contract. In the event generators are required for power, they must be supplied by the **CONTRACTOR**. The **CONTRACTOR** must provide and maintain in good order such power equipment and installation so as to be adequate to perform all the required work in a safe and satisfactory manner.

Full compensation for developing a supply of water required for the work, including work paid for as extra work, and full compensation for providing power as necessary for the work, shall be considered as included in the price paid lump sum for **Develop Water and Power Supply**," and no additional compensation will be allowed therefor. Monthly Progress Payments will be pro-rated over the life of the project on a ratio of the working days charged to the number of working days specified in the Contract.

#### ***Add Section 10-7, Permit***

Prior to construction, the **CONTRACTOR** shall obtain an Encroachment permit (Permit No. \_\_\_\_\_), lane closure permit (Permit No. \_\_\_\_\_), and license requirements for all work involved within the **CITY** of Rialto jurisdiction. The **CITY** does not authorize work within their jurisdiction without permit.

Nothing in these Special Provisions relieve the Contractor of their responsibility in complying with permit requirements.

Full compensation for complying with the requirements of this section, with respect to operations under their jurisdiction, not otherwise provided for, shall be considered as included in the price paid for the various contract items of work and no additional compensation will be allowed therefor.

## 12 TEMPORARY TRAFFIC CONTROL

### *Add to Section 12-3.32A General*

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. The Contractor shall coordinate the placement of the PCMS and the information shown on the boards with the Engineer.

The PCMS shall be installed as the second Order of Work and shall occur one (1) week(s) prior to the start of construction. The Contractor shall provide a minimum number of 2 message signs.

The Contractor's attention is directed to the Permits (Drawn Pages) attached 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 boards shall be maintained and relocated if necessary as determined by the Engineer during construction. Recommended locations for the message boards are:

Location of the Temporary 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 Department.

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.

### *Add to Section 12-3.32D Payment*

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 unit price paid for "**Portable Changeable Message Sign (PCMS)**," and no additional compensation will be allowed therefor

### *Add to Section 12-4.02A 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 8:00 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.

The Contractor shall submit a haul route plan to the Engineer and to the City of Rialto for approval prior to construction. The Contractor shall revise the haul route plan as required and shall comply with requirements of the haul route plan. A copy of the approval by the City of Rialto is to be provided to the Engineer.

When applicable, the 2018 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 RSP 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 indicated 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 are removed, temporary 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 B unless 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 their 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 prepare 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.

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 District.

The Contractor shall furnish, install, maintain, 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 damaged, 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 delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder. If the Contractor elects, said components may be stored at selected central locations approved by the Engineer within limits of the District's right of way.

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

## **B. SPECIAL CONDITIONS:**

### **I. During Construction Activities**

**Construction on Rialto Channel Trail Fence shall be performed on Monday through Friday only (8:00 A.M. to 4:00 P.M.) for the duration of the project.**

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. The point of contacts for various businesses can be found in Section "Coordination" elsewhere in these Special Provisions.

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

**On N. Cactus Avenue:** Public traffic shall be permitted to pass through construction operations at all times on all paved lanes not affected by lane closure. In order to control traffic, flaggers shall be required at any intersecting street or access road utilized for hauling of material operations or as determined by the engineer.

**Pedestrian safety:** The Contractor shall provide passage to 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 weeks 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**

The Contractor must provide two 11-foot graded and compacted or paved lanes, one for each direction of travel for use by 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 open for use 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 Work," and "Public Safety," and "Permit" sections of these Special Provisions for traffic control requirements.**

### ***Add to Section 12-4.04D, Payment***

The contract lump sum price paid 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.

## 13 WATER POLLUTION CONTROL

### *Add to Section 13-1.01C Submittals*

This Project shall conform to the modifications thereto. The **CONTRACTOR** must therefore understand and have necessary certifications and fully comply with the applicable provisions of the Permits and all modifications, thereto, the Manuals, Federal, State, and local regulations and requirements that govern the **CONTRACTOR's** operations and storm water and non-stormwater discharges from both the project site and areas of disturbance outside of the project limits during all construction phases. Attention is directed to Section 7, "Legal Relations and Responsibility to the Public," Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications.

The **CONTRACTOR** must comply with the requirements of the Permits and Manuals for those areas and must implement, inspect, and maintain the required water pollution control practices. Installing, inspecting, and maintaining water pollution control practices in areas outside the project area and **DISTRICT** right of way, not specifically arranged and provided for by the **DISTRICT** in the execution of this contract, will not be paid for without prior written approval.

### *Add to Section 13-2.01 General*

Water Pollution Control work shall conform to the provisions in Section 13-2, "Water Pollution Control Program", of the Standard Specifications, and these special provisions and the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbook (Handbook), and addenda thereto issued up to and including the date of advertisement of the Project. The Handbooks and Water Pollution Control Program template may be downloaded from the Caltrans Storm Water and Pollution Control website:

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

### *Replace Section 13-2.04 Payment with*

The contract price paid lump sum for "**Water Pollution Control Program (WPCP)**" shall include full compensation for furnishing 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, and no additional compensation will be allowed therefor.

## 14 ENVIRONMENTAL STEWARDSHIP

### *Add to Section 14-1.01 General*

Environmental Mitigation Measures must comply with section 5-1.20B "Permits, Licenses Agreements and Certifications," section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

The Contractor shall comply with the following mitigation measures:

### **BIOLOGICAL RESOURCES CONDITIONS**

- Because of the limited nature of the fence work, it has been determined that project related activities will not directly impact any sensitive habitat and/or species. However, to ensure no impacts to species the following actions should be taken:
  - If work occurs during the nesting bird season (March 15 – September 1), a pre-construction nesting bird survey must be conducted no more than three days prior to the start of work.
  - If active nests are detected, appropriate avoidance buffers will be established and work activities within the vicinity of the nest will be monitored.
  - All staging areas will be surveyed and cleared by a biologist prior to equipment staging.

### **CULTURAL RESOURCES CONDITIONS**

To ensure there are no impacts to historical or cultural resources, the following general conditions should be incorporated into project avoidance measures:

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.

### **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 shoulder-to-shoulder

and/or curb-to-curb) 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-way, 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 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) 387-7897, 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.

AA

## 15 EXISTING FACILITIES

### *Add to Section 15-1.03A General*

Existing utilities, but not limited to, asphalt surfacing, curb and gutter, utility boxes, guy wires, electrical piles etc. shall be protected in place.

The **CONTRACTOR** will be responsible for protecting the utilities in place as called out on the plans, these Special Provisions, and as required by utility owners; including providing and designing systems of support for utilities located within the trench excavation and also the arrangements with utility owners for adjustment or relocation of utility facilities to match lines and grades of finished work. The methods for supporting utility poles, if needed, must conform to the requirements of the owner for each utility affected. It is the responsibility of the **CONTRACTOR** to determine what these requirements are prior to submitting their bid on the project.

**Reset Boulders** - This work shall consist of removal and reinstallation of existing boulders as determined by the **ENGINEER**.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in removal and reinstallation of boulders shall be considered as included in various items of work for "**Reset Boulders**" and no additional compensation will be allowed therefor.

AA

## DIVISION III EARTHWORK AND LANDSCAPE

### 17 GENERAL

#### *Add to section 17-2.01*

Do not sell or give away materials from improvements to the general public at the job site. **CONTRACTOR** may sell materials to duly licensed contractors and material vendors provided that materials are removed from the job site.

Any trash, or debris/construction debris found in the **DISTRICT** and **CITY** right of way shall be removed and disposed of outside the **DISTRICT** and **CITY** right of way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," Section 14-11, and "Hazardous Waste and Contamination," of the Standard Specifications.

Nothing herein shall be construed as relieving the **CONTRACTOR** of his responsibility for final cleanup as provided in Section 4-1.13, "Cleanup," of the Standard Specifications.

The **CONTRACTOR** shall remove temporary flagging, fencing and/or barriers from the project site and vicinity of areas upon completion of the project activities.

## 19 EARTHWORK

### *Add to Section 19-2.01A General*

Excavation bid items shall include excavating, removing, hauling, and disposal of all excess material encountered except materials included in "Excavation" and "Finishing Roadway", and is mainly intended to include excavation of aggregate and subgrade materials as needed for fence and rock installation.

The material to be removed may include, but is not limited to, aggregate base course, earth, hardpan, silt, clay, sand, gravel, cemented sand and gravel, large rocks, boulders, adobe, detached pieces of stones and concrete, rock fills, existing fills of miscellaneous debris and rubbish, concrete, metal, and other unsuitable materials.

Where it becomes necessary to excavate beyond the normal lines of excavation in order to remove boulders or other interfering objects, the voids remaining after the removal of such boulders or interfering objects shall be backfilled with material equal to or better than native, or otherwise approved by the **ENGINEER**, or his authorized representative. If, during the progress of excavation, material is encountered which, in the opinion of the **ENGINEER**, or his authorized representative, is unsuitable for subgrade for the structure to be constructed thereon, the **ENGINEER**, or his authorized representative shall direct the **CONTRACTOR** to excavate beyond the pay limits shown per plans.

Existing grade conditions vary with slopes of approximately 26% to -16% with uneven surface elevations throughout, consisting of rock with clay sand. Contractor to field verify before excavation activities. Excavation of proposed finished surface to be referenced from existing top of curb. Use best management practices when excavating near visible or marked utilities. The contractor shall be responsible for any damage to existing utilities during excavation activities.

All earthwork quantities are as measured in place based on design and survey in-place quantities. No factors are applied for swell or shrinkage due to excavation, compaction or other causes. The **CONTRACTOR** must adjust unit prices to account for swell and shrinkage.

**Reset Boulders** - This work shall consist of removal and reinstallation of existing boulders as determined by the **ENGINEER**.

*Replace the 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> paragraphs of section 19-2.03B with*

Dispose of surplus material.

### *Add to Section 19-2.03B Surplus Material*

Surplus excavated material and material that has been determined unsuitable for base material must be exported, and disposed outside of **DISTRICT** right-of-way. Surplus excavated material shall include dirt, rock, silt, sediment, deleterious matter, material unsuitable for backfill, and all other surplus earthen material except for those materials addressed by other Sections in these Special Provisions.

The **CONTRACTOR** must apply water to control dust that may be engendered by stockpiling, handling, or transporting surplus dirt.

***Add to Section 19-2.04 Payment***

Full compensation for conforming to disposal of surplus excavated material shall include furnishing all labor, water, hauling, materials, tools, equipment, incidentals, work involved in obtaining and complying with the requirements plans, standard specifications, special provisions, and for completing the work, shall be considered as included in the various contract items and no additional compensation will be allowed therefor.

Full compensation for excavation involved in the construction of the project (except as set forth elsewhere in these Special Provisions), as required to construct all improvements as shown on the plans, furnishing all labor, tools, materials, equipment, and incidentals required to complete the work as shown on the plans and as described herein shall be considered as included in the contract price paid cubic yard for "**Excavation**" and no additional compensation will be allowed therefor.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in removal and reinstallation of boulders shall be considered as included in various items of work for "**Reset Boulders**" and no additional compensation will be allowed therefor.

## 20 LANDSCAPE

### ***Add to Section 20-1.01A General or 20-1.03 Construction***

Landscape shall consist of  $\frac{3}{4}$ " brown, angular gravel. Materials and placement of  $\frac{3}{4}$ " brown, angular gravel shall conform to the provisions in Section 20, "Landscape," of the Standard Specifications, and these special provisions.  $\frac{3}{4}$ " rock shall be placed over weed control fabric on smooth surface at a 4" depth.

Control weeds by use of weed control fabric. Non-woven Geosynthetic Weed Control Fabric must be permeable and be installed per manufacturer's recommendations.

### ***Add to Section 20-1.04 Payment***

The contract unit price paid cubic yards for "Place  $\frac{3}{4}$ " Dark Brown Decorative Rock" Over native soil shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing  $\frac{3}{4}$ " Dark Brown Decorative Rock, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the **ENGINEER**.

The contract price paid per square yard for "Non-woven Geosynthetic Weed Control Fabric" or approved equal, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing Weed Control Fabric, or approved equal, as shown on the plans as specified in the Standard Specifications and these special provisions, and as directed by the **ENGINEER**.

AA

## **22 FINISHING ROADWAY**

### ***Add to Section 22-1.01 General***

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.

Finishing roadway shall consist of the work necessary to accomplish final cleanup. Such cleanup shall involve the entire project, including intersecting streets and driveways, and all adjacent or nearby properties affected by the project or occupied by the Contractor during performance of work.

### ***Add to Section 22-1.04 Payment***

The contract lump sum price paid for "Finishing Roadway" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in finishing the entire project, including areas disturbed by the Contractor's operations, all as shown on the plans, and specified in these specifications and the special provisions, and as directed by the Engineer.

## 80 FENCES

### *Add to Section 80-2*

This work shall consist of furnishing and installing "Install 2-Rail White Vinyl Trail Fence", including concrete post footings, at locations as depicted on the plans and shall conform to the provisions in Section 80, "Fences", of Standard Specifications and these Special Provisions.

Concrete for use in 2-Rail White Vinyl Trail Fence post footings must be produced from commercial quality aggregates and must contain not less than 470 pounds of cement per cubic yard.

Installation of 2-Rail White Vinyl Trail Fence shall conform to City of Torco Standard Drawing No. 706, PVC Equestrian Trail Fencing Detail using standard footing detail and details shown on plans and specifications.

**CONTRACTOR** is responsible for any minor grading associated with installation of 2-Rail White Vinyl Trail Fence.

### *Add to Section 80-2.03 Construction*

Posts shall have a 5" square post caps. Fence is to be installed 4', or as directed by the **ENGINEER**, from curb, within permissible parkway. Fence shall be installed with a minimum 10' fence setback, or as directed by the **ENGINEER**, from end of curve at all intersections.

The exact location for constructing fence(s) are as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the **ENGINEER**. Fence break/gap may be required to avoid existing utilities.

### *Add to Section 80-2.04 Payment*

The contract price paid linear feet for "Install 2-Rail White Vinyl Trail Fence" shall be considered full compensation for providing and installation of the 2-Rail White Vinyl fence, concrete for posts, solvent, reinforcement, fabrication, hardware, and also including all labor, materials, equipment and incidentals, and doing all work required to install the 2-Rail White Vinyl Fence, complete in place, in accordance with the plans, the Standard Specifications, these Special Provisions and as directed by the **ENGINEER**, or his authorized representative, and no additional compensation will be allowed therefor.

AA

## DIVISION IX TRAFFIC CONTROL DEVICES

AA

### 82 SIGNS AND MARKERS

#### *Add to Section 82-3.04 Payment*

Roadside signs shall be installed at the locations shown on the plans or where directed by the Engineer, and shall conform to the provisions in Section 82-3, "Roadside Signs", of the Standard Specifications and these Special Provisions.

Metal posts shall be furnished and installed as shown on County Standard Drawing 303b (with the exception of post for street name markers). Anchor sleeves shall be driven into the ground to the depth shown on the aforementioned Standard Drawing. Driving equipment that damages the anchor sleeves shall not be used.

Reset Roadside Sign work shall consist of the relocation of existing roadside signs to maintain communication to public traffic that has existed prior to new construction, and replacement of components of signing facilities consistent with this intent, and shall conform to the provisions of Section 15, "Existing Facilities," Section 82-3, "Roadside Signs," and Section 82-9, "Existing Roadside Signs and Markers," of the Standard Specifications and these Special Provisions.

Relocated signs shall be installed in accordance with the horizontal and vertical dimensions specified on County Standard Plan 303a, 303b and shall be reset on the same day as removal.

The intent is that signs will be relocated as units, including posts and hardware. Should the posts, hardware, or sign panels be determined, by the Engineer, to be unsuitable the following shall apply:

1. Sign panels will be furnished by the District and installed by the Contractor at no additional cost to the District.
2. Hardware, such as back braces, nuts, bolts, etc. shall be furnished by the Contractor, as incidental to the proposed relocation and no additional payment will be made therefor.
3. If existing posts are determined, by the Engineer, to be unusable; new posts meeting the Engineer's specifications shall be furnished and installed by the Contractor. Compensation therefor will be calculated by the Engineer at force account, and added to the payments for **Reset Roadside Sign**, at a proportionate rate.
4. Installation of new sign panels (District furnished) onto existing posts or old sign panels onto new posts shall be considered as incidental to the preservation of public safety and convenience, and no payment beyond that calculated by the Engineer for **Reset Roadside Sign** will be made therefor.

The Engineer will determine final location for roadside signs. Any interim, or temporary, positioning of signs necessary to conduct construction without exposing the public to danger or

liability, shall be considered to be incidental to the Contractor's operations, and will not be separately compensated.

The contract unit price paid for each "**Reset Roadside Sign**" shall include, subject to the aforesaid exceptions, furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work to relocate existing roadside signs (including but not limited to – stop signs, street name signs, regulatory signs, and bus signs) as necessary for safe construction of the project, and payments therefor will be made in accordance with units counted and documented by the Engineer.

NOT FOR BID

AA

## DIVISION XI MATERIALS

AA

### 96 GEOSYNTHETICS

#### *Add to Section 96-1.01A General*

Non-woven Geosynthetic Weed Control Fabric shall be installed at the locations shown on the plans or as directed by the Engineer, and shall conform to the provisions in Section 96-1, "Geosynthetics", of the Standard Specifications and these Special Provisions.

Control weeds by use of permeable, nonwoven, geosynthetic fabric made of polyester, polypropylene, or a combination. Use geosynthetic fabric with weight between 3 – 5 oz (light to medium weight) to maintain permeability. Fabric must be installed per manufacturer's specifications. Anchoring stakes shall be placed every 5 ft along edges of fabric.

**Delete section 96-1.01C**

**Delete section 96-1.01D**

#### *Add to Section 96-1.01A General*

The contract price paid per square yard for **Install Non-woven Geosynthetic Weed Control Fabric** shall be full compensation for furnishing all labor, materials (anchoring stakes), tools, equipment, and incidentals necessary for furnishing and installing Non-woven Geosynthetic Weed Control Fabric shall be considered as included in the contract price paid and no additional compensation will be allowed therefor.

*(Permits and Agreements  
(Brown Pages)*

*inserted here*

## ***LIST OF PERMITS AND AGREEMENTS (BROWN PAGES)***

### **ENVIRONMENTAL CLEARANCE AND PERMITS**

- Notice of Determination (NOD) in compliance with CEQA Section 15096(i)

### **CITY OF RIALTO PERMIT – to be obtained by Contractor**

- City of Rialto Permit Sample (for Temporary Traffic Control)

NOT FOR BID

# Notice of Determination

Filing in Compliance with §21108 or 21152 of the Public Resources Code

Receipt Number \_\_\_\_\_

To: ☐ Office of Planning and Research  
1400 Tenth Street, Room  
Sacramento, CA 95814

From: 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

State Clearinghouse Number 2020070213

## Project Description

Title: **Cactus Trail (F01669)**

**Project Location:** West side of Cactus Avenue between Rialto Avenue and Baseline Road, Rialto, CA.

**Project Description:** Adopt Resolution making responsible agency findings pursuant to the California Environmental Quality Act regarding the project consisting of installing approximately 7,400 lineal feet of trail fence (may be wood or PVC rail) within the 8' parkway adjacent to an existing pedestrian/bicycle trail. The project also includes placing ¾" decorative rock within the 8' wide parkway for an approximate total coverage area of 1.36 acres.

The trail fence installation and rock placement are part of the Cactus Trail Improvement Project in the City of Rialto, consisting of an existing 12'-wide impermeable path (pedestrian/bicycle trail). A trail fence will be installed on center within the 8' pervious parkway beginning near Baseline Road (northern boundary) towards Rialto Avenue (southern boundary). The parkway is bounded by the Rialto Channel and the pedestrian walkway to the west and by Cactus Avenue to the east. Trail fence material will be of either wood or vinyl with either two or three rails; the fence will have a height of 42". Project landscaping of the 8' parkway will include ¾" decorative rock at a 4" thickness along the entire trail fence installation.

Anthony Pham, P.E.

Lead Agency Contact Person

(909) 277-8109

## Applicant

San Bernardino County Flood Control District

825 E. Third Street, Room 123

Address

San Bernardino, CA 92415-0835

(909) 381-8109

Phone

## Representative

Nancy Sansonetti, AICP, Supervising Planner

Name

Same as Applicant

Address

Same as Applicant

Phone

This is to advise that the San Bernardino County Flood Control District has approved the above-described

☐ Lead Agency ☒ Responsible Agency

Project on \_\_\_\_\_ and has made the following determinations regarding the above-described project: \_\_\_\_\_ Date

1. The project [☐ will ☐ will not] have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.  
☐ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☐ were ☐ were not] made a condition of the approval of the project.
4. Mitigation reporting or monitoring plan [☐ was ☐ was not] adopted for this project.
5. A statement of Overriding Considerations [☐ was ☐ was not] adopted for this project.
6. Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.

This is to certify that in compliance with CEQA Guidelines, Section 15096(i), the San Bernardino County Flood Control District finds that based upon the review of the mitigation measures contained within the Recirculated Draft Initial Study with Proposed Mitigated Negative Declaration for the Cactus Trail Improvements Project (SCH2020070213), certified by the City of Rialto in 2020, adequate mitigation has been provided to avoid direct and/or indirect environmental effects of the exchange of easements described herein.

Signature: Anthony Pham, P.E.

Chief, Environmental Mgmt. Div.

Title

2/22/2023

Date

Date received for filing at OPR: \_\_\_\_\_



*Standard and Special Drawings  
(Green Pages)*

*inserted here*

## **LIST OF STANDARD AND SPECIAL DRAWINGS (GREEN PAGES)**

Notice to Residents (English/Spanish)  
Project Vicinity Map  
Project Location Map  
Trail Fence and Rock Plans

### **SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**

303a Street Marker  
303b Street Marker Post Installation

### **CITY of NORCO STANDARD DRAWING**

706 PVC Equestrian Trail Fencing Detail

### **CalTrans Standard Plan 2018**

T9 Traffic Control System Tables for Lane and Ramp Closures  
T11 Traffic Control System for Lane Closure on Multilane Conventional Highways  
T13 Traffic Control System for Lane Closure on Two Lane Conventional Highways  
T30 Temporary Pedestrian Access Routes Typical Sidewalk Closure and Pedestrian Detour  
T32 Temporary Pedestrian Access Routes Typical Sidewalk/Crosswalk Closure and Pedestrian Detour

### **California MUTCD 2014**

Chapter 3B Pavement and Curb Markings  
Chapter 6D Pedestrian and Worker Safety  
Chapter 6H Typical Applications



## **NOTICE TO THE RESIDENTS CLOSE TO OR NEARBY RIALTO CHANNEL TRAIL FENCE AND ROCK INSTALLATION**

The County of San Bernardino Department of Public Works has contracted with \_\_\_\_\_ (Company Name) for the installation of fence and rock near the N. Cactus Avenue trail in the Rialto area. The construction will include the installation of fence and decorative rock on a permeable parkway from W. Rialto Avenue to W. Baseline Road.

This work will be performed between the dates of \_\_\_\_\_ (Start Date) and \_\_\_\_\_ (End Date). Normal working hours will be between the hour of \_\_\_\_\_ A.M. and \_\_\_\_\_ P.M. Monday through Friday.

There will be temporary sidewalk and/or lane closure notices 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:

Adhere to all posted signage for your safety.

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 CERCA NO DE RIALTO CHANNEL TRAIL FENCE AND ROCK INSTALLATION

El Condado de San Bernardino, Departamento de Obras Públicas, a contratado con \_\_\_\_\_ (Company Name) para la instalación de cerco y piedra sobre la banqueta en la calle North Cactus Avenue en la ciudad de Rialto. La construcción va a incluir: instalación de un cerco y piedra a un lado del camino de peatones/bicicletas.

Este trabajo será hecho entre la fecha de \_\_\_\_\_ (Start Date) y \_\_\_\_\_ (End Date). Los horarios de trabajo serán entre las \_\_\_\_\_ de la mañana and \_\_\_\_\_ de la tarde de lunes a viernes.

Habrà letreros indicando el cierre de banqueta y/o carril y el horario cuando el trabajo será hecho. Durante el tiempo que estaremos trabajando en la banqueta, acceso al público será limitado y por esta razón pedimos lo siguiente:

1. Por su seguridad obedecer señalización de construcción.

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

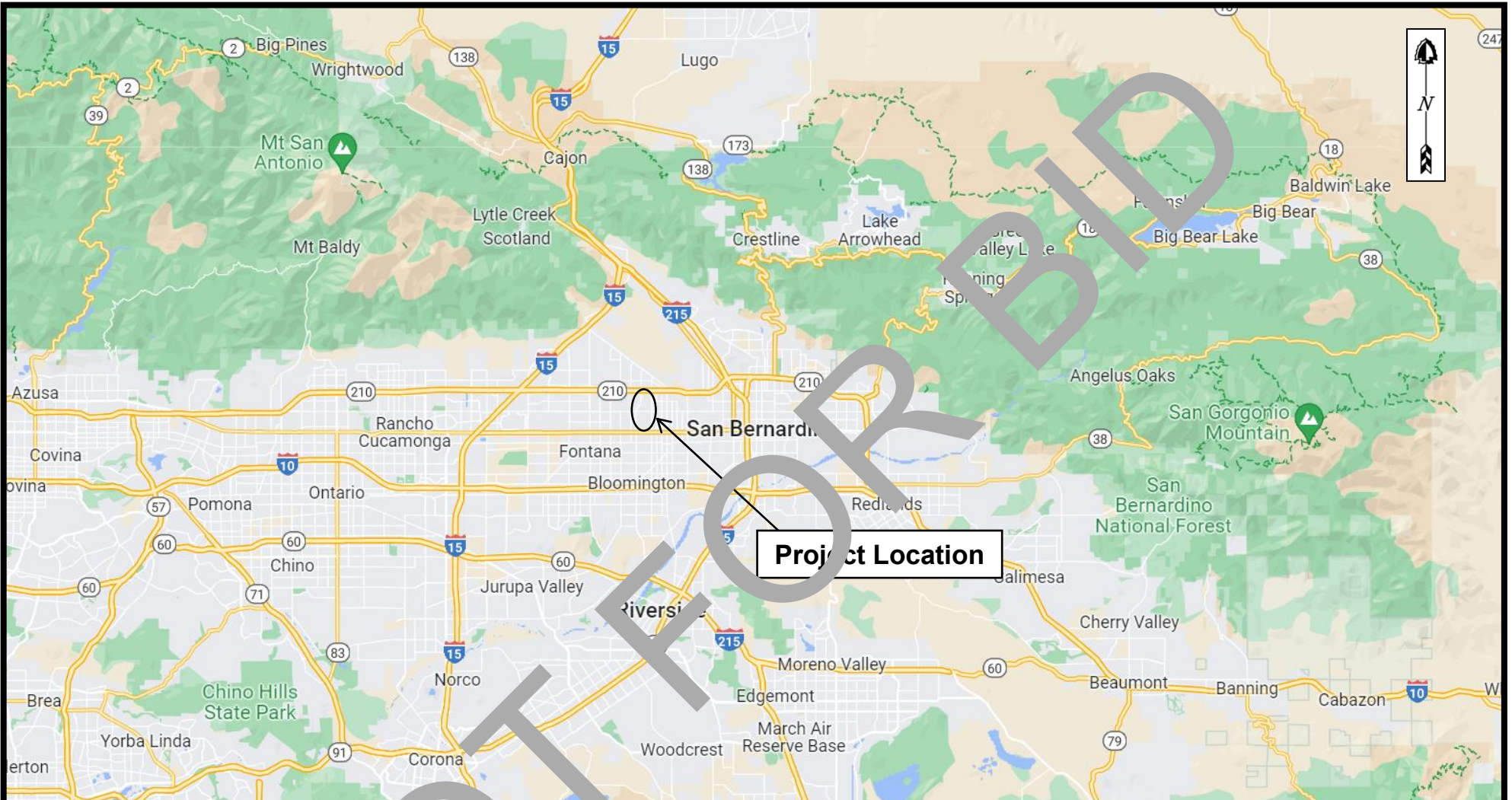
**Muchas Gracias.**

**(Company name)**

**(Company contact name)**

**(Company phone number)**

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



## VICINITY MAP

San Bernardino County  
Flood Control District  
Zone 2

Lat.: 34.101436 Long.: - 117.383625

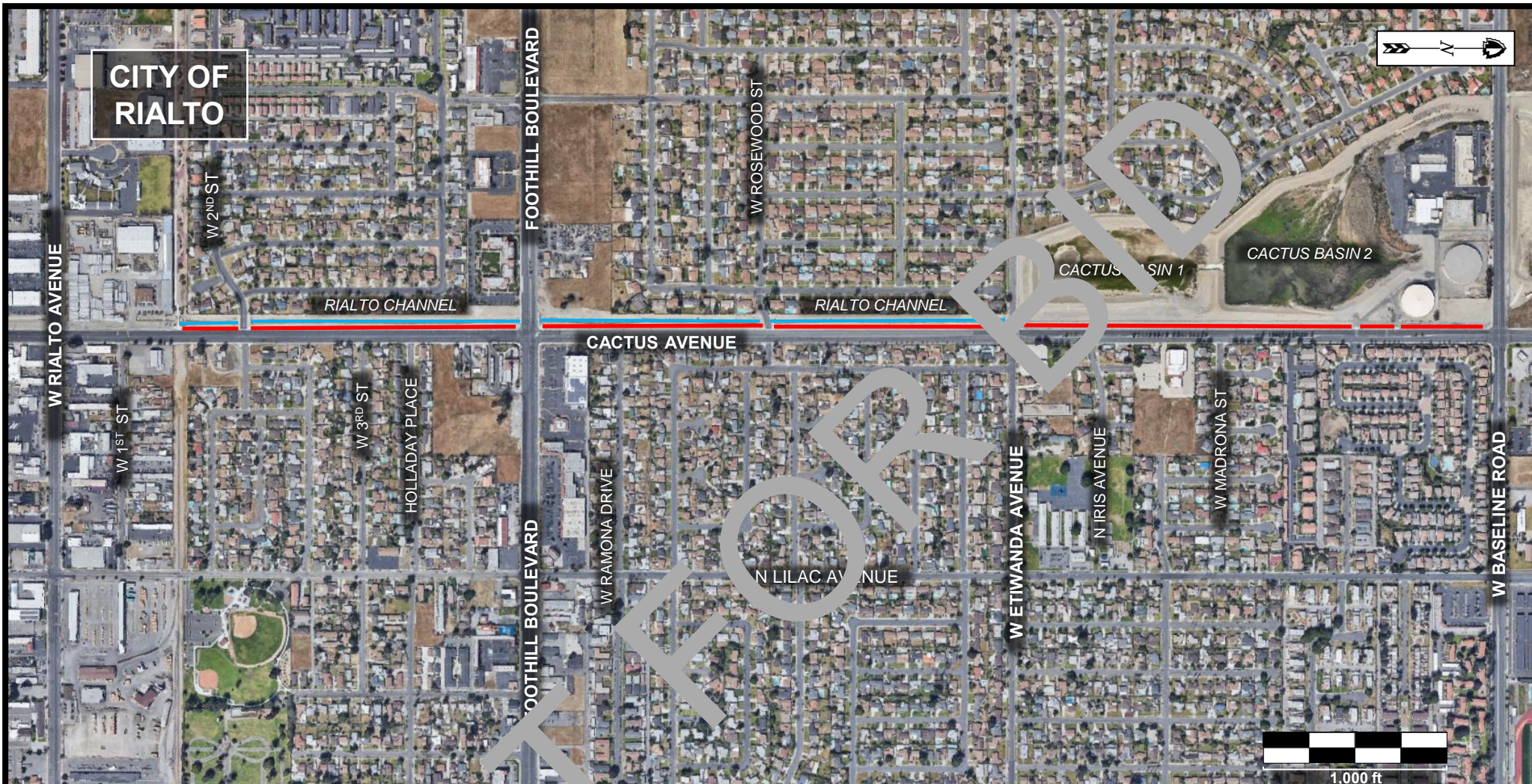


Work Order: F02858

## SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

### RIALTO CHANNEL TRAIL FENCE AND ROCK INSTALLATION PROJECT

WEST OF CACTUS AVENUE  
BETWEEN  
W RIALTO AVENUE AND W BASELINE ROAD



**Location Map**

**Legend:**

- Trail Fence and Rock Installation, Approximately 7,400 linear feet
- Rialto Channel



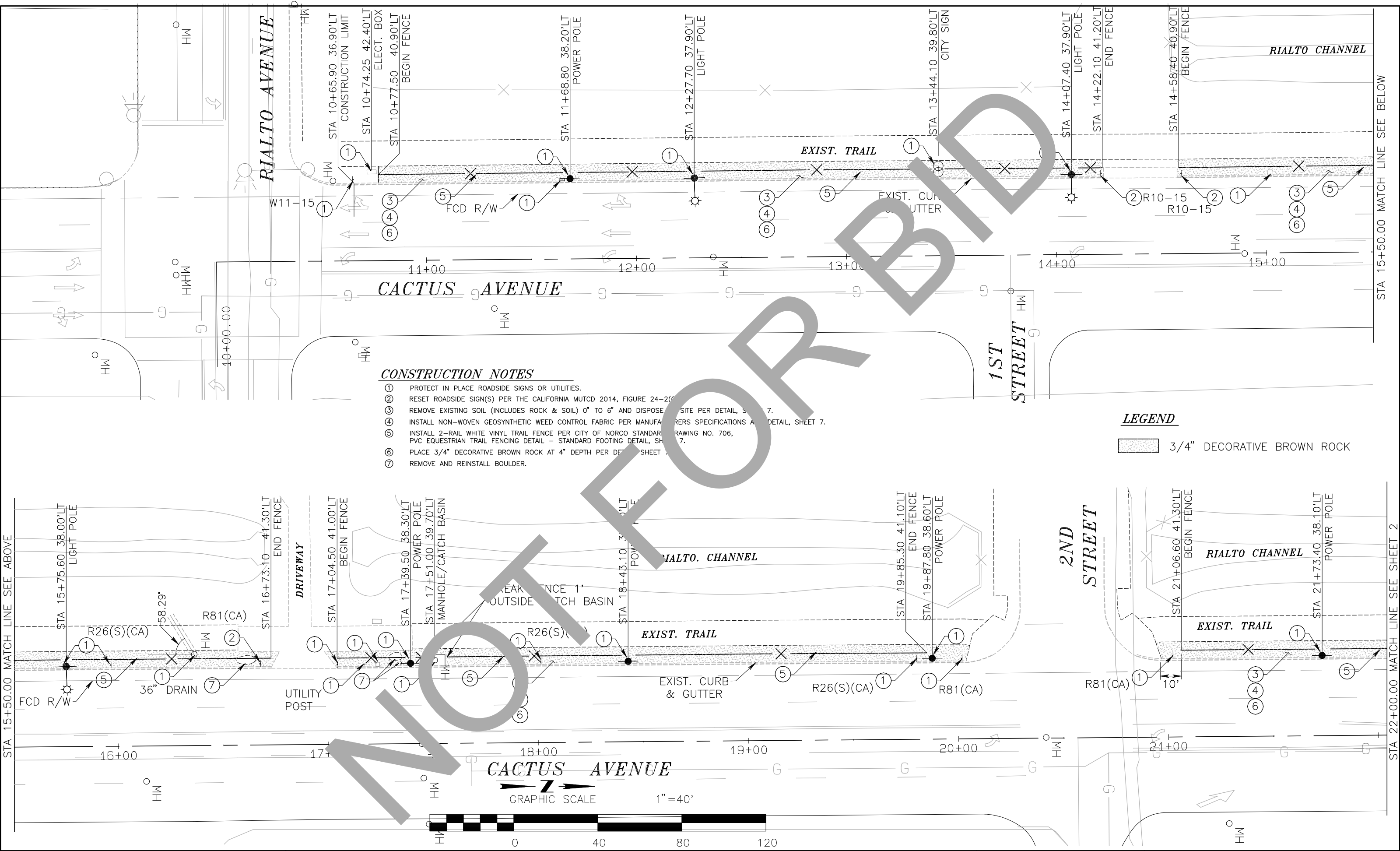
**Work Order: F02858**

**SAN BERNARDINO COUNTY  
FLOOD CONTROL DISTRICT**

**RIALTO CHANNEL TRAIL FENCE AND  
ROCK INSTALLATION PROJECT**

**WEST OF CACTUS AVENUE  
BETWEEN  
W RIALTO AVENUE AND W BASELINE ROAD**

S:\F02058 - Rialto Channel Trail Fence & Rock Installation\Active (Design)\Sheets\Plan and Profile\Cactus Trail Plan Set.pro



**CONSTRUCTION NOTES**

- ① PROTECT IN PLACE ROADSIDE SIGNS OR UTILITIES.
- ② RESET ROADSIDE SIGN(S) PER THE CALIFORNIA MUTCD 2014, FIGURE 24-20.
- ③ REMOVE EXISTING SOIL (INCLUDES ROCK & SOIL) 0" TO 6" AND DISPOSE OF SITE PER DETAIL, SHEET 7.
- ④ INSTALL NON-WOVEN GEOSYNTHETIC WEED CONTROL FABRIC PER MANUFACTURERS SPECIFICATIONS AND DETAIL, SHEET 7.
- ⑤ INSTALL 2-RAIL WHITE VINYL TRAIL FENCE PER CITY OF NORCO STANDARD DRAWING NO. 706, PVC EQUESTRIAN TRAIL FENCING DETAIL - STANDARD FOOTING DETAIL, SHEET 7.
- ⑥ PLACE 3/4" DECORATIVE BROWN ROCK AT 4" DEPTH PER DETAIL, SHEET 7.
- ⑦ REMOVE AND REINSTALL BOULDER.

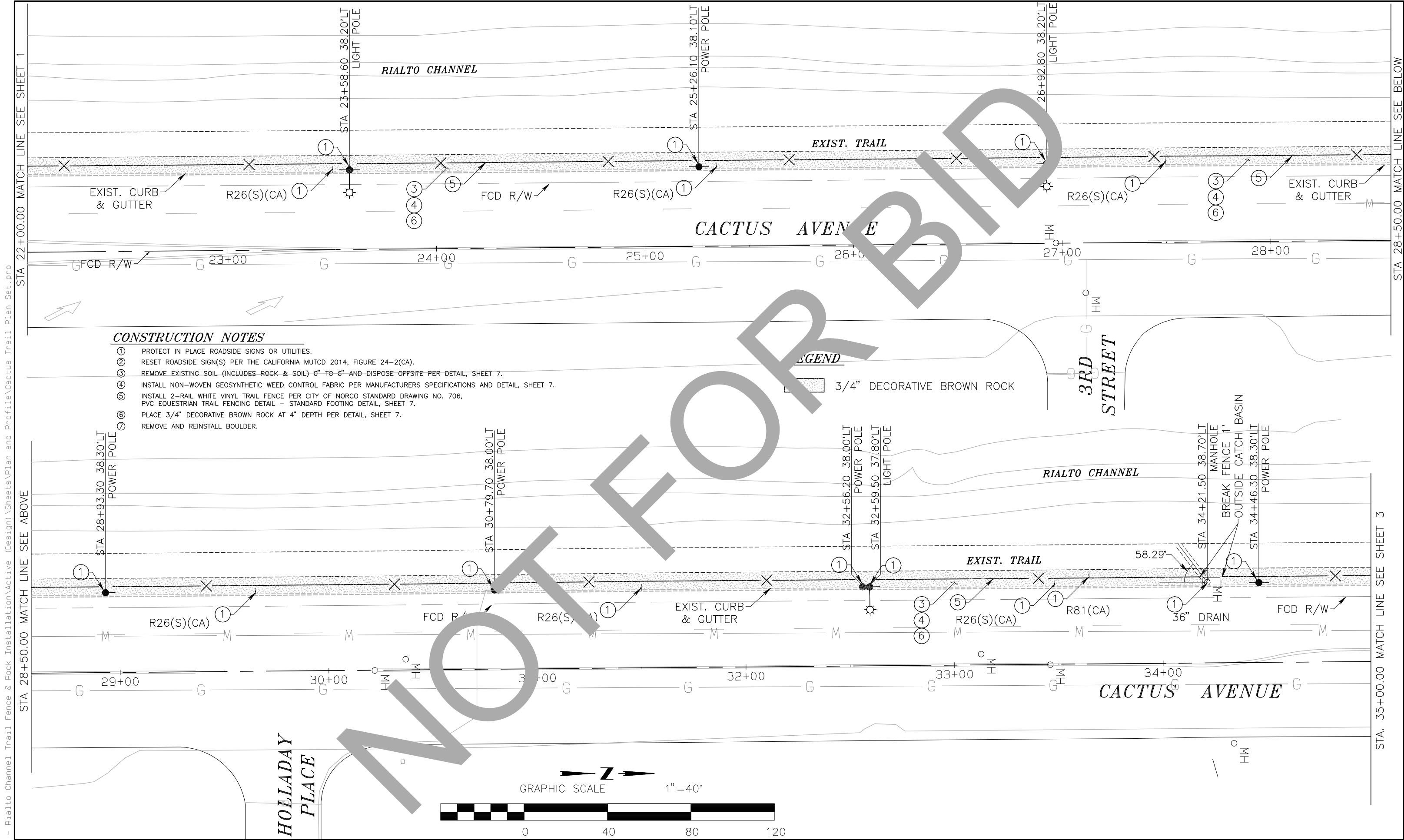
**LEGEND**

 3/4" DECORATIVE BROWN ROCK

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	
	DESIGN DIVISION

REVISIONS		
MARK	DATE	DESCRIPTION

<div>RIALTO CHANNEL</div>	SHEET  1 OF 9
<div>TRAIL FENCE &amp; ROCK PLAN</div>	
<div>STA 10+65.50 TO STA 22+00.00</div>	

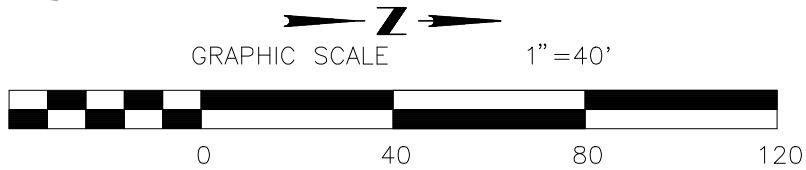


CONSTRUCTION NOTES

- 1 PROTECT IN PLACE ROADSIDE SIGNS OR UTILITIES.
- 2 RESET ROADSIDE SIGN(S) PER THE CALIFORNIA MUTCD 2014, FIGURE 24-2(CA).
- 3 REMOVE EXISTING SOIL (INCLUDES ROCK & SOIL) 0" TO 6" AND DISPOSE OFFSITE PER DETAIL, SHEET 7.
- 4 INSTALL NON-WOVEN GEOSYNTHETIC WEED CONTROL FABRIC PER MANUFACTURERS SPECIFICATIONS AND DETAIL, SHEET 7.
- 5 INSTALL 2-RAIL WHITE VINYL TRAIL FENCE PER CITY OF NORCO STANDARD DRAWING NO. 706, PVC EQUESTRIAN TRAIL FENCING DETAIL - STANDARD FOOTING DETAIL, SHEET 7.
- 6 PLACE 3/4" DECORATIVE BROWN ROCK AT 4" DEPTH PER DETAIL, SHEET 7.
- 7 REMOVE AND REINSTALL BOULDER.

LEGEND

3/4" DECORATIVE BROWN ROCK

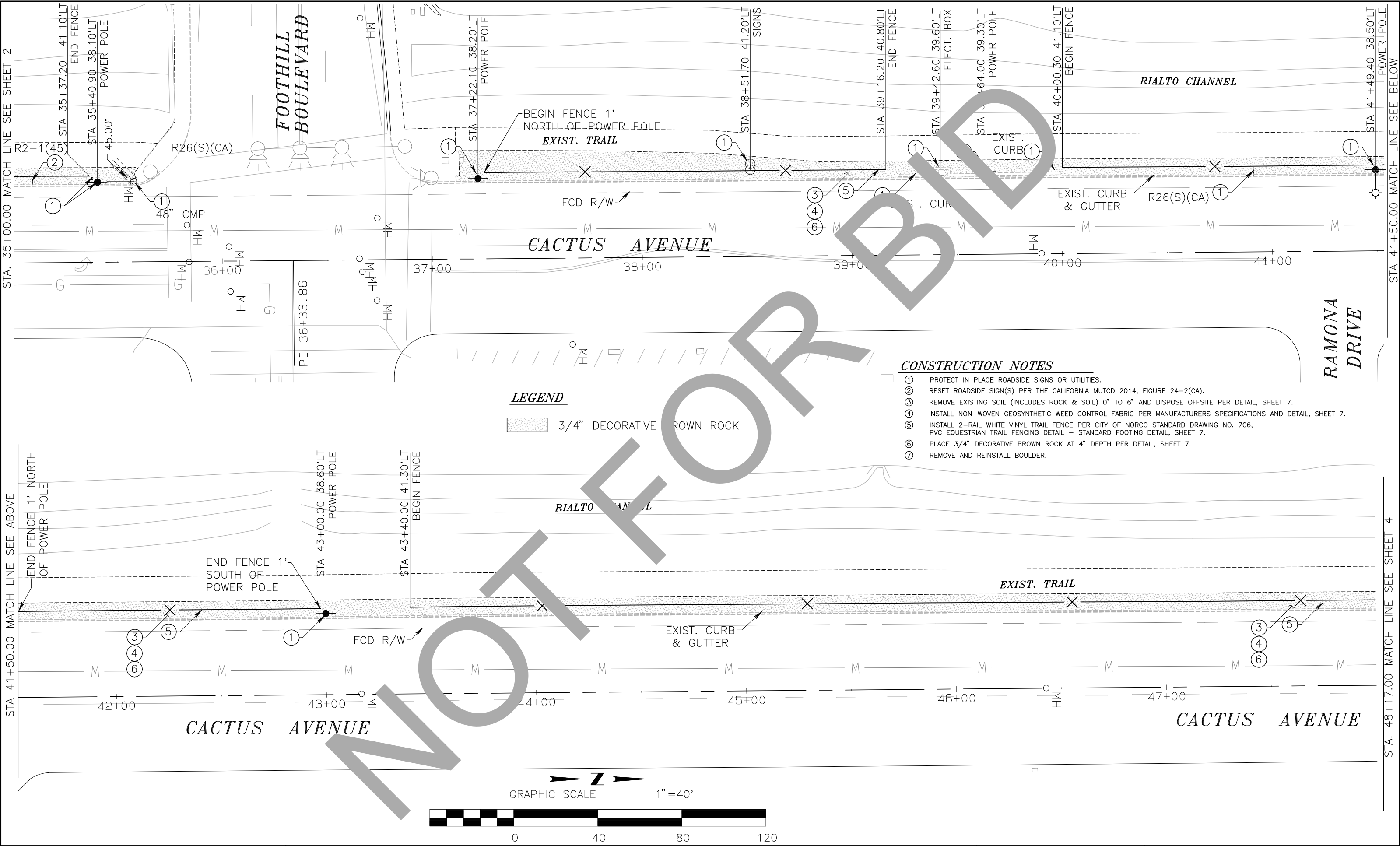


SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	
	DESIGN DIVISION

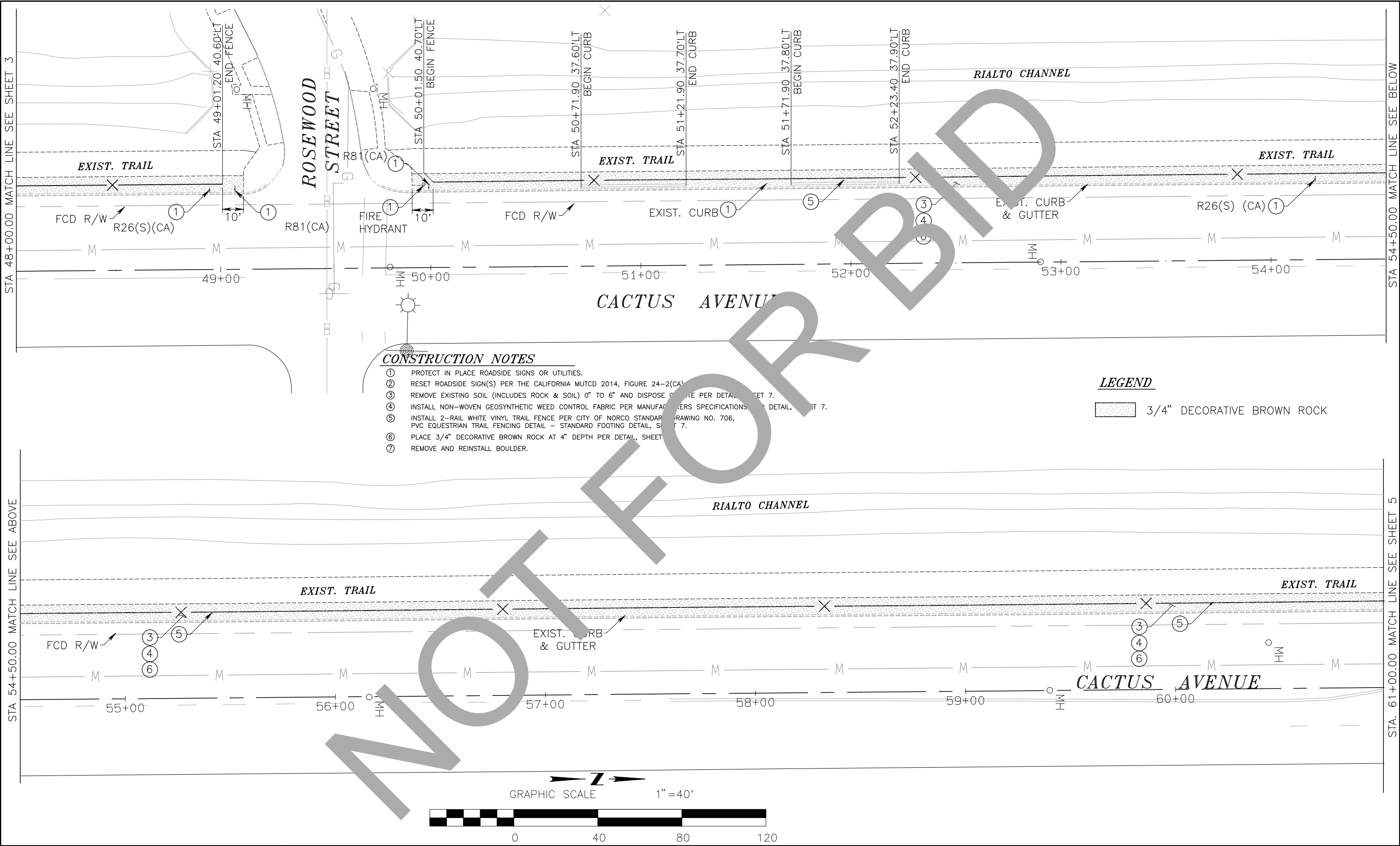
REVISIONS		
MARK	DATE	DESCRIPTION

RIALTO CHANNEL	
TRAIL FENCE & ROCK PLAN	
STA 22+00.00 TO STA 35+00.00	

SHEET
2 OF 9



SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT			REVISIONS				RIALTO CHANNEL		SHEET
	DESIGN DIVISION		MARK	DATE	DESCRIPTION	BY:	TRAIL FENCE & ROCK PLAN		3 OF 9
							STA 35+00.00 TO STA 48+00.00		

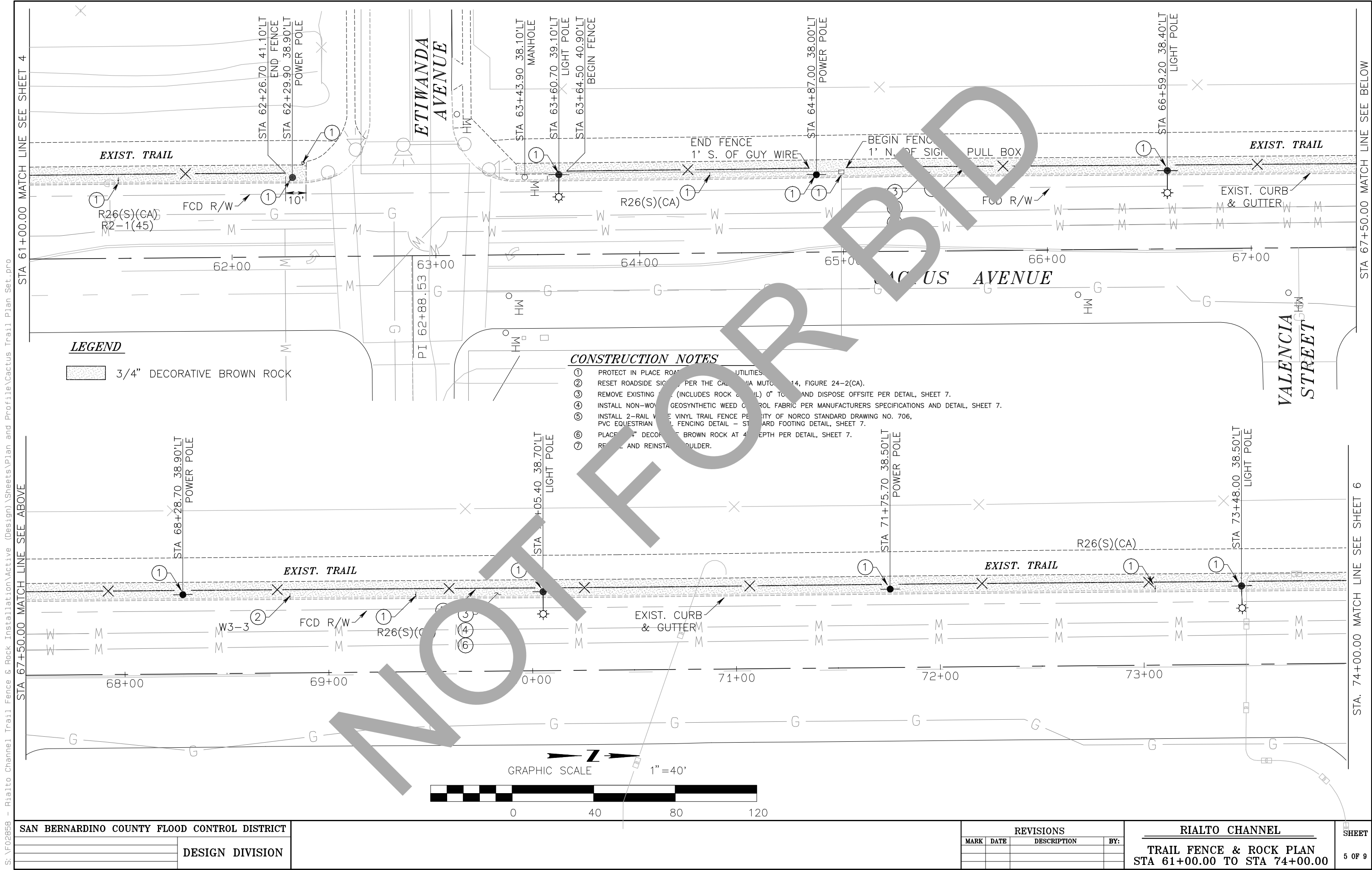


**CONSTRUCTION NOTES**

- ① PROTECT IN PLACE ROADSIDE SIGNS OR UTILITIES.
- ② RESET ROADSIDE SIGN(S) PER THE CALIFORNIA MUTCD 2014, FIGURE 24--2(CA).
- ③ REMOVE EXISTING SOIL (INCLUDES ROCK & SOIL) 0" TO 6" AND DISPOSE OF WASTE PER DETAIL, SHEET 7.
- ④ INSTALL NON-WOVEN GEOSYNTHETIC WEED CONTROL FABRIC PER MANUFACTURERS SPECIFICATIONS PER DETAIL, SHEET 7.
- ⑤ INSTALL 2-RAIL WHITE VINYL TRAIL FENCE PER CITY OF NORCO STANDARD DRAWING NO. 706, PVC EQUESTRIAN TRAIL FENCING DETAIL - STANDARD FOOTING DETAIL, SHEET 7.
- ⑥ PLACE 3/4" DECORATIVE BROWN ROCK AT 4" DEPTH PER DETAIL, SHEET 7.
- ⑦ REMOVE AND REINSTALL BOULDER.

**LEGEND**

3/4" DECORATIVE BROWN ROCK

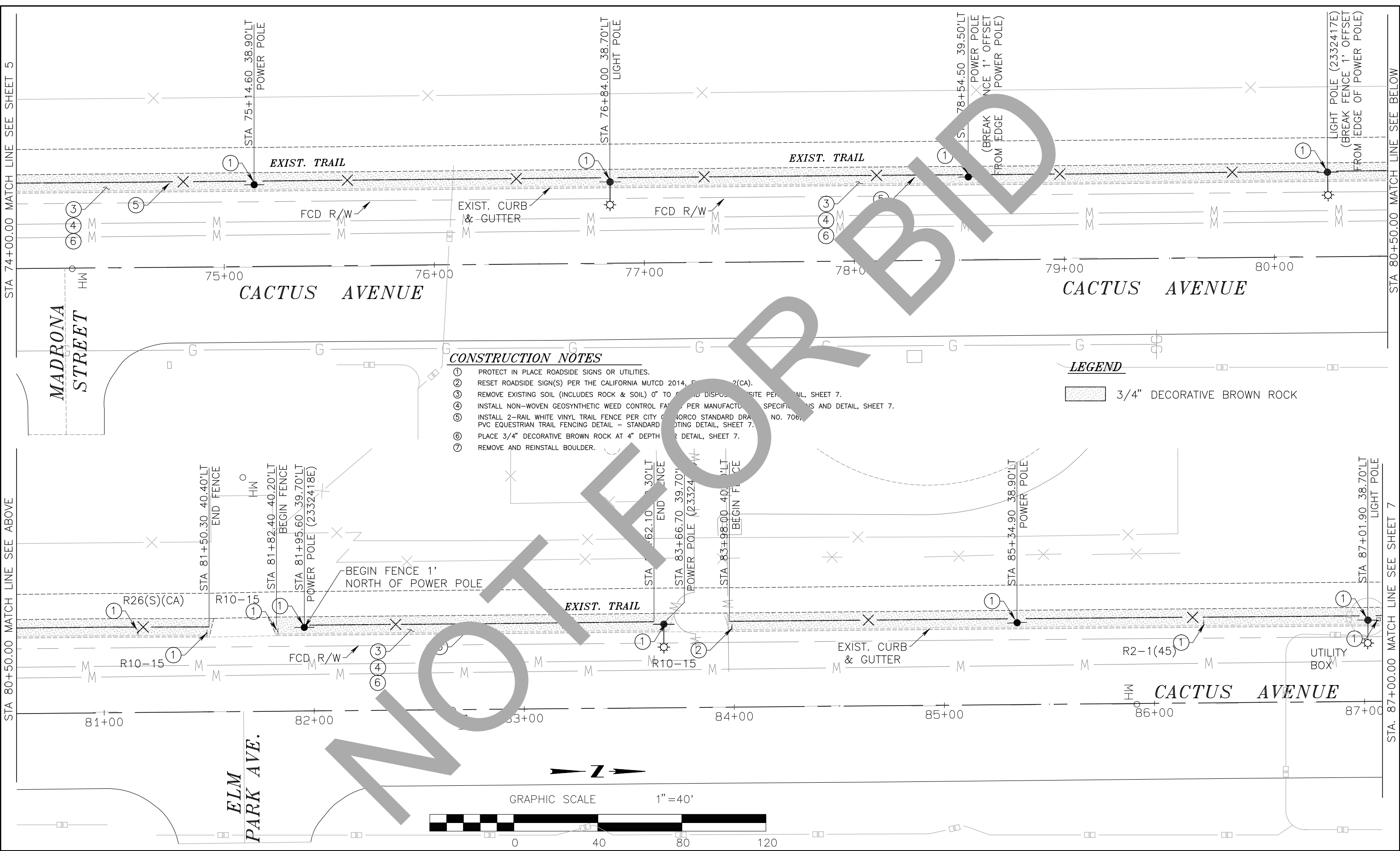


SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	
	DESIGN DIVISION

REVISIONS		
MARK	DATE	DESCRIPTION

RIALTO CHANNEL	
TRAIL FENCE & ROCK PLAN	
STA 61+00.00 TO STA 74+00.00	

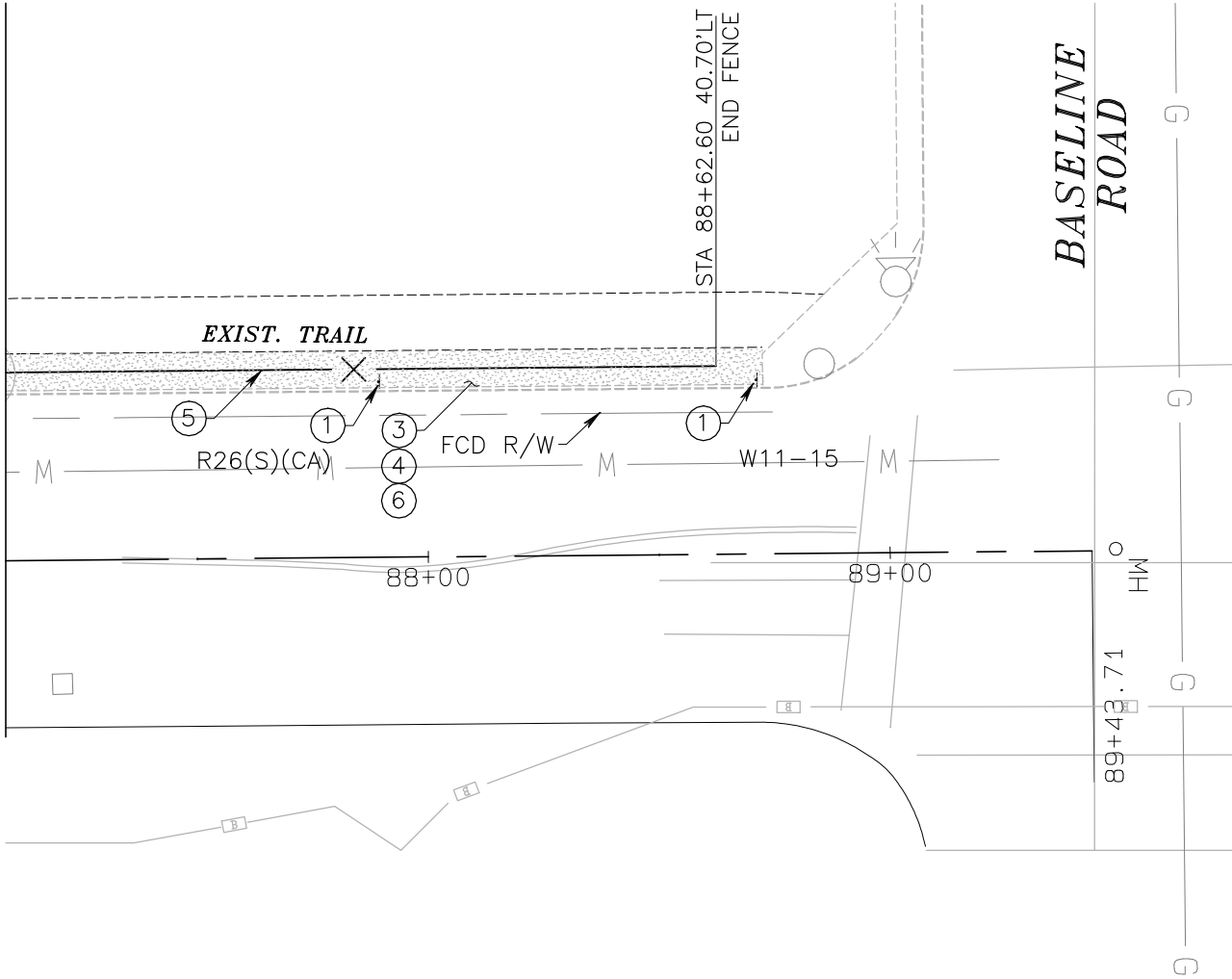
SHEET
5 OF 9



SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT			REVISIONS				RIALTO CHANNEL		SHEET  6 OF 9
	DESIGN DIVISION		MARK	DATE	DESCRIPTION	BY:	TRAIL FENCE & ROCK PLAN STA 74+00.00 TO STA 87+00.00		

S:\F020558 - Rialto Channel Trail Fence & Rock Installation\Active (Design)\Sheets\Plan and Profile\Cactus Trail Plan Set.pro

STA 87+00.00 MATCH LINE SEE SHEET 6

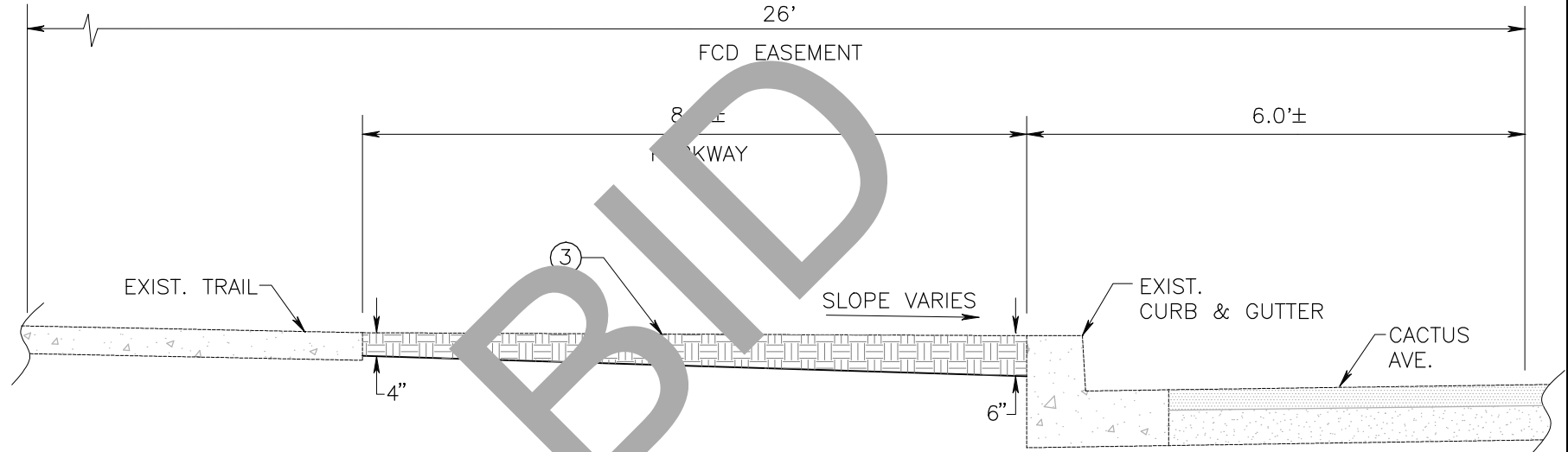
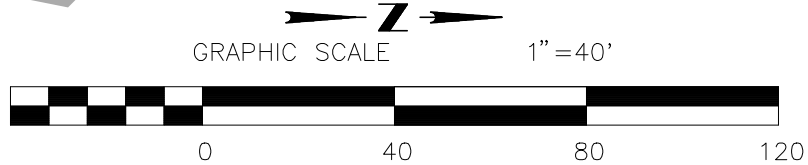


**CONSTRUCTION NOTES**

- ① PROTECT IN PLACE ROADSIDE SIGNS OR UTILITIES.
- ② RESET ROADSIDE SIGN(S) PER THE CALIFORNIA MUTCD 2014, FIGURE 24-2(CA).
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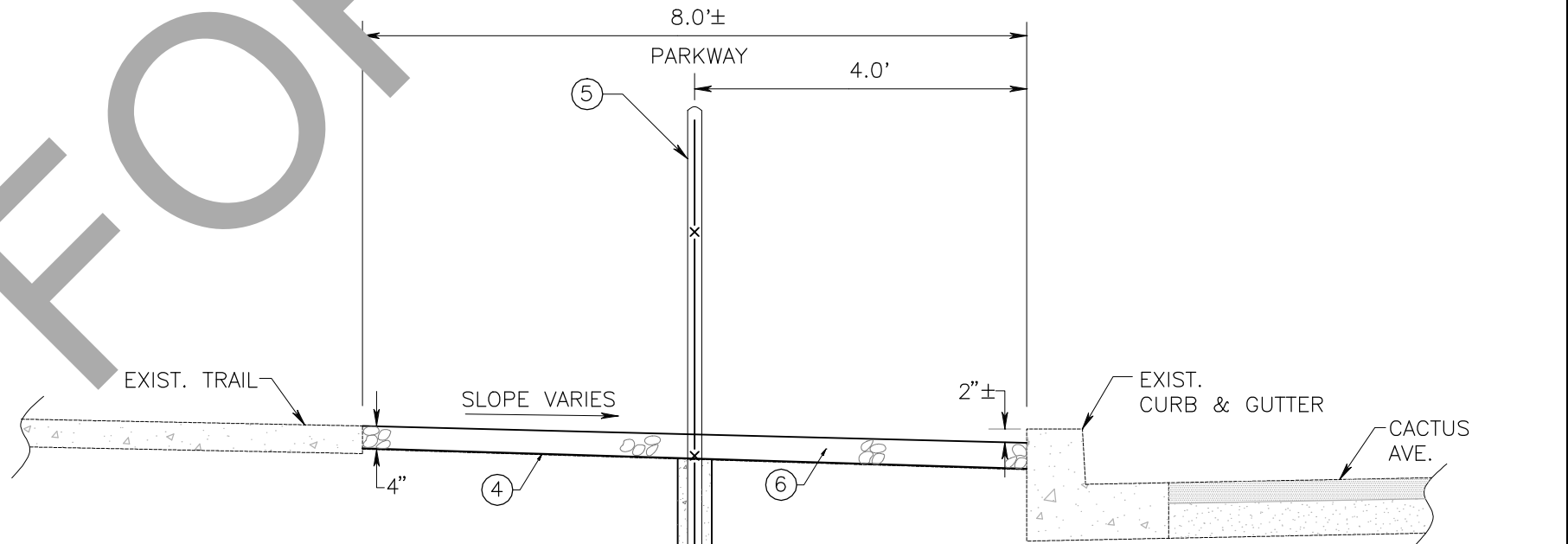
**LEGEND**

 3/4" DECORATIVE BROWN ROCK



**EXCAVATION DETAIL**

STA 65+00 TO STA 81+50  
STA 81+82 TO STA 88+62  
SCALE: 1" = 1'



**ROCK AND FENCE  
INSTALLATION DETAIL**

STA 65+00 TO STA 81+50  
STA 81+82 TO STA 88+62  
SCALE: 1" = 1'

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

DESIGN DIVISION

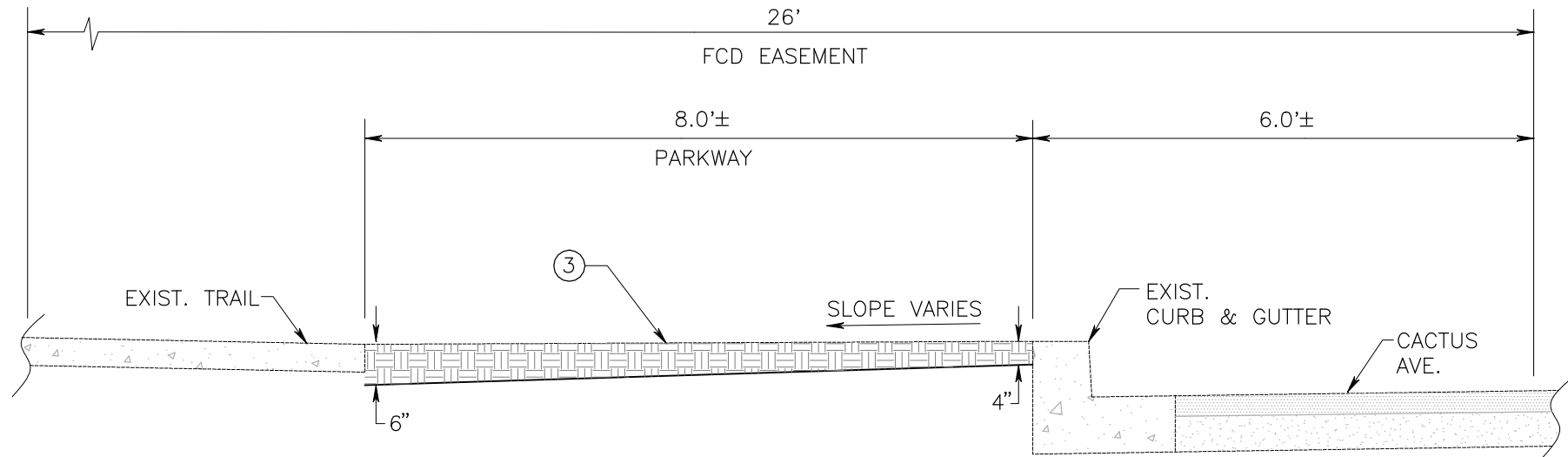
REVISIONS			
MARK	DATE	DESCRIPTION	BY:

**RIALTO CHANNEL**  
**TRAIL FENCE & ROCK PLAN**  
**STA 87+00.00 TO STA 88+62.60**

SHEET

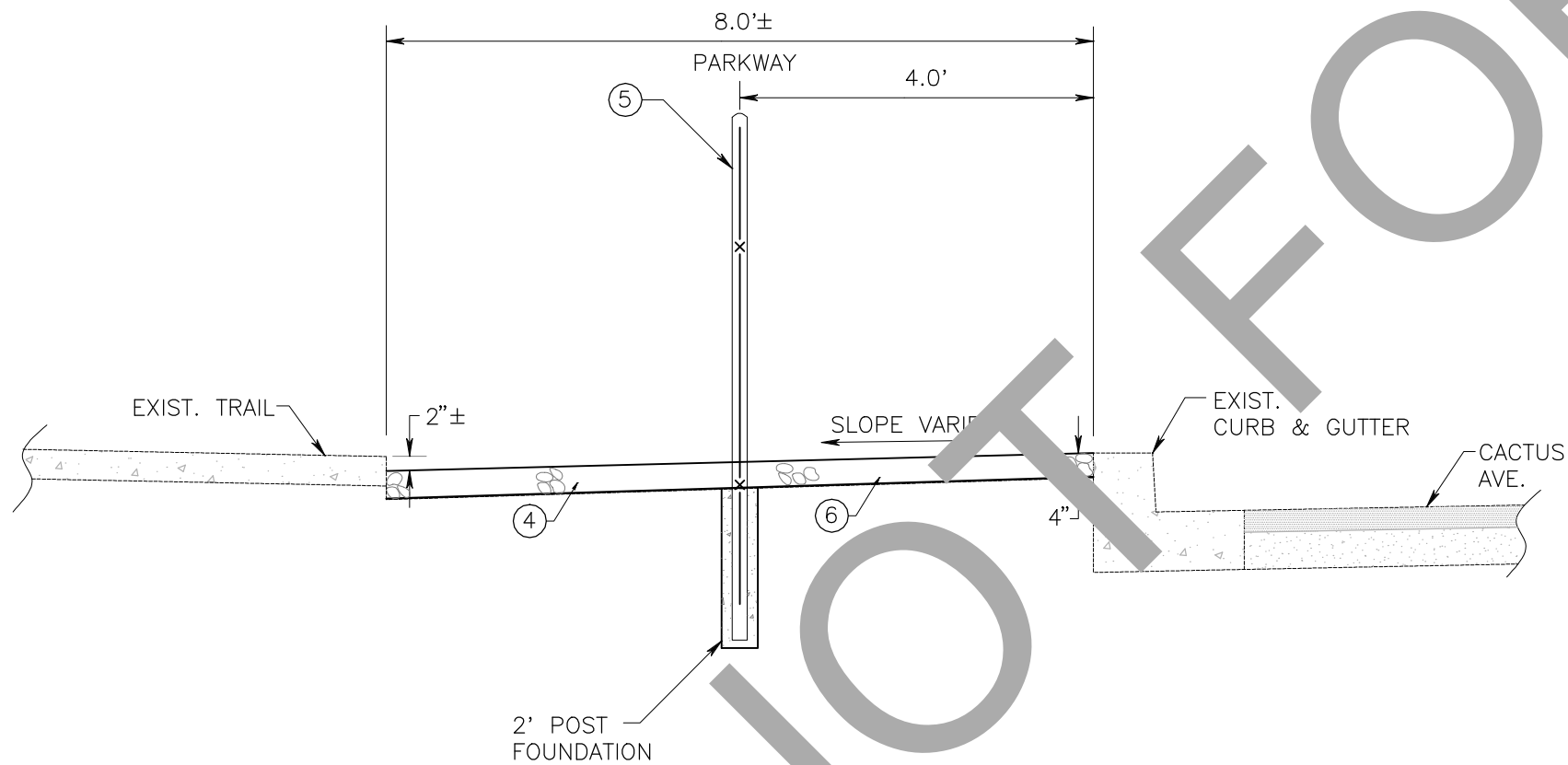
7 OF 9

S:\F020558 - Rialto Channel Trail Fence & Rock Installation\Active (Design)\Sheets\Plan and Profile\Cactus Trail Plan Set.pro



**EXCAVATION DETAIL**

STA 65+00 TO STA 81+50  
SCALE: 1" = 1'



**INSULATION**

STA 65+00 TO STA 81+50  
SCALE: 1" = 1'

**CONSTRUCTION NOTES**

- ① PROTECT IN PLACE ROADSIDE SIGNS OR UTILITIES.
- ② RESET ROADSIDE SIGN(S) PER THE CALIFORNIA MUTCD 2014, FIGURE 24-2(CA).
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- ⑥ PLACE 3/4" DECORATIVE BROWN ROCK AT 4" DEPTH PER DETAIL, SHEET 7.
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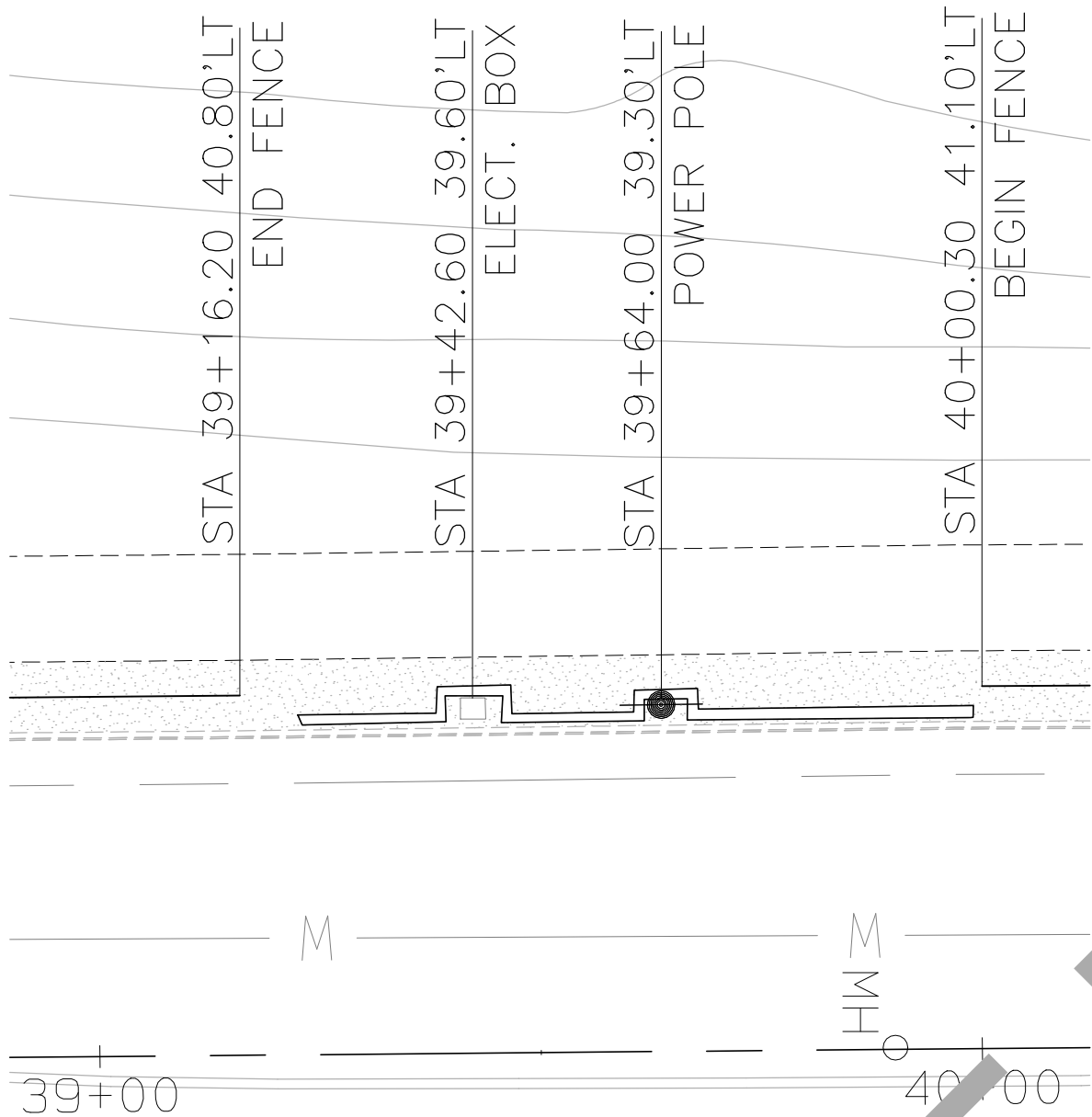
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	
	DESIGN DIVISION

REVISIONS			
MARK	DATE	DESCRIPTION	BY:

RIALTO CHANNEL	
EXCAVATION DETAIL, ROCK AND FENCE INSTALLATION DETAIL	

SHEET
8 OF 9

S:\F02058 - Rialto Channel Trail Fence & Rock Installation\Active (Design)\Sheets\Plan and Profile\Cactus Trail Plan Set.pro



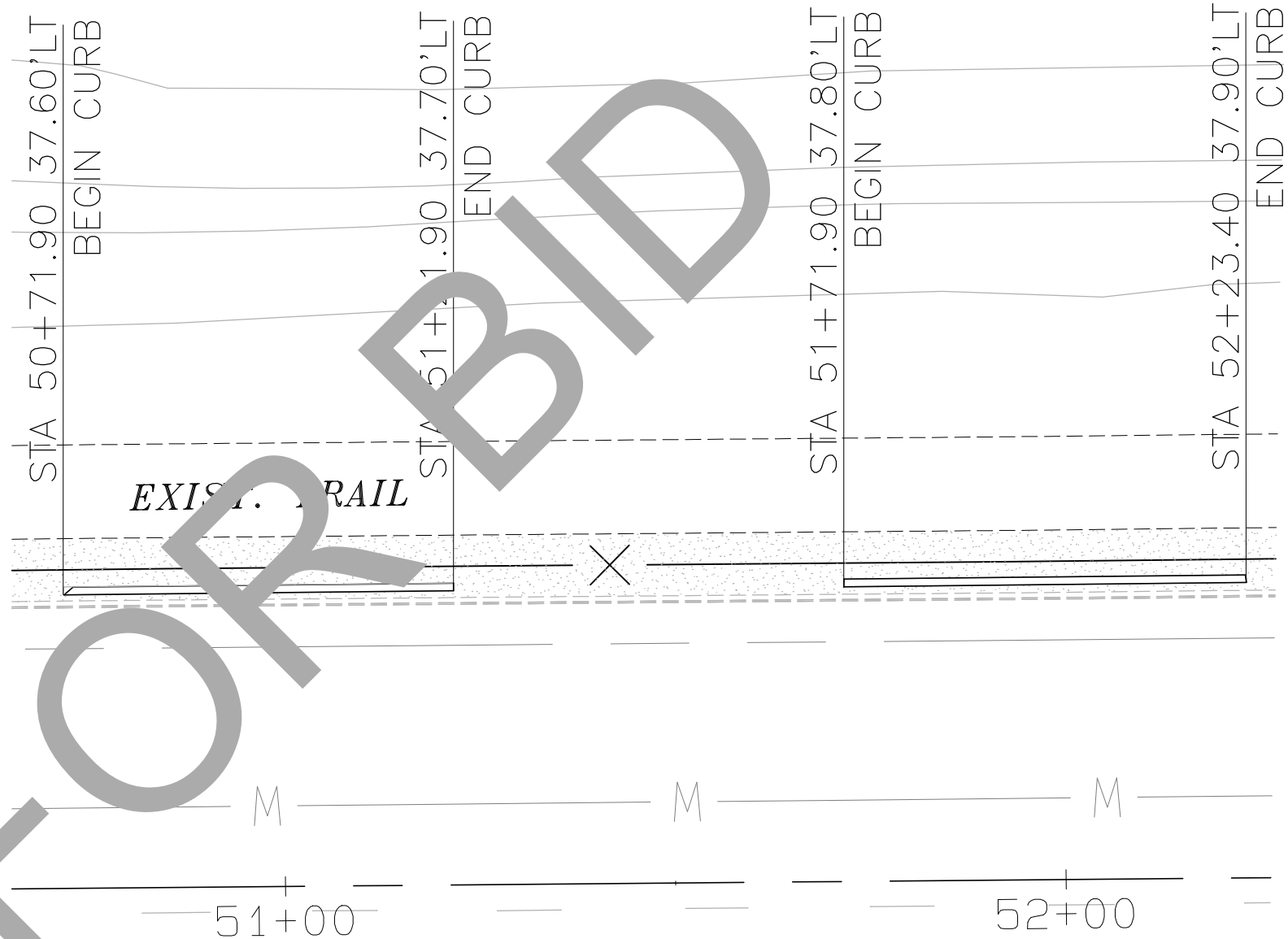
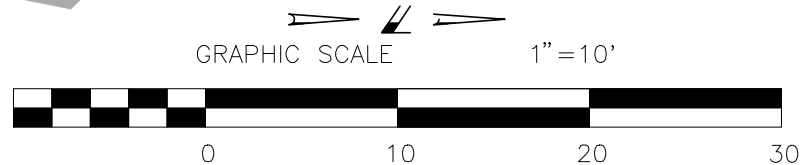
**RETAINING CURB DETAIL**  
STA 39+16.20 TO STA 40+00.30  
SCALE: 1"= 10'

**CONSTRUCTION NOTES**

- ① PROTECT IN PLACE ROADSIDE SIGNS OR UTILITIES.
- ② RESET ROADSIDE SIGN(S) PER THE CALIFORNIA MUTCD 2014, FIGURE 24-2.
- ③ REMOVE EXISTING SOIL (INCLUDES ROCK & SOIL) 0" TO 6" AND DISPOSE ON SITE PER DETAIL, SHEET 7.
- ④ INSTALL NON-WOVEN GEOSYNTHETIC WEED CONTROL FABRIC PER MANUFACTURER'S SPECIFICATIONS AND DETAIL, SHEET 7.
- ⑤ INSTALL 2-RAIL WHITE VINYL TRAIL FENCE PER CITY OF NORCROSS STANDARD DRAWING NO. 706, PVC EQUESTRIAN TRAIL FENCING DETAIL - STANDARD FOOTING DETAIL, SHEET 7.
- ⑥ PLACE 3/4" DECORATIVE BROWN ROCK AT 4" DEPTH PER DETAIL, SHEET 7.
- ⑦ REMOVE AND REINSTALL BOULDER.

**LEGEND**

 3/4" DECORATIVE BROWN ROCK



**RETAINING CURB DETAIL**  
STA 50+71.90 TO STA 52+23.40  
SCALE: 1"= 10'

*CACTUS AVENUE*

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

DESIGN DIVISION

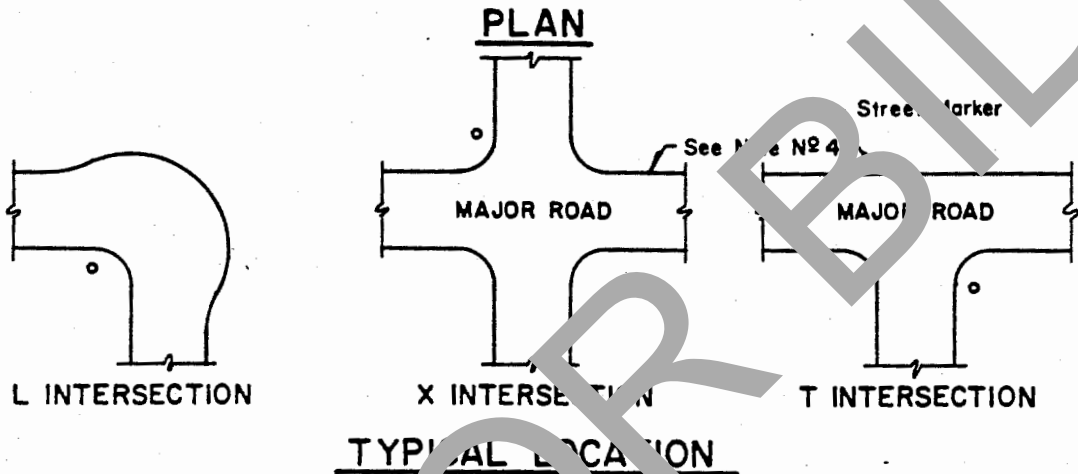
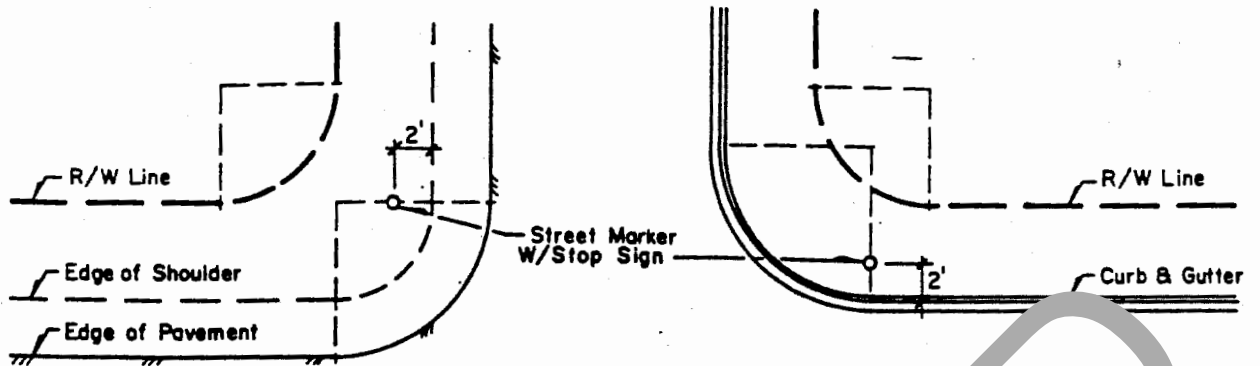
REVISIONS			
MARK	DATE	DESCRIPTION	BY:

RIALTO CHANNEL

SPECIAL DRAWING I  
RETAINING CURB

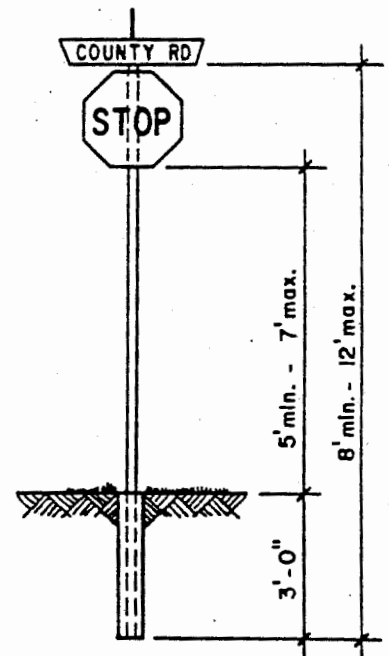
SHEET

9 OF 9



**NOTES:**

1. Marker To Be Set On County Right Of Way.
2. Location Of Marker Shown Is Approximate.
3. Markers To Be Visible For A Distance Of 150 Feet.
4. If Either Road Is Divided Into 4 Lanes Or More (Major Road), Additional Markers Will Be Required.
5. Street Markers Located At Major Roads Will Be Mounted On 12 Foot Posts To Accommodate A Stop Sign.



**ELEVATION**

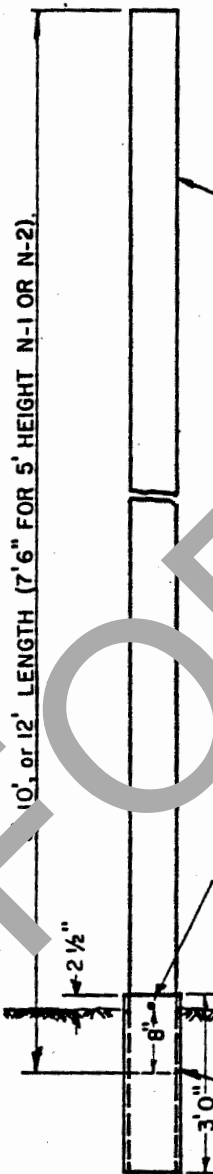
SAN BERNARDINO COUNTY TRANS. DEPT.

OCT. 5, 1993 v.h.c.  
REV. 3/1/94

KEN A. MILLER  
Director of Transportation

**STREET MARKER**

**303a**



2" SQ. STEEL POST, HOT DIPPED GALVANIZED, 1.25 OZ. COATING (ASTM SPEC. A525).

POST SHALL BE PUNCHED WITH 1/8" DIA. HOLES TO ALLOW MOUNTING OF ALL CALIFORNIA STANDARD SIGNS.

DRIVE RIVETS OR BOLT IN CENTER OF POST, APPROX. 1" FROM TOP OF ANCHOR SLEEVE.

GROUND LINE

2 1/2" SQ. STEEL ANCHOR SLEEVE

# NOTES:

- SEE STANDARD NO. 303a FOR MARKER LOCATIONS.
- POST SHALL BE 2" SQ. STEEL AS SHOWN AND STATED.
- ANCHOR SLEEVE SHALL BE 2 1/2" SQ. STEEL HOT DIPPED GALVANIZED AFTER FABRICATION (ASTM SPEC. A-123).
- SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH COUNTY STANDARD 303.

SAN BERNARDINO COUNTY ROAD DEPARTMENT

H.G. 1-71

20.2.10-81

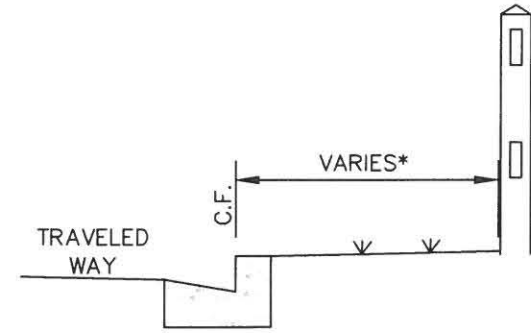
**M. A. Nicholas**  
COUNTY ENGINEER

**STREET MARKER  
POST INSTALLATION**

**303 b**

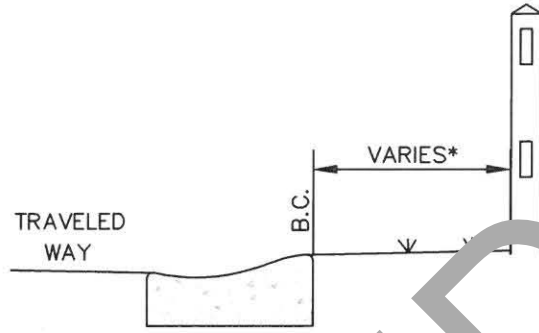
Std. Dwg. No.  
**706**  
Sheet 1 of 3

# CITY of NORCO STANDARD DRAWING



BARRIER CURB ADJACENT

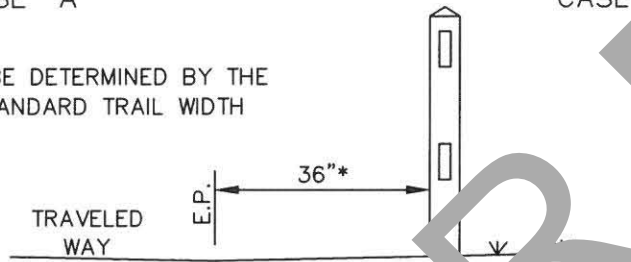
CASE "A"



ROLLED CURB ADJACENT

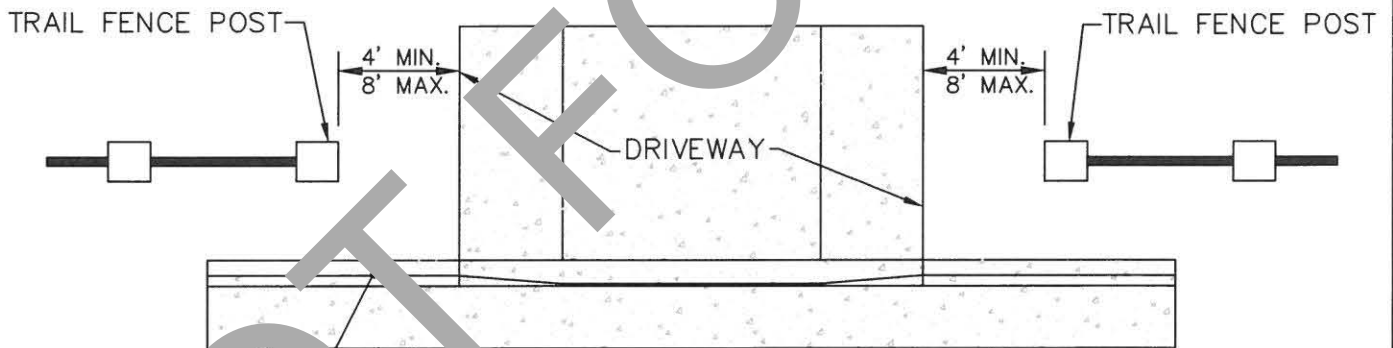
CASE "B"

\* THIS DIMENSION IS TO BE DETERMINED BY THE CITY TO MAINTAIN A STANDARD TRAIL WIDTH IN THE AREA.



EDGE OF PAVEMENT ADJACENT

CASE "C"



FENCE PLACEMENT AT DRIVEWAYS



FENCE PLACEMENT AT TREES & FIRE HYDRANTS

REVISION	NO:	BY:	DATE:	NO:	BY:	DATE:	APPROVED: <i>Dominic C. RCE</i> CITY ENGINEER 27172 RCE
Drawn By: SJN Date: 03/31/16							


## PVC EQUESTRIAN TRAIL FENCING DETAIL

Std. Dwg. No.  
**706**  
Sheet 2 of 3

# CITY of NORCO STANDARD DRAWING

## NOTES:

1. CONCRETE FOOTING SHALL BE CONSTRUCTED OF CLASS 500-C-2500 CONCRETE PER THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.
2. P.V.C. EQUESTRIAN TRAIL FENCING COMPONENTS SHALL BE MANUFACTURED TO THE FOLLOWING THICKNESSES:  
5" X 5" P.V.C. POST: 0.135" (135 MIL)  
2" X 6" P.V.C. RAIL: 0.100" (100 MIL)
3. P.V.C. RAILS SHALL BE CONNECTED TO P.V.C. POSTS AT 16' O.C. BY USE OF A RINGED POST/GRAVITY LOCK METHOD (OR APPROVED EQUAL). TOP AND BOTTOM RAIL CONNECTIONS SHALL BE STAGGERED EVERY 8'.
4. P.V.C. POSTS LOCATED AT THE MIDPOINT OF P.V.C. RAILS SHALL HAVE ROUND HOLES TO PROVIDE A PASS THROUGH FOR P.V.C. RAILS.
5. P.V.C. EQUESTRIAN TRAIL FENCING SHALL BE PLACED PER THE APPROPRIATE CASE SHOWN ON THIS STANDARD PLAN.
6. P.V.C. POSTS SHALL EXTEND 42" (OR 48") ABOVE THE FINISH GRADE. SPACING OF RAILS SHALL BE DONE IN SUCH A MANNER AS TO ACCOMMODATE THE SPACING LIMITS SHOWN.
7. INSTALLATION SHALL BE PER MANUFACTURER'S STANDARDS.
8. IN CASE OF CONFLICT BETWEEN POST FOUNDATION AND UNDERGROUND UTILITIES, CONTRACTOR SHALL CONSTRUCT POST FOUNDATION PER ALTERNATE FOUNDATION DETAIL SHOWN ABOVE. CONTRACTOR SHALL PROTECT UNDERGROUND UTILITY IN PLACE DURING CONSTRUCTION.
9. PVC POSTS SHALL BE LOCATED BETWEEN 4' (MINIMUM) AND 8' (MAXIMUM) AWAY FROM DRIVEWAYS.
10. PVC POSTS SHALL BE LOCATED 3' AWAY FROM FIRE HYDRANTS AND TREES.
11. REPLACEMENT OF EXISTING WOOD FENCE WITH PVC FENCE MUST BE APPROVED BY THE PUBLIC WORKS DEPT.

REVISION	NO:	BY:	DATE:	NO:	BY:	DATE:	APPROVED:  CITY ENGINEER 27172 RCE
Drawn By: SJN			Date: 03/31/16				
PVC EQUESTRIAN TRAIL FENCING DETAIL							Std. Dwg. No. <b>706</b> Sheet 3 of 3

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz  
REGISTERED CIVIL ENGINEER

May 31, 2018  
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS  
OR AGENTS SHALL NOT BE RESPONSIBLE FOR  
THE ACCURACY OR COMPLETENESS OF SCANNED  
COPIES OF THIS PLAN SHEET.

Atifa Ferouz  
No. C80402  
EXP. 3-31-19  
CIVIL  
STATE OF CALIFORNIA

TABLE 1

TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING							
SPEED (S)	MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (W)				MAXIMUM CHANNELIZING DEVICE SPACING		
	TANGENT 2L	MERGING L	SHIFTING L/2	SHOULDER L/3	X	Y	Z **
					TAPER	TANGENT	CONFLICT
mph	ft	ft	ft	ft	ft	ft	ft
20	160	80	40	27	20	40	10
25	250	125	63	42	25	50	12
30	360	180	90	60	30	60	15
35	490	245	123	82	35	70	17
40	640	320	160	107	40	80	20
45	1080	540	270	180	45	90	22
50	1200	600	300	200	50	100	25
55	1320	660	330	220	50	100	25
60	1440	720	360	240	50	100	25
65	1560	780	390	260	50	100	25
70	1680	840	420	280	50	100	25
75	1800	900	450	300	50	100	25

\* - For other offsets, use the following merging taper length formula for L:  
For speed of 40 mph or less,  $L = WS^2/60$   
For speed of 45 mph or more,  $L = WS$

Where: L = Taper length in feet

W = Width of offset in feet

S = Posted speed limit, off-peak 85th-percentile  
speed prior to work starting, or the anticipated  
operating speed in mph

\*\* - Use for taper and tangent sections where there are no pavement markings or where  
there is a conflict between existing pavement markings and channelizers (CA).

TABLE 2

LONGITUDINAL BUFFER SPACE AND FLAGGER STATION SPACING					
SPEED *	Min D **	DOWNGRADE MIN ***			
		-3% -9%			
		-3%	-6%	-9%	
mph	ft	ft	ft	ft	ft
20	155	158	162	165	126
25	205	205	215	227	173
30	250	257	271	287	
35	305	315	333	354	
40	360	378	400	427	
45	415	446	474	507	
50	470	520	553	593	
55	520	570	638	686	
60	570	645	728	785	
65	620	730	825	891	
70	670	820	866	927	1003

\* - Speed is posted speed limit, off-peak 85th-percentile  
speed prior to work starting, or the anticipated  
operating speed in mph

\*\* - Longitudinal buffer space or flagger station spacing

\*\*\* - Use on sustained downgrade steeper than -3 percent  
and longer than 1 mile.

TABLE 3

ADVANCE WARNING SIGN SPACING				
ROAD TYPE	DISTANCE BETWEEN SIGNS *			
	A	B	C	
	ft	ft	ft	
URBAN - 25 mph OR LESS	100	100	100	
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250	
URBAN - MORE THAN 40 mph	350	350	350	
RURAL	500	500	500	
EXPRESSWAY / FREEWAY	1000	1500	2640	

\* - The distances are approximate, are intended for guidance  
purposes only, and should be applied with engineering judgment.  
These distances should be adjusted by the Engineer for field  
conditions, if necessary, by increasing or decreasing the  
recommended distances.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

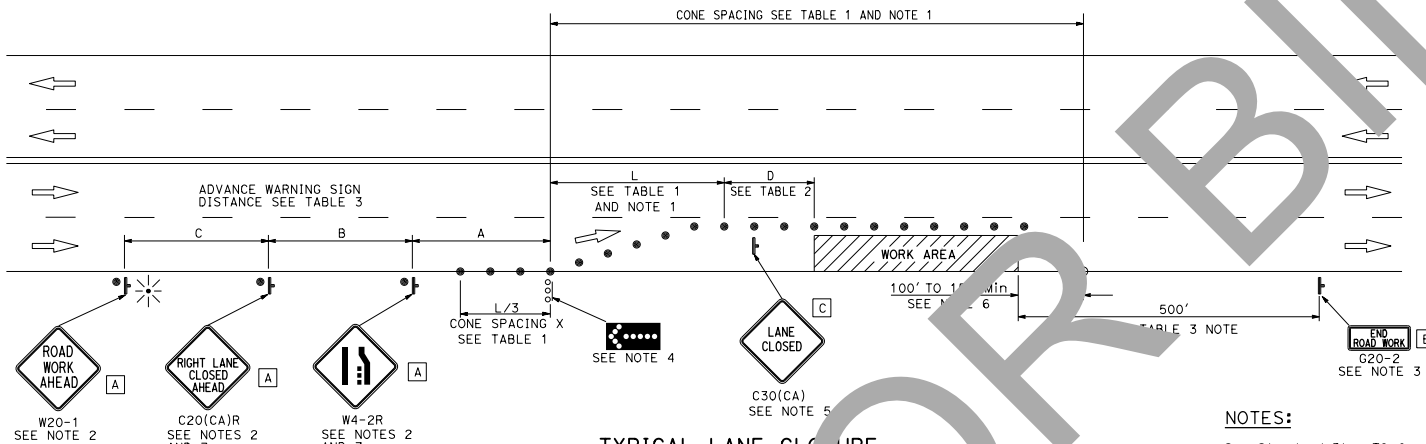
## TRAFFIC CONTROL SYSTEM TABLES FOR LANE AND RAMP CLOSURES

NO SCALE

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Atifa Ferouzi  
 REGISTERED CIVIL ENGINEER  
 No. C80402  
 EXP. 3-31-19  
 CIVIL  
 STATE OF CALIFORNIA

May 31, 2018  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA OR ITS OFFICERS  
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR  
 THE ACCURACY OR COMPLETENESS OF SCANNED  
 COPIES OF THIS PLAN SHEET.



TYPICAL LANE CLOSURE

**NOTES:**

See Standard Plan T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

Provide at least one person to continuously maintain traffic control devices for lane closures.

**LEGEND**

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- † TEMPORARY TRAFFIC CONTROL SIGN
- ⬢ FLASHING ARROW SIGN (FAS)
- ▬ FAS SUPPORT OR TRAILER
- ☼ PORTABLE FLASHING BEACON

**SIGN PANEL SIZE (Min)**

- |   |           |
|---|-----------|
| A | 48" x 48" |
| B | 36" x 18" |
| C | 30" x 30" |

**NOTES:**

- Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
- Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
- A G20-2 "END ROAD WORK" sign shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
- A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest vertical curve or on a horizontal curve.
- Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work area.
- Length may be reduced by the Engineer to address site conditions.
- Median lane closures shall conform to the details shown except that C20(CA)L and W4-2L signs shall be used.
- For approach speeds over 50 MPH, use the "Traffic Control System for Lane Closure on Freeways and Expressways" plan for lane closure details and requirements.

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**TRAFFIC CONTROL SYSTEM  
 FOR LANE CLOSURE ON  
 MULTILANE CONVENTIONAL  
 HIGHWAYS**

NO SCALE

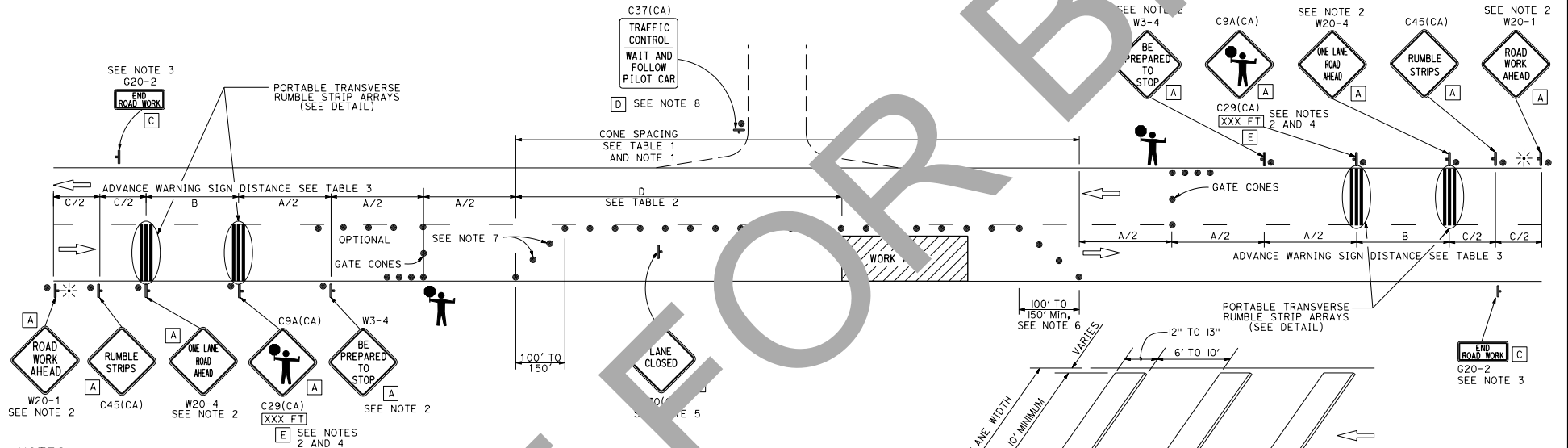
**T11**

**NOTES:**

See Standard Plan T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

Provide at least one person to continuously maintain traffic control devices for lane closures.

**TYPICAL LANE CLOSURE WITH REVERSIBLE CONTROL****NOTES:**

1. Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
2. Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
3. A G20-2 "END ROAD WORK" sign, shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
4. An optional C29(CA) sign may be placed below the C9A(CA) sign.
5. Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work area. They are optional if the work area is visible from the flagger station.
6. Length may be reduced by the Engineer to address site conditions.
7. Either traffic cones or barricades shall be placed at the taper. Barricades shall be Type 1.
8. When a pilot car is used, place a C37(CA) "TRAFFIC CONTROL WAIT AND FOLLOW PILOT CAR" sign with black legend on white background at all intersections, driveways and along without a flagger within the traffic control area.

**PORTABLE TRANSVERSE  
RUMBLE STRIP ARRAY DETAIL**

**SIGN PANEL SIZE (Min)**

A	48" x 48"
B	30" x 30"
C	36" x 18"
D	36" x 42"
E	20" x 7"

**LEGEND**

- TRAFFIC CONE
- † TEMPORARY TRAFFIC CONTROL SIGN
- ☼ PORTABLE FLASHING BEACON
- 🚧 FLAGGER

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM  
FOR LANE CLOSURE ON  
TWO LANE CONVENTIONAL  
HIGHWAYS**

NO SCALE

**T13**

Dist	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

Registered Civil Engineer  
 May 31, 2018  
 PLANS APPROVAL DATE  
 No. C80402  
 Exp. 3-31-19  
 CIVIL  
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

**NOTES:**

1. Only signs related to pedestrians are shown. For all other signs see appropriate T-sheets.
2. Barricades closing sidewalk shall cover the full width of the sidewalk. Use R9-11 sign when there are destination points between the detour and the work area. Locate the R9-11 sign to allow pedestrian access.
3. Advance warning sign is not required if the work area is within the limits of a larger work zone. Sign shall be equipped with at least two flags for daytime closure. Each flag shall be orange or fluorescent red-orange in color.

**NOTES:**

See Standard Plan T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1 unless X, Y, or Z cone spacing is shown on this sheet.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

Atifa Ferouz  
REGISTERED CIVIL ENGINEER

May 31, 2018  
PLANS APPROVAL DATE

Atifa Ferouz  
No. C80402  
Exp. 3-31-19  
CIVIL  
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

**LEGEND:**

- † BARRICADE
- TRAFFIC CONE
- ✱ PORTABLE FLASHING BEACON
- † SIGN
- † TEMPORARY TRAFFIC CONTROL SIGN ON BARRICADE

**SIGN PANEL SIZE (Min)**

SIGN DESIGNATION	SIGN OR PLAQUE	SIGN SIZE
R9-9	SIDEWALK CLOSED	24" x 12"
R9-11	SIDEWALK CLOSED AHEAD CROSS HERE	24" x 18"
R9-11a	SIDEWALK CLOSED CROSS HERE	24" x 12"
W20-1	ROAD WORK AHEAD	36" x 36"

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**TEMPORARY PEDESTRIAN ACCESS ROUTES  
TYPICAL SIDEWALK CLOSURE  
AND PEDESTRIAN DETOUR**

NO SCALE

**T30**

**NOTES:**

1. Only signs related to pedestrians are shown. For all other signs see appropriate T-sheets.
2. Barricades closing sidewalk shall cover the full width of the sidewalk. Use R9-11 sign when there are destination points between the detour and the work area. Locate the R9-11 sign to allow pedestrian access.
3. Advance warning sign is not required if the work area is within the limits of a larger work zone. Sign shall be equipped with at least two flags for daytime closure. Each flag shall be orange or fluorescent red-orange in color.

**NOTES:**

See Standard Plan T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1 unless X, Y, or Z cone spacing is shown on this sheet.

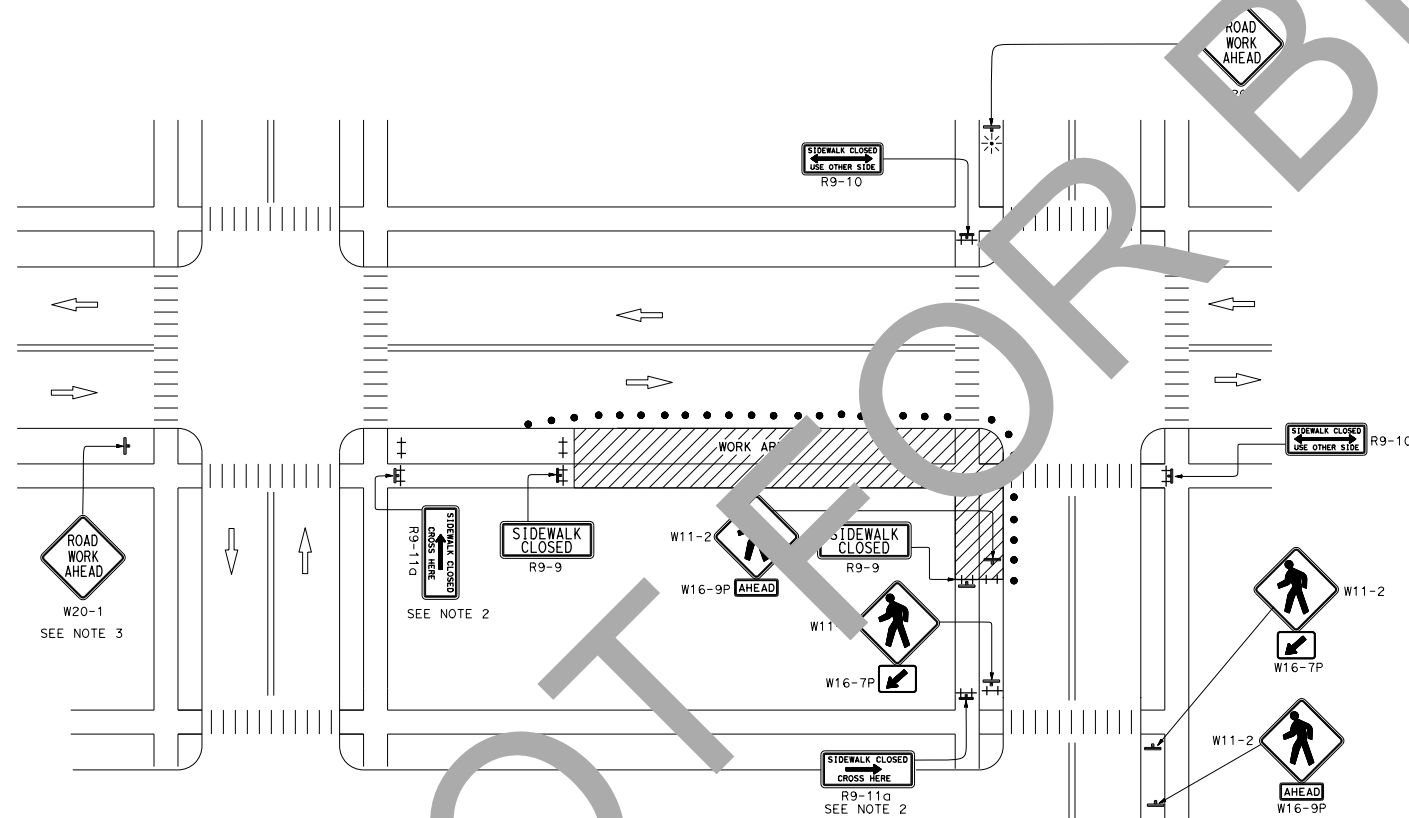
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferrouz  
REGISTERED CIVIL ENGINEER

May 31, 2018  
PLANS APPROVAL DATE

No. C80402  
EXP. 3-31-19  
CIVIL  
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS  
OR AGENTS SHALL NOT BE RESPONSIBLE FOR  
THE ACCURACY OR COMPLETENESS OF SCANNED  
COPIES OF THIS PLAN SHEET.

**LEGEND:**

- † BARRICADE
- TRAFFIC CONE
- ⋆ PORTABLE FLASHING BEACON
- ⌄ TEMPORARY TRAFFIC CONTROL SIGN
- ⌄ TEMPORARY TRAFFIC CONTROL SIGN ON BARRICADE

**SIGN PANEL SIZE (Min)**

SIGN DESIGNATION	SIGN OR PLAQUE	SIGN SIZE
R9-9	SIDEWALK CLOSED	24" x 12"
R9-10	SIDEWALK CLOSED USE OTHER SIDE	24" x 12"
R9-11	SIDEWALK CLOSED AHEAD CROSS HERE	24" x 18"
R9-11a	SIDEWALK CLOSED CROSS HERE	24" x 12"
W11-2	PEDESTRIAN	36" x 36"
W16-7P	DIAGONAL DOWNWARD POINTING ARROW (PLAQUE)	24" x 12"
W16-9P	AHEAD (PLAQUE)	24" x 12"
W20-1	ROAD WORK AHEAD	36" x 36"

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**TEMPORARY PEDESTRIAN ACCESS ROUTES  
TYPICAL SIDEWALK/CROSSWALK CLOSURE  
AND PEDESTRIAN DETOUR**

NO SCALE

**T32**

[Return to Table of Contents](#)

## CHAPTER 6D. PEDESTRIAN AND WORKER SAFETY

### Section 6D.01 Pedestrian Considerations

#### Support:

01 A wide range of pedestrians might be affected by TTC zones, including the young, elderly, and people with disabilities such as hearing, visual, or mobility. These pedestrians need a clearly delineated and usable travel path. Considerations for pedestrians with disabilities are addressed in Section 6D.02.

#### Standard:

02 **The various TTC provisions for pedestrian and worker safety set forth in Part 6 shall be applied by knowledgeable (for example, trained and/or certified) persons after appropriate evaluation and engineering judgment.**

03 **Advance notification of sidewalk closures shall be provided by the maintaining agency.**

04 **If the TTC zone affects the movement of pedestrians, adequate pedestrian access and walkways shall be provided. If the TTC zone affects an accessible and detectable pedestrian facility, the accessibility and detectability shall be maintained along the alternate pedestrian route.**

#### Option:

05 If establishing or maintaining an alternate pedestrian route is not feasible during a project, an alternate means of providing for pedestrians may be used, such as adding free bus service around the project or assigning someone the responsibility to assist pedestrians with disabilities through the project limits.

#### Support:

06 It must be recognized that pedestrians are reluctant to retrace their steps to a prior intersection for a crossing or to add distance or out-of-the-way travel to a destination.

#### Guidance:

07 *The following three items should be considered when planning for pedestrians in TTC zones:*

A. *Pedestrians should not be led into conflicts with vehicles, equipment, and operations.*

B. *Pedestrians should not be led into conflicts with vehicles moving through or around the worksite.*

C. *Pedestrians should be provided with a convenient and accessible path that replicates as nearly as practical the most desirable characteristics of the existing sidewalk(s) or footpath(s).*

08 *A pedestrian route should not be severed and/or moved for non-construction activities such as parking for vehicles and equipment.*

09 *Consideration should be made to separate pedestrian movements from both worksite activity and vehicular traffic. Unless an acceptable route that does not involve crossing the roadway can be provided, pedestrians should be appropriately directed with advance signing that encourages them to cross to the opposite side of the roadway. In urban and suburban areas with high vehicular traffic volumes, these signs should be placed at intersections (rather than midblock locations) so that pedestrians are not confronted with midblock worksites that will induce them to attempt skirting the worksite or making a midblock crossing.*

#### Support:

10 *Figures 6H-28 and 6H-29 show typical TTC device usage and techniques for pedestrian movement through work zones.*

#### Guidance:

11 *To accommodate the needs of pedestrians, including those with disabilities, the following considerations should be addressed when temporary pedestrian pathways in TTC zones are designed or modified:*

A. *Provisions for continuity of accessible paths for pedestrians should be incorporated into the TTC plan.*

B. *Access to transit stops should be maintained.*

C. *A smooth, continuous hard surface should be provided throughout the entire length of the temporary pedestrian facility. There should be no curbs or abrupt changes in grade or terrain that could cause tripping or be a barrier to wheelchair use. The geometry and alignment of the facility should meet the applicable requirements of the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" (see Section 1A.11).*

D. *The width of the existing pedestrian facility should be provided for the temporary facility if practical. Traffic control devices and other construction materials and features should not intrude into the usable width of the*

*sidewalk, temporary pathway, or other pedestrian facility. When it is not possible to maintain a minimum width of 60 inches throughout the entire length of the pedestrian pathway, a 60 x 60-inch passing space should be provided at least every 200 feet to allow individuals in wheelchairs to pass.*

*E. Blocked routes, alternate crossings, and sign and signal information should be communicated to pedestrians with visual disabilities by providing devices such as audible information devices, accessible pedestrian signals, or barriers and channelizing devices that are detectable to the pedestrians traveling with the aid of a long cane or who have low vision. Where pedestrian traffic is detoured to a TTC signal, engineering judgment should be used to determine if pedestrian signals or accessible pedestrian signals should be considered for crossings along an alternate route.*

*F. When channelization is used to delineate a pedestrian pathway, a continuous detectable edging should be provided throughout the length of the facility such that pedestrians using a long cane can follow it. The detectable edgings should comply with the provisions of Section 6F.74.*

*G. Signs and other devices mounted lower than 7 feet above the temporary pedestrian pathway should not project more than 4 inches into accessible pedestrian facilities.*

**Option:**

12 Whenever it is feasible, closing off the worksite from pedestrian intrusion may be preferable to channelizing pedestrian traffic along the site with TTC devices.

**Guidance:**

13 Fencing should not create sight distance restrictions for road users. Fences should not be constructed of materials that would be hazardous if impacted by vehicles. Wooden railing, fencing, and similar systems placed immediately adjacent to motor vehicle traffic should not be used as substitutes for crashworthy temporary traffic barriers.

14 Ballast for TTC devices should be kept to the minimum amount needed and should be mounted low to prevent penetration of the vehicle windshield.

15 Movement by work vehicles and equipment across designated pedestrian paths should be minimized and, when necessary, should be controlled by flaggers or TTC. Staging or stopping of work vehicles or equipment along the side of pedestrian paths should be avoided since it encourages movement of workers, equipment, and materials across the pedestrian path.

16 Access to the work space by workers and equipment across pedestrian walkways should be minimized because the access often creates unacceptable changes in grade, and rough or muddy terrain, and pedestrians will tend to avoid these areas by attempting non-intersection crossings where no curb ramps are available.

**Option:**

17 A canopied walkway can be used to protect pedestrians from falling debris, and to provide a covered passage for pedestrians.

**Guidance:**

18 Covered walkways should be sturdily constructed and adequately lighted for nighttime use.

19 When pedestrian and vehicle paths are rerouted to a closer proximity to each other, consideration should be given to separating them by a temporary traffic barrier.

20 If a temporary traffic barrier is used to shield pedestrians, it should be designed to accommodate site conditions.

**Support:**

Depending on the possible vehicular speed and angle of impact, temporary traffic barriers might deflect upon impact by an errant vehicle. Guidance for locating and designing temporary traffic barriers can be found in Chapter 9 of AASHTO's "Roadside Design Guide" (see Section 1A.11).

**Standard:**

22 **Short intermittent segments of temporary traffic barrier shall not be used because they nullify the containment and redirective capabilities of the temporary traffic barrier, increase the potential for serious injury both to vehicle occupants and pedestrians, and encourage the presence of blunt, leading ends. All upstream leading ends that are present shall be appropriately flared or protected with properly installed and maintained crashworthy cushions. Adjacent temporary traffic barrier segments shall be properly connected in order to provide the overall strength required for the temporary traffic barrier to perform properly.**

**23 Normal vertical curbing shall not be used as a substitute for temporary traffic barriers when temporary traffic barriers are needed.**

**Option:**

24 Temporary traffic barriers or longitudinal channelizing devices may be used to discourage pedestrians from unauthorized movements into the work space. They may also be used to inhibit conflicts with vehicular traffic by minimizing the possibility of midblock crossings.

**Support:**

25 A major concern for pedestrians is urban and suburban building construction encroaching onto the contiguous sidewalks, which forces pedestrians off the curb into direct conflict with moving vehicles.

**Guidance:**

26 *If a significant potential exists for vehicle incursions into the pedestrian path, pedestrians should be rerouted or temporary traffic barriers should be installed.*

**Support:**

27 TTC devices, jersey barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.

**Guidance:**

28 *Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" (see Section 1A.11), and should not be used as a control for pedestrian movements.*

29 *In general, pedestrian routes should be preserved in urban and commercial suburban areas. Alternative routing should be discouraged.*

30 *The highway agency in charge of the TTC zone should regularly inspect the activity area so that effective pedestrian TTC is maintained.*

**Support:**

31 Other laws and requirements are unique to California and need to be followed when providing pedestrian access through or around TTC zones.

32 Additional information on this topic can be found in publication titled "Pedestrian Considerations for California Temporary Traffic Control Zones on Caltrans' following web link:  
<http://dot.ca.gov/hq/traffops/engineering/control-devices/pdf/PedBrochure.pdf>

## **Section 6D.02 Accessibility Considerations**

**Support:**

01 Additional information on the design and construction of accessible temporary facilities is found in publications listed in Section 1A.11 (see Publications 12, 38, 39, and 42).

**Guidance:**

02 *The extent of pedestrian needs should be determined through engineering judgment or by the individual responsible for each TTC zone situation. Adequate provisions should be made for pedestrians with disabilities.*

**Standard:**

03 **When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Where pedestrians with visual disabilities normally use the closed sidewalk, a route that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.**

**Support:**

04 Maintaining a detectable, channelized pedestrian route is much more useful to pedestrians who have visual disabilities than closing a walkway and providing audible directions to an alternate route involving additional crossings and a return to the original route. Braille is not useful in conveying such information because it is difficult to find. Audible instructions might be provided, but the extra distance and additional street crossings might add complexity to a trip.

**Guidance:**

05 *Because printed signs and surface delineation are not usable by pedestrians with visual disabilities, blocked routes, alternate crossings, and sign and signal information should be communicated to pedestrians with visual*

*disabilities by providing audible information devices, accessible pedestrian signals, and barriers and channelizing devices that are detectable to pedestrians traveling with the aid of a long cane or who have low vision.*

**Support:**

*06 The most desirable way to provide information to pedestrians with visual disabilities that is equivalent to visual signing for notification of sidewalk closures is a speech message provided by an audible information device. Devices that provide speech messages in response to passive pedestrian actuation are the most desirable. Other devices that continuously emit a message, or that emit a message in response to use of a pushbutton, are also acceptable. Signing information can also be transmitted to personal receivers, but currently such receivers are not likely to be carried or used by pedestrians with visual disabilities in TTC zones. Audible information devices might not be needed if detectable channelizing devices make an alternate route of travel evident to pedestrians with visual disabilities.*

**Guidance:**

*07 If a pushbutton is used to provide equivalent TTC information to pedestrians with visual disabilities, the pushbutton should be equipped with a locator tone to notify pedestrians with visual disabilities that a special accommodation is available, and to help them locate the pushbutton.*

### **Section 6D.03 Worker Safety Considerations**

**Support:**

*01 Equally as important as the safety of road users traveling through the TTC zone is the safety of workers. TTC zones present temporary and constantly changing conditions that are not created by the road user. This creates an even higher degree of vulnerability for workers on or near the roadway.*

*02 Maintaining TTC zones with road user flow inhibited as little as possible, and using TTC devices that get the road user's attention and provide positive direction are of particular importance. Likewise, equipment and vehicles moving within the activity area create a risk to workers on foot. When possible, the separation of moving equipment and construction vehicles from workers on foot provides the operator of these vehicles with a greater separation clearance and improved sight lines to minimize exposure to the hazards of moving vehicles and equipment.*

**Guidance:**

*03 The following are the key elements of worker safety and TTC management that should be considered to improve worker safety:*

- A. Training—all workers should be trained on how to work next to motor vehicle traffic in a way that minimizes their vulnerability. Workers having specific TTC responsibilities should be trained in TTC techniques, device usage, and placement.*
- B. Temporary Traffic Barriers—temporary traffic barriers should be placed along the work space depending on factors such as lateral clearance of workers from adjacent traffic, speed of traffic, duration and type of operation, time of day, and volume of traffic.*
- C. Speed Reduction—reducing the speed of vehicular traffic, mainly through regulatory speed zoning, funneling, lane reduction, or the use of uniformed law enforcement officers or flaggers, should be considered. The use of regulatory speed zone signing tends to be more effective when law enforcement is present. Refer to Section 6C.01.*
- D. Activity Area—planning the internal work activity area to minimize backing-up maneuvers of construction vehicles should be considered to minimize the exposure to risk.*
- E. Worker Safety Planning—a trained person designated by the employer should conduct a basic hazard assessment for the worksite and job classifications required in the activity area. This safety professional should determine whether engineering, administrative, or personal protection measures should be implemented. This plan should be in accordance with the Occupational Safety and Health Act of 1970, as amended, "General Duty Clause" Section 5(a)(1) - Public Law 91-596, 84 Stat. 1590, December 29, 1970, as amended, and with the requirement to assess worker risk exposures for each job site and job classification, as per 29 CFR 1926.20 (b)(2) of "Occupational Safety and Health Administration Regulations, General Safety and Health Provisions" (see Section 1A.11).*

### Notes for Figure 6H-28—Typical Application 28 Sidewalk Detour or Diversion

**Standard:**

1. When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.

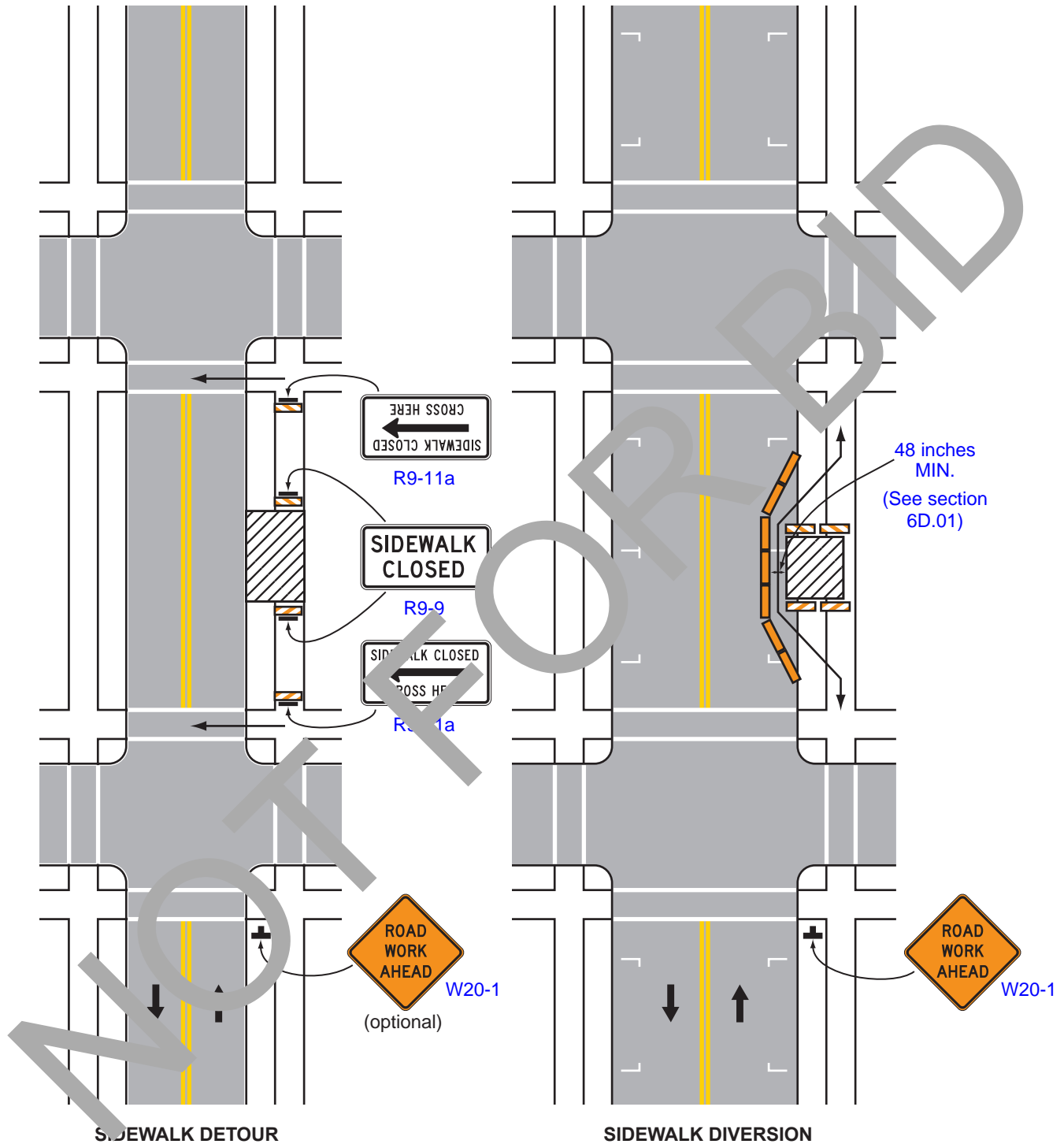
**Guidance:**

2. Where high speeds are anticipated, a temporary traffic barrier and, if necessary, a crash cushion should be used to separate the temporary sidewalks from vehicular traffic.
3. Audible information devices should be considered where midblock closings and changed crosswalk areas cause inadequate communication to be provided to pedestrians who have visual disabilities.

**Option:**

4. Street lighting may be considered.
5. Only the TTC devices related to pedestrians are shown. Other devices, such as lane closure signing or ROAD NARROWS signs, may be used to control vehicular traffic.
6. For nighttime closures, Type A Flashing warning lights may be used on barriers that support signs and close sidewalks.
7. Type C Steady-Burn or Type D 360-degree Steady-Burn warning lights may be used on channelizing devices separating the temporary sidewalks from vehicular traffic flow.
8. Signs, such as KEEP RIGHT (LEFT), may be placed along a temporary sidewalk to guide or direct pedestrians.

**Figure 6H-28. Sidewalk Detour or Diversion (TA-28)**



**Typical Application 28**

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

## Notes for Figure 6H-29—Typical Application 29 Crosswalk Closures and Pedestrian Detours

### Standard:

1. When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.
2. ~~Curb parking shall be prohibited for at least 50 feet in advance of the midblock crosswalk.~~

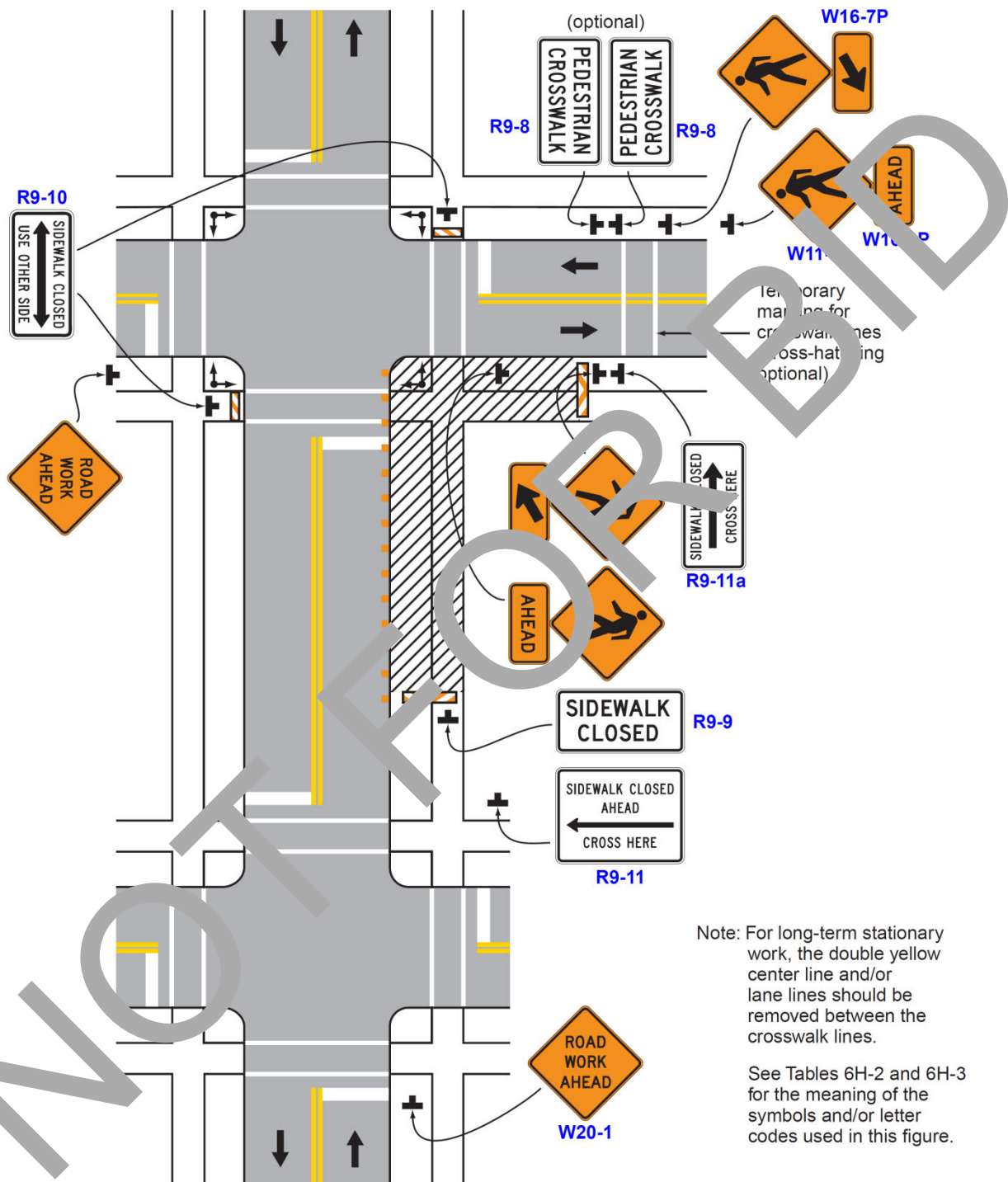
### Guidance:

2. *Parking should be prohibited in advance of mid-block crosswalks. Mid-block crosswalks should be avoided, when possible. See Section 3B.18.*
3. *Audible information devices should be considered where midblock closings and changes crosswalk areas cause inadequate communication to be provided to pedestrians who have visual disabilities.*
4. *Pedestrian traffic signal displays controlling closed crosswalks should be covered or deactivated.*

### Option:

5. Street lighting may be considered.
6. Only the TTC devices related to pedestrians are shown. Other devices, such as road closure signing or ROAD NARROWS signs, may be used to control vehicular traffic.
7. For nighttime closures, Type A Flashing warning lights may be used on barricades supporting signs and closing sidewalks.
8. Type C Steady-Burn or Type D 360-degree Steady-Burn warning lights may be used on channelizing devices separating the work space from vehicular traffic.
9. In order to maintain the systematic use of the fluorescent yellow-green background for pedestrian, bicycle, and school warning signs in a jurisdiction, the fluorescent yellow-green background for pedestrian, bicycle, and school warning signs may be used in TTC zones.

**Figure 6H-29. Crosswalk Closures and Pedestrian Detours (TA-29)**



**Typical Application 29**

**BIDDER:** \_\_\_\_\_

**PROPOSAL**

**TO THE BOARD OF SUPERVISORS OF THE  
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**

For Construction On

**RIALTO CHANNEL TRAIL FENCE AND ROCK INSTALLATION  
FROM RIALTO AVENUE TO BASELINE ROAD**

**LENGTH: 7400 FEET  
WORK ORDER: F02858  
AREA: City of Rialto  
SYSTEM NO.: 2-120-1A**

**NOTICE: BIDDERS MUST OBTAIN BIDDING DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT OR FROM THE ELECTRONIC PROCUREMENT NETWORK (ePRO) <https://epro.sbcounty.gov/epro/>. BIDS PREPARED ON FORMS OBTAINED FROM OTHER SOURCES WILL NOT BE ACCEPTED. BIDDERS MUST BE LISTED ON THE OFFICIAL PLAN HOLDERS LIST AT THE TIME BIDS ARE PUBLICLY OPENED. BIDS RECEIVED FROM BIDDERS WHO ARE NOT LISTED ON THE OFFICIAL PLAN HOLDERS LIST WILL NOT BE ACCEPTED.**

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation; that bidder has carefully examined the location of the proposed work, the proposed form of contract, and the plans and specifications therein referred to; and bidder proposes and agrees if this proposal is accepted, that bidder will contract with the San Bernardino County Flood Control District (District), in the form of the copy of the contract to provide all necessary machinery, tools, apparatus and other means of construction, and to do all work and furnish all the materials specified in the contract, in the manner and in the time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that bidder will take in full payment therefor the following prices, to wit:

## PROPOSAL CHECKLIST AND ASSEMBLY SEQUENCE

### IMPORTANT

#### Failure to Properly Complete Bid Package May Result in Rejection of Bid

**1**

Proposal – Assemble all pages in same numbering sequence as original.

- ☐ Replacement Bid Sheets from Addendum are substituted in sequence, if applicable.
- ☐ Unit Prices are entered for all bid items (or Alternate bid items).
- ☐ Corrections or changes to the bid document are initialed.
- ☐ Subcontractors, if any, are listed
- ☐ Public Contract Code Section 10285.1 Statement is executed
- ☐ Public Contract Code Section 10162 Questionnaire is completed
- ☐ Noncollusion Declaration is executed and submitted with bid
- ☐ Bidder Information is completed and correct
- ☐ Proposal is complete and signed by authorized company representative.

**2**

Addendums, if any, are acknowledged. (Forms sent by facsimile and mail)

- ☐ “Bidder’s Certification” (Just the Certification page) are executed and attached.

**3**

Bidder’s Security.

- ☐ 10% of Bid Amount in cash, Cashier’s Check, Certified Check or Bidder’s Bond.
- ☐ If Bidder’s Bond, surety signature is notarized.
- ☐ If Bidder’s Bond, surety power of attorney is attached.

**4**

ePRO.

- ☐ Registered as a Vendor in the ePro System prior to date and time to receive bid.
- ☐ If submitting bid through ePro, original Bid Security submitted in a separate sealed envelope labeled “Bid Bond” with the project name and name of bidder marked on outside of envelope to the San Bernardino County Flood Control District, Front Reception. Must be received on or before the time set for the opening of bids.
- ☐ If submitting a bid through ePro, Scan and attach to your quote the Fully Executed Proposal Documents (pages P-1 thru P-14).
- ☐ If submitting a bid through ePro, Scan and attach to your quote the Fully Executed Certification Page for ALL Addendums.

**5**

REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) (SENATE BILL 854).

- ☐ DIR Registration Number identified for Bidder and all subcontractors.

Bidder: \_\_\_\_\_

Project:

**RIALTO CHANNEL TRAIL FENCE AND ROCK  
INSTALLATION**

W.O.#: F02858

Limits:

**FROM RIALTO AVENUE TO BASELINE ROAD**

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
1	25,000	L.S.	Supplemental Work At Force Account (Unforeseen Differing Site Conditions Associated with Utility Conflicts and/or subgrade stabilization)	\$ 1.00	\$ 25,000.00
2	1	L.S.	Permit(s)	\$	\$
3	1	L.S.	Mobilization	\$	\$
4	6	EA.	Potholing	\$	\$
5	1	L.S.	Develop Water and Power Supply	\$	\$
6	1	L.S.	Traffic Control System	\$	\$
7	2	EA.	Portable Changeable Message Sign (PCMS)	\$	\$
8	1	L.S.	Water Pollution Control Program (WPCP)	\$	\$
9	1,010	C.Y.	Excavation	\$	\$
10	810	C.Y.	Place 3/4" Dark Brown Decorative Rock	\$	\$
11	1	L.S.	Finishing Roadway	\$	\$
12	7,240	S.Y.	Install Non-Woven Geosynthetic Weired Control Fabric	\$	\$
13	8,140	L.F.	Install 2-Ft. White Vinyl Trail Fence	\$	\$
14	4	EA.	Reset Roadside Sign	\$	\$
<b>PROJECT TOTAL:</b>					<b>\$</b>

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The **DISTRICT** shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the Base Bid alone by the **DISTRICT**. The **DISTRICT** reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item. **Bid items with quantities noted (F) shall be considered as the final constructed quantity for payment purposes.**

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained, rounded to the next lower penny, shall be the unit price.

If this bid shall be accepted, the Contract shall be signed by the successful bidder and returned **within 10 working days**, and the Contract bonds, copies of insurance policies, and Certificates of Insurance, with documents to verify any self-insurance coverage shall be provided **within 10 working days**, after the bidder has received the contract for execution. Should the undersigned fail to contract as aforesaid, the Board of Supervisors may, at its option, determine that the bidder has abandoned the contract, and, thereupon, this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same may be the property of the San Bernardino County Flood Control District.

**NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL**

**BIDDER** \_\_\_\_\_

The bidder shall complete the following information as required by the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100 et seq.

**Note:** Subcontractors must be licensed and registered with the DIR (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)) at the time of the bid opening.

**Information marked with \*\* is required.** (Make additional copies of this form if needed)

**SUBCONTRACTORS LIST**

Name: \*\* \_\_\_\_\_ Fed. ID: \_\_\_\_\_ Item(s) #: \*\* \_\_\_\_\_

Business Location: \*\* \_\_\_\_\_ % (s): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Amount: \$ \_\_\_\_\_

License #: \*\* \_\_\_\_\_ Description of Work: \*\* \_\_\_\_\_

DIR Registration #: \*\* \_\_\_\_\_

Name: \*\* \_\_\_\_\_ Fed. ID: \_\_\_\_\_ Item(s) #: \*\* \_\_\_\_\_

Business Location: \*\* \_\_\_\_\_ % (s): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Amount: \$ \_\_\_\_\_

License #: \*\* \_\_\_\_\_ Description of Work: \*\* \_\_\_\_\_

DIR Registration #: \*\* \_\_\_\_\_

Name: \*\* \_\_\_\_\_ Fed. ID: \_\_\_\_\_ Item(s) #: \*\* \_\_\_\_\_

Business Location: \*\* \_\_\_\_\_ % (s): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Amount: \$ \_\_\_\_\_

License #: \*\* \_\_\_\_\_ Description of Work: \*\* \_\_\_\_\_

DIR Registration #: \*\* \_\_\_\_\_

Name: \*\* \_\_\_\_\_ Fed. ID: \_\_\_\_\_ Item(s) #: \*\* \_\_\_\_\_

Business Location: \*\* \_\_\_\_\_ % (s): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Amount: \$ \_\_\_\_\_

License #: \*\* \_\_\_\_\_ Description of Work: \*\* \_\_\_\_\_

DIR Registration #: \*\* \_\_\_\_\_

**NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL**

**PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

In accordance with Public Contract Code section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code section 10285.1, the bidder hereby declares under penalty of perjury that the bidder

has ☐ Check One has not ☐

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code section 1101, with any public entity, as defined in Public Contract Code section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statements are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

# PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

**Yes**

✓



If the answer is yes, explain the circumstances in the following space.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## **PUBLIC CONTRACT CODE**

### **SECTIONS 9204, 20104, 20104.2, 20104.4, 20104.6 AND 20104.50 RESOLUTION OF CONSTRUCTION CLAIMS AND PROMPT PAYMENT**

#### **9204**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered 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 damages 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.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim filed pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding

mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing either on his or her own behalf or on behalf of a lower tier subcontractor that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as

applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

#### **20104.**

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Title 2.

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

#### **20104.2** For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

**20104.4** The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the

submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.10) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees and expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

#### **20104.6**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

#### **ARTICLE 17**

##### ***Municipal Performance, Payment***

#### **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 meet 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 business 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 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 (c).

(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 this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

**NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL**

**NONCOLLUSION DECLARATION  
TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**

**(Public Contract Code section 7106)**

The undersigned declares:

I am the \_\_\_\_\_ [title] of \_\_\_\_\_ [name of the bidder], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought any agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

\_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Print Name

Signature - REQUIRED

**NOTE: The above Noncollusion Declaration is part of the Bid, and failure to include the Noncollusion Declaration with the Bid will result in the Bid being found nonresponsive.**

**Bidders are reminded that this declaration must be signed under penalty of perjury.**

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

**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), the bidder certifies that at the time the bid is submitted or the contract is renewed, that bidder is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person 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.

**RUSSIAN SANCTION/EXECUTIVE ORDER N-6-22**

**(Applicable for all Contracts of five million dollars (\$5,000,000) or more utilizing State funding.).**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the District.

**NOTE: The above Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.**

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

**THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL**

Accompanying this proposal is \_\_\_\_\_

in the amount equal to at least ten percent of the total of the bid.

(Note: Insert the words "CASH (\$ )," "CASHIER'S CHECK," "CERTIFIED CHECK," or "BIDDER'S BOND," as the case may be.)

The names of all persons interested in the foregoing proposal as principals are as follows:

**NOTICE:** If the bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Licensed in accordance with an act providing for the registration of Contractors,

License No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Dept. of Industrial Relations Reg. No: \_\_\_\_\_ Federal Identification No.: \_\_\_\_\_

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing documents are true and correct and that the bidder has complied with the requirements identified in these documents.

If the bid proposal is submitted through eProcure the undersigned acknowledges that its electronic signature is legally binding.

<u>Print Name</u>	<u>Signature - REQUIRED</u>	<u>Title</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Date:** \_\_\_\_\_

Name of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

Place of Business \_\_\_\_\_

Business Phone No. \_\_\_\_\_ Business Fax No. \_\_\_\_\_

Place of Residence \_\_\_\_\_

## BID BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_

\_\_\_\_\_, as Principal, (hereinafter called the "Principal"),

and \_\_\_\_\_, as Surety, (hereinafter called "Surety"),

an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California and

are held and firmly bound unto the **SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT** as Obligor, (hereinafter called "**Obligee**"), in the sum of

\_\_\_\_\_ Dollars \_\_\_\_\_),

for the payment of which sum well and truly to be made, the said Principal and the said Surety and ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly bind these presents.

**WHEREAS**, the Principal has submitted a bid for:

**PROJECT TITLE: RIALTO CHANNEL TRAIL FENCE AND ROCK INSTALLATION; PROJECT LIMITS:  
FROM RIALTO AVENUE TO BASELINE ROAD: P.O. NO. 50283**

**BID DATE:** \_\_\_\_\_

**NOW, THEREFORE**, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligor in accordance with the terms of said proposal and give such bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, in the event of the failure of the Principal to enter into such contract and give such bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Year

Principal

Surety

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature, Attorney-in-Fact

Printed Name

Printed Name

Title



Contract Number

SAP Number

## SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

**DISTRICT Contract Representative  
Telephone Number**

Andy Silao  
909 387-7920

**Contractor  
CSLB No.  
DIR Registration No.  
Contractor Representative  
Telephone Number  
Contract Term  
Original Contract Amount  
Amendment Amount  
Total Contract Amount  
Cost Center**

FOR BID

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### IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I.** That for and in consideration of payment and agreements hereinafter mentioned to be made and performed by the District, and under the conditions expressed in the two bonds, hereunto annexed, the Contractor agrees with the District, at his own proper cost and expense to do all the work and to furnish all the materials necessary to construct and complete in a good, workmanlike and substantial manner, this project to the satisfaction of the Flood Control Engineer in accordance with the following:

Plans entitled: Plans for Construction on RIALTO CHANNEL TRAIL FENCE AND ROCK INSTALLATION FROM RIALTO AVENUE TO BASELINE ROAD; Area: City of Rialto; W.O.: F02858; System No.: 2-120-1A.

Standard Specifications and Standard Plans of the State of California, Department of Transportation, dated 2018 unless specified otherwise in the Special Provisions.

Special Provisions entitled: Special Provisions for Construction on RIALTO CHANNEL TRAIL FENCE AND ROCK INSTALLATION FROM RIALTO AVENUE TO BASELINE ROAD; Length: 7400 FEET; W.O.: F02858; Area: City of Rialto; System No.: 2-120-1A.

**ARTICLE II.** Contractor agrees to receive and accept the following prices, as full compensation for furnishing all materials, and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the District and for all the risks of every description connected with the work; also for expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Project: **RIALTO CHANNEL FENCE AND ROCK  
INSTALLATION PROJECT**

W.O.#: **F02858**

Limits: **CACTUS AVENUE FROM RIALTO AVE TO  
BASELINE ROAD**

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
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*Table of Contract Quantities, Items and  
Prices will be shown here*

**ARTICLE III.** District hereby promises and agrees with the **Contractor** to employ and does hereby employ the **Contractor** to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and thereby contracts to pay the same at the time, in the manner and upon conditions above set forth, and the said parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

**ARTICLE IV.** **Contractor** shall accept all payments from District 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 District required to process EFT payments.

**ARTICLE V.** **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.

**ARTICLE VI.** It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the bid or proposal of **Contractor**, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**ARTICLE VII.** 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, 11376, 11621, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County and District Policy and other applicable federal, state, County, and District laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**ARTICLE VIII.** By my signature hereunder, as **Contractor**, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.]

**ARTICLE IX.** By my signature hereunder, as **Contractor**, I certify that I am aware of the provisions and requirements of Sections 1777.5 and 1777.7 of the Labor Code relating to apprenticeship standards; and that I accept responsibility for compliance with the provisions of Section 1777.5 for all apprenticeship occupations pertaining to performance of work under this contract.

**ARTICLE X.** By my signature hereunder, as **Contractor**, I agree that District has the right to review, obtain and copy all records pertaining to performance of the contract. I agree to provide District with any relevant information requested and shall permit District access to company's premises upon reasonable notice for purposes on interviewing employees and inspecting records. I shall maintain all project records for at least three (3) years after final payment under the contract.

**ARTICLE XI.** **Contractor** shall comply with the Prevailing Wage Laws described in this Contract, including Exhibit A.

As required by Labor Code section 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or be qualified to perform public work pursuant 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 10101 or 24103.5 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."

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**SAN BERNARDINO COUNTY  
FLOOD CONTROL DISTRICT**



\_\_\_\_\_  
Dawn Rowe, Chair

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

\_\_\_\_\_  
Sophie A. Curtis, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

\_\_\_\_\_  
Andy Silao, P.E., Chief

Date \_\_\_\_\_

Reviewed/Approved by District

\_\_\_\_\_  
Brendon Biggs, Chief Flood Control Engineer

Date \_\_\_\_\_

## EXHIBIT A - PREVAILING WAGE REQUIREMENTS

### A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

#### 1. **Determination of Prevailing Rates:**

Pursuant to Labor Code sections 1770, et seq., the District has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the District, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at [www.dir.ca.gov](http://www.dir.ca.gov). The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code section 1773, et seq.

#### 2. **Payment of Prevailing Rates**

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

#### 3. **Prevailing Rate Penalty**

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

#### 4. **Ineligible Contractors:**

Pursuant to the provision of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

#### 5. **Payroll Record:**

Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
  - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement of the DIR;
  - iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the District or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
  - iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
  - v. Copies provided to the public, by the District or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the District of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the District, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payment then due or to become due to the Contractor.

**6. Limits on Hours of Work:**

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

**7. Penalty for Excess Hours:**

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:**

a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:

- i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
- ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- iii. This project is subject to compliance monitoring and enforcement by the DIR.
- iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
- v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
  - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
  - 2) The District reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
  - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
- vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to 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 public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1720.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor

who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public work.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees 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.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration proactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does 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."

c. Labor Code section 1771.1 states the following:

"(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 1664 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 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 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 (f) 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) When 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) Personal 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 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.

(l) 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 1771.5 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."

d. Labor Code section 1771.4 states the following:

"(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(a) In a format prescribed by the Labor Commissioner.

(b) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

## **B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS**

### **1. State Public Works Apprenticeship Requirements:**

a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract and (3) employ apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

### **2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:**

a. Submit Contract Award Information (DAS-140):

Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—it is not a request for the dispatch of an apprentice.

iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.

iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.

v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship

program sponsors in the area of your public works project. For a listing of apprenticeship programs see

<http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

b. Employ Registered Apprentices

- i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- ii. All Contractors who do not fall within an exemption category (see below), must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
- iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from the initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- v. Contractor should maintain and submit prior (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a journeyman (Cal. Code Regs., tit 8, § 230.1).

c. Make Training Fund Contributions

- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
- iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

**3. Exemptions to Apprenticeship Requirements:**

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
  - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
  - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
  - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.

- iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
- v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

**4. Exemption from Apprenticeship Ratios:**

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
  - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
  - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
  - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training either on a statewide basis or on a local basis; or
  - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

**5. Contractor's Compliance**

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

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