

**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.

# **NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR CONSTRUCTION ON**

## ***RIALTO AVENUE ROADWAY AND SLOPE REPAIR EMERGENCY PROJECT***

***350 Ft West of Rancho Avenue***

**LENGTH:** 425 LF

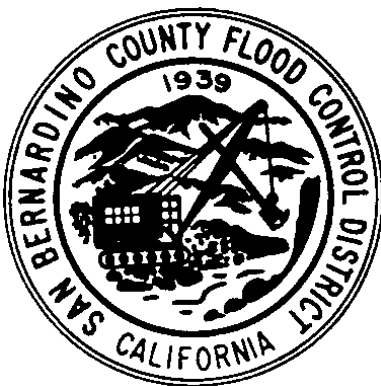
**WORK ORDER:** F02796

**AREA:** San Bernardino

**ROAD NO.:** City of San Bernardino Jurisdiction (Non-CMRS)

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

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



***SAN BERNARDINO COUNTY***

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

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

***RIALTO AVENUE ROADWAY AND SLOPE REPAIR  
EMERGENCY PROJECT  
350 Ft West of Rancho Avenue***

**LENGTH:** 425 LF

**WORK ORDER:** F02796

**AREA:** San Bernardino

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have been recommended for approval under the direction of the following:

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

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



have been prepared by or under the direction of the following Registered Engineers:

\_\_\_\_\_  
**Mervat N. Mikhail, P.E.**  
Engineering Manager-Trans Design Division Date: \_\_\_\_\_



\_\_\_\_\_  
**Grant Mann, P.E.**  
Engineering Manager-Traffic Division Date: \_\_\_\_\_



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## NOTICE TO BIDDERS

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

**10:00 A.M., THURSDAY, XXXXXXXX XX, 2021**

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 and subcontractors, including, but not limited to persons or entities that deliver ready-mix concrete, must be registered with: 1) the Department of Industrial Relations (with limited exceptions from this requirement for bid purposes

only under Labor Code section 1771.1(a)); and 2) the County's ePro system 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 also 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 pursuant to Labor Code section 1771.1.

Bids in response to this solicitation can be submitted through the County of San Bernardino Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/> or in person at the San Bernardino County Flood Control District at the address set forth above at which time they will be publicly opened and declared via video and teleconference via zoom.com using meeting ID 765-959-0976. If a bid is submitted in ePro, the bidder's security described herein must still be submitted in person in a sealed envelope prior to the bid opening date and time at the address above for the receipt of bids. See the flyer available under the bid posting on ePro for further login information for the following project:

**RIALTO AVENUE ROADWAY AND SLOPE REPAIR EMERGENCY PROJECT**  
**350 Ft West of Rancho Avenue**

**LENGTH:** 425 LF

**W.O.:** F02796

**AREA:** San Bernardino

**ROAD NO.:** City of San Bernardino Jurisdiction (Non-CMRS)

The Project, in general, consists of remove and replace curb and gutter, asphalt concrete pavement, chain link fence, earthwork, roadway and slope repair and doing other work appurtenant thereto.

This Project requires a **Class A** Contractor's License.

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

**10:00 A.M., WEDNESDAY, XXXXXXXX XX, 2021**

To be held via video and teleconference via zoom.com using meeting ID 765-959-0976. See the flyer available under the bid posting on ePro for further login information. Handouts from the pre-bid meeting will be post on ePro shortly after the pre-bid meeting. **All bidders are encouraged to attend this meeting.**

**This meeting is to inform bidders of Project requirements and subcontractors of subcontracting and material supply opportunities.**

**NOTICE: BIDDERS MUST OBTAIN BID DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE SAN BERNARDINO COUNTY FLOOD CONTROL 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. Caltrans 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2015, including the 2015 Revised Standard Plans (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

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

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 Engineer will issue two (2) Notices to Proceed, the first being a Notice to Proceed with Submittals, and the second being a Notice to Proceed with Construction. The successful bidder shall begin construction work **within 15 working days** after the Notice to Proceed with Construction.

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

**QUESTIONS:** Bidders must submit all questions through the County of San Bernardino Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. The deadline for bidder questions is **5:00 P.M. on FRIDAY, XXXXXX, 2021.**

**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 District, Contracts Division at (909) 387-7920.

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

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

**PREVAILING WAGES:** The Director of Industrial Relations (DIR) has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at 825 East 3<sup>rd</sup> Street, Room 147, San Bernardino, CA 92415-0835 or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under it, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor, and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid, or enter into a contract to perform public work must be registered with the DIR. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. This Project will be subject to compliance monitoring and enforcement by the DIR.

**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/>.

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.

**BRENDON BIGGS, P.E.**, Chief Flood Control Engineer

By:

  
**ANDY SILAO, P.E.**, Engineering Manager  
Contracts Division

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



**SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT  
SPECIAL PROVISIONS FOR CONSTRUCTION ON**

**RIALTO AVENUE ROADWAY AND SLOPE REPAIR EMERGENCY PROJECT  
350 Ft West of Rancho Avenue**

**LENGTH:** 425 LF

**WORK ORDER:** F02796

**AREA:** San Bernardino

**ROAD NO.:** City of San Bernardino Jurisdiction (Non-CMRS)

**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 or introduces a revision to the Standard Specifications.

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

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**DIVISION I GENERAL PROVISIONS**

**I GENERAL**

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

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

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

The work embraced herein shall be done in accordance with:

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

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

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

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

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

**Add the following paragraphs to section 1-1.07B, "Glossary":**

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

1. Department – The San Bernardino County Flood Control District or District.
2. Office Engineer, Engineer or Director -- The Chief Flood Control Engineer acting either directly or through properly authorized agents, engineer, assistants, inspectors and superintendents acting severally within the scope of the particular duties delegated to them.
3. Attorney General -- The San Bernardino County Flood Control District Board of Supervisors.
4. Laboratory -- Any laboratory authorized by the District to test materials and work involved in the contract.
5. 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 District pursuant to the indicated conditions.
6. Engineer's Estimate - The lists of estimated quantities of work to be performed as contained in the contract documents.
7. State - The San Bernardino County Flood Control District or District.
8. Awarding Authority of Department - Means the District Board of Supervisors.
9. Consultant - Means person(s), sole proprietorships, partnerships, associations, joint ventures, corporations, institutions or other entities who provide expert, professional assistance to the District under a contract.
10. Contract - Means an agreement between two parties consisting of an offer and an acceptance resulting from solicitation of bids or proposals, in which each party commits to stipulated prices, terms and conditions, or materials or services.
11. Contractor - Means any person, sole proprietorship, partnership, association, corporation, joint venture, institution or other entity which is a party to a contract.
12. Minority – Means the same as defined in Public Contract Code section 2051(c).
13. Small Business Concern – Means a small business as defined by Section 3 of the Small Business Act and relevant regulations found in Title 13 Part 121 of the CFR.

14. Procurement - Includes the acquisition of material, supplies, goods equipment, systems, construction and services through both formal (including competitive bids) and informal transactions which result in purchase orders and/or contracts.
15. Public Works Contract - Is an agreement to perform the work described in Public Contract Code section 22002.
16. Purchase - Means a method of procurement which results in an order for materials, supplies, goods, equipment, systems or services.
17. Purchase Order - Is defined as a form of contract which is used to order supplies, equipment, goods, systems or services. These are either unilateral, or one signature in nature, subject to performance by a vendor to form a contractual obligation.
18. Purchasing Agent - Means the Director of the Purchasing Department.
19. Bidder/Proposer - Means any person or entity making an offer or proposal to provide goods and/or services to the District.
20. Subcontractor - Means an individual or business firm contracting to perform part or all of another's contract.
21. Bid Item List – Means the schedule of items found in the Proposal pages starting on P-1 of these Special Provisions.
22. Bid book – Means the Proposal pages starting on P-1 of these Special Provisions.
23. Estimated Cost – Is the estimated cost of the project.
24. Holiday – Holidays shown in the following table:

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

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

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

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

Other terms appearing in the Standard Specifications and these Special Provisions shall have the intent and meaning specified in Section 1, "General," of the Standard Specifications. In the event of a conflict between the above terms and definitions and the terms and definitions identified in the Standard Specifications, the terms and definitions used in these Special Provisions shall control. Pursuant to section 1-1.07, "DEFINITIONS," of the Standard Specifications, unless otherwise noted as a "working day" or "business day," "day" in these Special Provisions means "24 consecutive hours running from midnight to midnight; calendar day."

**Delete section 1-1.08, "DISTRICTS."**

**Delete section 1-1.11, "WEB SITES, ADDRESSES, AND TELEPHONE NUMBERS."**

**Replace section 1-1.12, "MISCELLANY," with:**

#### **1-1.12 MISCELLANY**

Make checks and bonds payable to the San Bernardino County Flood Control District.

^^ ^^^^^^ ^^^

## **2 BIDDING**

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

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

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

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

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

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

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

**Replace section 2-1.06A, “General,” with:**

#### **2-1.06A General**

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

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

#### **2-1.06B Supplemental Project Information**

The District makes supplemental information available as specified in these Special Provisions.

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

1. Project title
2. Work order number
3. Viewing date
4. Contact information, including telephone number

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

San Bernardino County Flood Control District  
Contracts Division  
825 East 3<sup>rd</sup> Street, Room 147  
San Bernardino, CA 92415-0835

**Replace section 2-1.10, “SUBCONTRACTOR LIST,” with:**

#### **2-1.10 SUBCONTRACTOR LIST**

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

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

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Department of Industrial Relations public works contractor registration number.

4. The portion of work it will perform. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

**Delete section 2-1.12, "DISADVANTAGED BUSINESS ENTERPRISES."**

**Delete section 2-1.15, "DISABLED VETERAN BUSINESS ENTERPRISES."**

**Delete section 2-1.18, "SMALL BUSINESS AND NON-SMALL BUSINESS  
SUBCONTRACTOR PREFERENCES."**

**Delete section 2-1.27, "CALIFORNIA COMPANIES."**

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

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

#### **ePRO**

Bids must be received by the designated date and time. An electronic bid can be submitted through the County of San Bernardino 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 Vendor support at [ePro.Vendors@buyspeed.com](mailto:ePro.Vendors@buyspeed.com) or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060. **NOTE: If sending the bid or bid bond to the District in a mail envelope (i.e. U.S. Postal Office, Federal Express, etc.) please enclose the bid and/or bond inside the mail envelope in a separately sealed envelope bearing the title of the project, the name of the bidder, and marked "Bid Proposal and/or Bid Bond". All mail, including Priority and Express Mail, sent via the U.S. Postal Service is received by the District's mail room. This can cause a delay in the receipt of bids. The District is not responsible for any delays caused by mail service to a different District location. It is Bidder's responsibility to ensure bids and bid bonds are received at the District, 825 East 3<sup>rd</sup> Street, Front Reception Desk, San Bernardino, CA, on or before the time set for opening of bids.**

#### **REQUIRED LISTING OF SUBCONTRACTORS**

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

**Delete section 2-1.33A, "General."**

**Delete section 2-1.33B, "Bid Form Submittal Schedules."**

**Replace section 2-1.34, "BIDDER'S SECURITY," with:**

#### **2-1.34 PROPOSAL GUARANTY**

- All bids/proposals shall be presented either under sealed cover or submitted through the County of San Bernardino Electronic Procurement Network (ePro) and accompanied by one of the following forms of bidder's security:

Cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the San Bernardino County 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. The "Bid Bond" form provided in the "Proposal" section of these Special Provisions may be used. Upon request, copies of the "Bid Bond" forms may be obtained from the District.

If the bid is submitted through the ePro, bidder shall scan the bid security (bid bond) and submit the scanned copy with the bid submittal in ePro. **In addition, bidder shall mail or submit in person the original bid security in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: 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 mailed or otherwise submitted envelope shall be considered nonresponsive.** Bidder's attention is directed to Section 2-1.33, "ePro," of these Special Provisions for further details.

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

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

#### **2-1.43 PUBLIC OPENING OF THE BID**

Bids (both paper and ePro) will be opened and read aloud publicly at the place and time set for the opening of bids in the Notice to Bidders or as revised in an Addendum. All bids submitted to the District 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 District for all bidders to view.

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

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

Bidders that fail to include an executed Noncollusion Declaration shall be considered nonresponsive.

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

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

The District may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief to the District.

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### **3 CONTRACT AWARD AND EXECUTION**

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

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

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

#### **3-1.02B Tied Bids**

The District breaks a tied bid with a coin toss.



**Add the following paragraph to section 3-1.03, "CONTRACTOR REGISTRATION":**

**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 16164 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 (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the

requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

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

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of with either of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on 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 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

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

### **3-1.04 CONTRACT AWARD**

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

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

1. The bid protest is in writing.
2. The bid protest is submitted to and received by the Department of Public Works, 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 District's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the right to protest. Untimely protests will not be accepted or considered.
3. The written bid protest shall set forth, in detail, all grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis for such relief. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. The bid protests shall include the name of the project manager and the name and Work Order number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

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

**Replace section 3-1.05, "CONTRACT BONDS," with:**

### **3-1.05 CONTRACT BONDS**

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

**Delete section 3-1.07, "INSURANCE POLICIES."**

**Delete section 3-1.08, "SMALL BUSINESS PARTICIPATION REPORT."**

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

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

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

### **3-1.18 CONTRACT EXECUTION**

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

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract and file acceptable bonds as provided herein shall be just cause for the forfeiture of the proposal guaranty. The successful bidder may file with the District 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, "CONFLICT OF INTEREST," which reads:**

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

Contractor shall make all reasonable efforts to ensure that no District officer or employee, whose position in the District 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, "FORMER COUNTY OFFICIALS," which reads:**

### **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 their business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

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

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

### **3-1.22 SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

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

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

### **3-1.23 REFERENCE CHECKS**

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

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

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

In accordance with Public Contract Code section 2204(a), 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.**

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## **4 SCOPE OF WORK**

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

The work, in general, consists of remove and replace curb and gutter, asphalt concrete pavement, chain link fence, earthwork, roadway and slope repair and doing other work appurtenant thereto.

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

### **4-1.06A General**

#### **a. Differing Site Conditions**

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

such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

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

***b. Suspensions of Work Ordered by the Engineer***

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

***c. Significant Changes in the Character of Work***

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

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

**Replace "Change Order" at each occurrence in section 4-1.05, "CHANGES AND EXTRA WORK," with "Change Order or Contract Amendments."**

**Delete section 4-1.07, "VALUE ENGINEERING."**

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## **5 CONTROL OF WORK**

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

**Add to section 5-1.09A, "General," the following paragraphs:**

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

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

Further, nothing contained in this provision shall be construed as creating a joint venture, partnership, or employment arrangement between the parties hereto, nor shall either party



have the rights, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto.

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

#### **5-1.12 ASSIGNMENT**

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

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

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

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

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

[http://www.dir.ca.gov/dir/Labor\\_law/DLSE/Debar.html](http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html).

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

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

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

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

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

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

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

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

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

**Add the following paragraphs to section 5-1.36A, “General”:**

**High Risk Facility Notification:**

Certain underground facilities exist that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

**Replace 2nd paragraph of section 5-1.36A, “General,” with:**

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

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

**Add the following paragraphs to section 5-1.36C(1), “General”:**

Attention is directed to other obstructions as follows:

**AGENCY CONTACTS**

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

<b><u>AGENCY</u></b>	<b><u>CONTACT</u></b>	<b><u>ADDRESS / PHONE / CELL</u></b>
AT&T – Distribution	Floyd Dizon <a href="mailto:FD8321@att.com">FD8321@att.com</a>	(714) 618-9126
AT&T - Transmission	Joseph Forkert <a href="mailto:joef@forkertengineering.com">joef@forkertengineering.com</a>	22311 Brookhurst St, Suite 203 Huntington Beach, CA 92646 (714) 963-7964

City of San Bernardino Municipal Water Department	Robert Lindberg <a href="mailto:Robert.lindberg@sbmwd.org">Robert.lindberg@sbmwd.org</a>	397 Chandler Place San Bernardino, CA 92408 (909) 453-6167 / (909) 379-2615
Frontier Communications	Ray Roundtree <a href="mailto:Ray.roundtree@ftr.com">Ray.roundtree@ftr.com</a>	(714) 375-6760 <b>Emergency: (800) 921-8101</b>
HP Communications, Inc.	Juan Pulido <a href="mailto:Juan.pulido@hpcomminc.com">Juan.pulido@hpcomminc.com</a>	(760) 985-2438
MCI (Verizon Business)	Matt Bergine <a href="mailto:matt.bergine@verizon.com">matt.bergine@verizon.com</a>	18850 Orange St., Bldg. A Bloomington, CA 92316 (949) 417-7841 / (714) 822-6207
Southern California Edison	Matt Middendorf <a href="mailto:matthew.middendorf@sce.com">matthew.middendorf@sce.com</a>	287 Tennessee Street Redlands, CA 92373-4438 (909) 307-6874 / (909) 809-7955 <b>Emergency: (800) 611-1911</b>
Southern California Gas	Geary Ambers <a href="mailto:GAmbers@SoCalGas.com">GAmbers@SoCalGas.com</a>	1981 W. Lugonia Avenue Redlands, CA 92374 (909) 335-7955 <b>Emergency: (800) 427-2200</b>
Spectrum	James Mock <a href="mailto:James.mock@charter.com">James.mock@charter.com</a>	7337 Central Avenue Riverside, CA 92504 (951) 406-1627

The initial written utility notification was sent to utility agencies on January 6, 2021, and contact has continued at various times since.

### **UTILITY RELOCATIONS**

The following utilities will be relocated:

<b><u>AGENCY</u></b>	<b><u>APPROXIMATE LOCATION</u></b>	<b><u>DETAILS</u></b>
Any Agency	<ul style="list-style-type: none"> <li>Throughout Project</li> </ul>	<ul style="list-style-type: none"> <li>If necessary, Contractor shall provide 1 working day window, per agency, during construction for unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if</li> </ul>

		necessary.
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### **UTILITY PROTECTION**

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

<b><u>AGENCY</u></b>	<b><u>APPROXIMATE LOCATION</u></b>	<b><u>DETAILS</u></b>
AT&T – Distribution	<ul style="list-style-type: none"> <li>Rialto Ave – Conduit and manholes, both north and south of centerline, from 1,000' west of Rancho Ave to Rancho Ave, with crossings at various locations.</li> </ul>	<ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> </ul>
AT&T – Transmission	<ul style="list-style-type: none"> <li>Rialto Ave – Conduit and manholes, south of centerline, from 1,000' west of Rancho Ave to Rancho Ave, with crossings at various locations.</li> </ul>	<ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> </ul>
City of San Bernardino Municipal Water Department	<ul style="list-style-type: none"> <li>Rialto Ave – 8" steel waterline, south of centerline, from 1,000' west of Rancho Ave to Rancho Ave with lateral service lines at various locations.</li> <li>Rialto Ave – 12" VCP sewer line, north of centerline, from 1,000' west of Rancho Ave to Rancho Ave with lateral service lines at various locations.</li> </ul>	<ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> <li>Contractor to adjust valve cans to final grade, if adjustable.</li> </ul>
Frontier Communications	<ul style="list-style-type: none"> <li>Rialto Ave – Overhead cable and poles, south side, from 1,000' west of Rancho Ave to Rancho Ave, with crossings at various locations.</li> <li>Rialto Ave – Conduit and manholes, both north and south of centerline, from 1,000' west of Rancho Ave to Rancho Ave with crossings at various locations.</li> </ul>	<ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> </ul>
HP Communications	<ul style="list-style-type: none"> <li>Rialto Ave – Underground conduit and manholes, north of centerline, from 1,000' west of Rancho Ave to Rancho Ave.</li> </ul>	<ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> </ul>
MCI (Verizon Business)	<ul style="list-style-type: none"> <li>Rialto Ave – Underground conduit and manholes, south of centerline, from 1,000' west of Rancho Ave to Rancho Ave.</li> </ul>	<ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> </ul>
Southern California Edison	<ul style="list-style-type: none"> <li>Rialto Ave – Overhead 12kV and 33kV powerline, north side, with crossings at various locations.</li> </ul>	<ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> </ul>

Southern California Gas	<ul style="list-style-type: none"> <li>Rialto Ave – 2-4” gas line, north of centerline with lateral services lines at various locations.</li> <li>2075 Rialto Ave (at Petite Chateaux Villa driveway) – 2” gas line crossing Rialto Ave, approximately 700’ west of Rancho Ave.</li> </ul>	<ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> <li>Contractor to adjust valve cans to final grade, if adjustable.</li> </ul>
Spectrum	<ul style="list-style-type: none"> <li>Rialto Ave – Overhead cable and poles, south side, from 1,000’ west of Rancho Ave to Rancho Ave, with crossings at various locations.</li> </ul>	<ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> </ul>

### **HIGH RISK UTILITIES**

The following utility facilities are “**HIGH RISK**” facilities:

<b><u>AGENCY</u></b>	<b><u>LOCATION</u></b>	<b><u>DESCRIPTION</u></b>
Southern California Edison	<ul style="list-style-type: none"> <li>Rialto Ave – north side</li> </ul>	<ul style="list-style-type: none"> <li>Overhead 33kV powerlines</li> <li>Contractor to locate and protect in place</li> </ul>

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

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

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

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

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

The Contractor shall protect existing valve cans in place and adjust those that are adjustable to finished grade during paving operations. The Contractor shall be solely responsible for coordinating valve can adjustments with utility owners, at no additional cost to the Department. Where valve cans cannot be adjusted, and utility owners do not participate in

coordinating adjustments, and finished grade is above existing valve cans, said valve cans shall be marked and paved over.

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

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

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

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

The space around the posts and post concrete anchors shall be backfilled with suitable earthy material. The backfill material shall be placed in layers approximately 0.33 foot thick and each layer shall be moistened and thoroughly compacted to a relative compaction of not less than 90 percent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bar to pursue the claim in a court of law.

**Replace section 5-1.43E, “Alternative Dispute Resolution,” with the following:**

**5-1.43E Dispute Resolution for Claims subject to Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and/or 20104.6.**

Claims between the District and the Contractor shall be resolved in accordance with Public Contract Code section 9204 (which is a new law and applies to all public works contracts entered on or after January 1, 2017), as well as Public Contract Code sections 20104, 20104.2, 20104.4 and 20104.6 (if applicable), provided, however, that Public Contract Code section 20104.2(a) shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the District 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.

**Add section 5-1.43G, “Civil Action,” which reads:**

#### **5-1.43G Civil Action**

Any dispute which cannot be resolved between the Parties by first following the applicable and required potential claims and dispute resolution provisions stated in this section 5-1.43, may then be resolved through litigation in a court of competent jurisdiction of the State of California.

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

**County of San Bernardino**

**Risk Management Division**

**222 W. Hospitality Lane, 3<sup>rd</sup> Floor**

**San Bernardino, California 92415-0016**





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

### **MATERIAL**

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

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

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

### **PAVEMENT MARKERS, PERMANENT TYPE**

Reflective pavement markers:

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

Reflective pavement markers with abrasion resistant surface:

Stimsonite 911 (4x4)  
Stimsonite 944 SB (2x4) - formerly model 947  
Stimsonite 948 (2.3x4.7)

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

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

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

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

### **PAVEMENT MARKERS, TEMPORARY TYPE**

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

Astro Optics Model TPM (4x4)  
Flex-O-Lite Model RCM (4x4)  
Stimsonite 66 (4x4)  
Stimsonite 66GB (Grabber Bottom) (4x4)  
Swareflex 35573558 (4x4)

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

- Astro Optics Model TPM (4x4)
- Davidson T.O.M. (Flexible)
- Flex-O-Lite Model (RCM) (4x4)
- Stimsonite Model 66 (4x4)
- Stimsonite 66GB (Grabber Bottom) (4x4)
- Swareflex Model 30023004 (4x4)
- Swareflex Model 35573558 (4x4)
- Valterra Products 12801281 Series (Flexible)
- 3M Scotch-Lane A200 Pavement Marking System

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

- Davidson T.R.P.M. with Reflexite PC-1000 Sheeting
- Valterra Products - 12801281 Series with Reflexite PC-1000 Sheeting

### **STRIPING AND PAVEMENT MARKING MATERIAL, PERMANENT**

Permanent traffic striping and pavement marking tape:

- Brite-Line Series 1000
- Swarco Industries "Director"
- 3M Stamark Brand Pliant Polymer Grade Series 5730
- 3M Stamark Brand Bisymmetric 1.75 Grade Series 5750 (For use on low-volume roadways only)

Temporary removable construction grade striping and pavement marking tape:

- Advanced Traffic Marking ATM Series 200
- 3M Stamark Brand, Detour Grade, Series 5710
- Swarco Industries "Director 2"

Temporary non-removable construction grade striping tape:

- 3M Scotch Lane Brand Construction Grade, Series 5160

### **ROADSIDE DELINEATORS**

One-piece drivable flexible type (48")

- All West Plastics "Flexi-Guide 400"
- Carsonite Curve-Flex CFRM-400
- Carsonite Roadmarker CRM-375
- FlexStake H-D
- Polyform, Inc., "Vista-Flex"

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

- Carsonite "Impactor" with 18" soil anchor
- Carsonite "Survivor" with 18" U-Channel anchor
- Safe-Hit with 8" pavement anchor (SH248-GPR and SHAI-08-PI)
- Safe-Hit with 15" soil anchor (SHA5-15C-GL)
- Safe-Hit with 18" soil anchor (SH248-GPR and SHA#-18C-PL)
- Uticom, U-Post, Series 1200 (Formerly Dura-Hit Mod. PC-5049)

Surface mount flexible type (48")

- FlexStake Surface Mount H-D

## **CHANNELIZERS**

Surface mount type (36")

Carsonite "Survivor" Model SMD-353  
Carsonite "Super Duck" (Flat SDF-436)(Round SDR-336)  
Carsonite Super Duck II "The Channelizer"  
FlexStake Surface Mount H-D  
The Line Connection "Dura-Post"  
Repo, Models 300 and 400  
Safe-Hit Guide Post with glue down base (SH236SMA)

## **TRAFFIC CONES**

Highway Safety Products 28"  
Radiator Specialty Company 28"  
Roadmarker Company "Stacker" 42"  
Bent Manufacturing Co., "T-Top" 42"

## **TYPE "K" OBJECT MARKER (18")**

Carsonite Models SMD 615 and SMD 615-A  
Repo, Models 300 and 400  
Safe-Hit Model SH718SMA

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

Carsonite, Super Duck II  
The Line Connection, "Dura-Post"  
Repo, Models 300 and 400  
Safe-Hit

## **CONCRETE MEDIAN BARRIER DELINEATOR**

Impactable Type

All West Plastics "Flexi-Guide" 235"  
Duraflex Corp. "Flexi" 2020"  
Davidson Portable Concrete Barrier Marker (PCBM-12)  
Reflexite Barrier Mount Delineator (Mod. 661-662)

Non-impactable Type

Astro-Optics JD Series  
Stimsonite 967

## **BARRIER DELINEATOR (16" GLUE DOWN TYPE)**

Safe-Hit

## **GUARDRAIL DELINEATOR (27" NAIL ON TYPE)**

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

## **METAL BEAM GUARDRAIL DELINEATOR**

Duraflex Corp. "Railrider"

## **REFLECTIVE SHEETING FOR TEMPORARY CHANNELIZERS, DELINEATORS AND TRAFFIC CONES**

3M High Intensity  
Reflexite PC 1000 (Metalized Polycarbonate)  
Reflexite AP-1000 (Metalized Polyester)  
Seibulite ULG (Ultralite Grade)

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

### **Regulatory Signs (Exclude STOP signs and Parking Signs):**

T6500, ASTM D 4956-01, Type IV.

### **Stop Signs:**

DG3, ASTM D 4956-09, Type XI.

### **Warning Signs (Exclude School Signs):**

T6501, ASTM D 4956-01, Type IV.

### **School Warning Signs:**

FYG, ASTM D 4956-01, Type IX.

### **Guide Signs:**

T6501, ASTM D 4956-01, Type IV.

### **Construction Signs:**

FDG, ASTM D 4956-01, Type IX.

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

ASTM D 4956-01, Type II

### **Signs Utilizing Engineering Grade:**

ASTM D 4956-01, Type I

### **SIGNING MATERIALS LEGEND:**

ASTM = American Standard for Testing Materials  
DG = Diamond Grade  
LDP = Long Distance Performance  
FDG = Fluorescent Diamond Grade  
FYG = Fluorescent Yellow Green

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## **7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

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

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

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

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

Pursuant to section 1773 of the Labor 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>). In addition, these wages are set forth in the General Prevailing Wage Rates included in these Special Provisions. The Contractor and subcontractors shall not pay less than the prevailing wage. Copies of the prevailing wage rates are also on file at the San Bernardino County Flood Control District Contracts Division office (address identified above) and shall be made available to any interested party on request. A copy of the determination of the Director of prevailing rate of per diem wages shall be posted at each job site. More specifically, the Contractor shall post the general prevailing wage rates at a prominent place at the job site (Labor Code section 1773.2).

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

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

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

As provided in Labor Code section 1771.1:

(a) A contractor or subcontractor shall not be qualified to bid or 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, 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 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 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

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

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

Keep accurate payroll records.

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

1. Each employee's:

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

2. Apprentices and the apprentice-to-journeyman ratio

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

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

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

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

1. Truck driver's full name and address
2. Name and address of the factory or batching plant
3. Time the concrete was loaded at the factory or batching plant
4. Time the truck returned to the factory or batching plant

5. Truck driver's signature certifying under penalty of perjury that the information contained in this written time record is true and correct

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

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

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

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

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

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

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

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

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

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

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

The normal construction working hours are 7:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays. The Contractor must request and receive prior written approval (at least 24 hours in advance) from the Engineer to work beyond or outside of these normal working

hours. If the Contractor works beyond or outside of these normal working hours without requesting and receiving prior written approval from the Engineer, then any overtime or other costs incurred by the District (for example, District inspector costs) resulting from the Contractor's working beyond or outside of these normal working hours may be deducted from the progress payments that are due the Contractor. The District's decision to approve or disapprove the Contractor working beyond or outside of the normal working hours is at the sole discretion of the Engineer.

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

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

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

Do not move or temporarily suspend anything over pedestrians unless the pedestrians are protected. The Contractor must 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 23rd paragraph of section 7-1.04, "PUBLIC SAFETY," with:**

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

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

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

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

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

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

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

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

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

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

**7-1.05A General**

Indemnification – To the 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 District) (even if the allegations are false, fraudulent, or groundless), and hold harmless the District and the County of San Bernardino and their authorized officers, employees, agents and volunteers (Indemnitees) from and against any and all claims (including claims against the Indemnitees 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 Indemnitees from such claims), allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, demands, losses, costs, damages, judgments, liens, stop notices, penalties, anticipated losses of revenue and/or liability, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses) arising out of, resulting from, or in any way (either directly or indirectly) related to the contract, the work, the project or any breach of the Contract by Contractor (or any of its officers, agents, employees, subcontractors, or any person performing any of the work, or from any cause whatsoever, including the acts, errors

or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Indemnitee's "passive" negligence but does not apply to the Indemnitee's "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code section 2782 provided such "active" negligence or "willful misconduct" is determined by agreement of the parties or by findings of a court. In instances where an Indemnitee's "active" negligence accounts for only a percentage of the liability for the claim involved, the obligation of the Contractor will be for that entire percentage of liability for the claim not attributable to the "active" negligence or "willful misconduct" of the Indemnitees. The District 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 Indemnitees. The Contractor's obligation to defend the Indemnitees 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 Indemnitees, unless the Indemnitees 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 District 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 for in this Section are separate and independent from the insurance requirements and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance requirements. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations.

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

**Replace section 7-1.06 with:**

### **7-1.06 INSURANCE**

**Additional Insured** – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the **City of San Bernardino** (a separate, legal public entity), **County of San Bernardino** (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 **District**, 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 District as well as any other entities named herein to vicarious liability but shall allow coverage for the District 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 District, 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 District 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 District 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 District or between the District and any other insured or additional insured under the policy.

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

**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 A. 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 District 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 District will be promptly reimbursed by the Contractor or District payments to the Contractor will be reduced to pay for District 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 District. 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 District, inflation, or any other item reasonably related to the District'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 District to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the District.

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 anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits 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 for 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 policy coverage shall include:

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

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

CONTRACT AMOUNT	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 agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the basic requirements and the insurance specifications for all contracts as delineated herein, (including waiver of subrogation rights) and naming the District as well as any other entities

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

**Delete section 7-1.07B, “Seal Coat Claims.”**

**Delete section 7-1.11, “FEDERAL LAWS FOR FEDERAL-AID CONTRACTS.”**

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NOT FOR BID

**Replace section 8-1.02, "SCHEDULE" with:**

### **8-1.02 PROGRESS SCHEDULE**

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

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

**Replace 1<sup>st</sup> paragraph of section 8-1.03, "PRECONSTRUCTION CONFERENCE," with:**

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

**Replace 8-1.04A, "General," with:**

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

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

**Prior to construction**, the following submittals are required:

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

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

**Replace 8-1.04B, "Standard Start," with:**

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

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

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

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**( 12 )**

**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.

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

#### **8-1.10A General**

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

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

The Contractor shall pay the District the sum of

**TWO THOUSAND NINE HUNDRED DOLLARS ( \$2,900 ) PER DAY**

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

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## **9 PAYMENT**

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

### **9-1.02C Final Pay Items**

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

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

**Delete the 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, and 14<sup>th</sup> paragraphs in section 9-1.03, "PAYMENT SCOPE."**

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

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

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

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

The District 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 District will retain **5%** of the payments made to Contractor and total retention proceeds withheld by District shall not exceed **5%** of the

contract price. However, this limitation does not apply to amounts retained by District 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. There will be no partial payments.

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

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.

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

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

The provisions of Public Contract Code section 20104.50, cited immediately below and at the end of these Special Provisions, 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 €.

(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.

**Delete the 2nd sentence in section 9-1.16D(1), “General.”**

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

**Replace “may” with “shall” in the 1st sentence of section 9-1.16E(4), “Stop Notice Withholds.”**

**Delete section 9-1.16F, “Retentions.”**

**Replace 9-1.17D(1), “General,” with:**

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

On the Contractor’s approval, or if he files no claim, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the District 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 District will pay the sum so found to be due. Such semifinal estimate any payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claim(s) filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

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

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

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

Any costs or expenses incurred by the District 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 District within the meaning of the California False Claims Act.

**Delete section 9-1.17D(2)(a), "General."**

**Replace the 5th paragraph in section 9-1.17D(3) with:**

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

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

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

## **9-1.22 CIVIL ACTION**

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

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## **DIVISION II – GENERAL CONSTRUCTION**

### **10-1.01 ORDER OF WORK**

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



**First Order of Work** - The Contractor shall obtain the encroachment permits from the City of San Bernardino. The City do not authorize work within their jurisdiction without permit. The San Bernardino County Flood Control District is the Lead Agency for this project.

**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.

**Third Order of Work** – The Contractor shall request the District Surveyors to conduct a monument review to facilitate preservation of existing monuments. Attention is directed to the "Survey Monuments" section elsewhere in these Special Provisions.

**Fourth Order of Work** – Other than the District's Resident Engineer, the Contractor shall coordinate with a Consulting Geologist (Terracon) on site for the slope and roadway repair at all times.

**Fifth Order of Work** - The Contractor shall post sidewalk closure signs at least two (2) days prior to the closure dates at ramp closure locations as stipulated in the Special Conditions of the Traffic Control System section elsewhere in these Special 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), Public Safety, Portable Changeable Message Signs, Traffic Control System, Earthwork and Geotechnical 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.**

Full 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.

#### **10-1.02 SUPPLEMENTAL WORK AT FORCE ACCOUNT (UNFORESEEN DIFFERING SITE CONDITIONS)**

This work shall consist of extra work, related to specified items of work, necessary to address unforeseen differing site 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 contract.

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 and these special provisions.

*The following provisions for Shoring as an extra work only applies when needed or required at the approval of the Engineer to complete the roadway and slope repairs. The Engineer has the sole discretion to accept or reject such extra work.*

## **Shoring**

*When applicable, the Contractor shall be fully responsible for designing, providing, installing, and maintaining adequate temporary shoring, but not limited to, sheet piling, lagging and cribbing 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 shall be prepared, designed and stamped by a California Registered Professional Engineer or Civil Engineer duly approved by the District Engineer two (2) weeks prior to commencing the work showing the scheme of operations.*

*The Contractor shall install the temporary shoring with extra care to protect and avoid damaging the existing utility lines. If in the event any utility lines are damaged during the operation of the Contractor, the latter shall be responsible for immediate repair or replacement at no cost to the District.*

*Heavy construction equipment shall not be parked or used immediately adjacent to shoring. Similarly, excavated soil or construction materials shall not be stockpiled adjacent to shoring or open excavation.*

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

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

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

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

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

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

Full 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 **various items of work** and no additional compensation will be allowed therefor.

### **10-1.03 PUBLIC SAFETY**

*This section is an integral part of Traffic Control System. San Bernardino County Flood Control District has provided temporary K-railings and other traffic devices on site for public safety. The Contractor is permitted to use these traffic control devices until the completion of the project. However, Contractor is responsible for maintaining these existing K-rails and other traffic devices. If any of these devices were missing or damaged due to Contractor's negligence, it shall be replaced in kind at no cost to the District. As directed by the Engineer, K-railings and other devices maybe move or relocated to accommodate construction activities.*

*Upon completion of the project, the Contractor shall notify the Engineer immediately and the District Operations will pick up and deliver the above-mentioned traffic k-railings and traffic related devices from the job site to the designated County yard.*

*Contractor's bid for Traffic Control System shall be reduced to exclude these K-railings and traffic related pay items. It is mandatory for the Contractor to visit the project site prior to submitting their final bid.*

*The following provisions for Public Safety as stipulated herein-below only applies when needed or as required and approved by the Engineer.*

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

*When applicable*, the Contractor shall furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public, especially pedestrians who travel through the work zone area. Where no other means of pedestrian passage through construction area is available, the Contractor shall provide detours for pedestrian travel.

*When applicable*, the California MUTCD latest edition Figure 6H-28 "Sidewalk Detour or Diversion" Typical Application 28 and Figure 6H-29 "Crosswalk Closures and Pedestrian Detours" Typical Application 29 as included in the green sheets may be used and referenced as part of the project's Traffic Control Plan.

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

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

- 1) Excavations – The near edge of the excavation is 15 feet or less from the edge of the lane, except:

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

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

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

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

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

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

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

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas the Contractor shall close the

adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

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

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

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

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

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

Contractor may propose to the Engineer an alternative to the use of temporary railing (Type K) and/or crash cushions in areas where the use of these devices is anticipated to be for a relatively short period of time but not 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" entitled "Indemnification" of the Standard Specifications.

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

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

#### **10-1.04 WATER POLLUTION CONTROL PROGRAM (WPCP)**

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 may also be downloaded from the Storm Water Quality Manuals and Handbooks website at the following web site:

<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>

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

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

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

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

#### **10-1.05 ENVIRONMENTAL MITIGATION MEASURES**

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

Environmental Mitigation Measures must comply with Section 5-1.20B "Permits, Licenses Agreements and Certifications"; Section 14-10, "Solid Waste Disposal and Recycling"; Section 14-11, "Hazardous Waste and Contamination"; and Section 5-1.20B(4), "Contractor-Property Owner Agreement" of the Standard Specifications.

#### **GENERAL CONDITIONS**

1. All work, including equipment staging, will remain on disturbed areas. No new work outside disturbed areas or existing rights-of-way will be performed without further environmental evaluation.
2. Standard best management practices shall be implemented during all maintenance activities, especially those pertaining to dust control, and storm water 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 other trash generated on the worksite shall be removed from the site daily. Please contact EMD at (99) 387-8109 with any questions.

#### **BIOLOGICAL RESOURCE CONDITIONS**

1. To avoid impacts to any nesting migratory birds, project activities shall be conducted outside of bird nesting season (March 1 through August 31). If the maintenance project is scheduled during the nesting season, pre-construction nest survey(s) are

required to ensure that impacts to nesting birds are avoided. The last survey is to be conducted within three days prior to the start of work. If occupied nests are observed within the project area, the qualified biologist shall flag off the area(s) supporting bird nest(s) to provide a buffer (size of buffer will be dependent of the species found to be nesting at the discretion of the biologist), between the nest(s) and limits of maintenance. The biologist shall provide appropriate recommendations to ensure that no "take" results from the subject maintenance activities in the vicinity of flagged nest(s). If the surveys are negative maintenance activities can proceed as proposed. Please contact EMD at (909) 387-8109 to schedule pre-construction nest surveys.

Full compensation for conforming to the requirements of this section including furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in environmental mitigation, complete in place, as specified herein, shall be included in the contract lump sum price paid for **Environmental Mitigation Measures** and no additional compensation will be allowed therefore.

#### **10-1.06 MOBILIZATION**

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

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

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

#### **10-1.07 TRAFFIC CONTROL SYSTEM**

##### **A. GENERAL:**

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

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

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

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

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

When applicable, the Traffic Control Plan for shoulder closures may be as shown on the "Shoulder Closure" detail of Standard Plan T10. 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 motorists 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 will be determined by the Engineer or as indicated below in section B.

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. With regards to towing, the applicable County Code Sections are 52.0118, 52.0132, and 53.081.

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

The cost of furnishing all flaggers, including transporting flaggers to provide for passage of public traffic through the work under the provisions in Section 7-1.03, "Public Convenience", and Section 7-1.04, "Public Safety", of the 2015 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, move, remove, and dispose of all signs, lights, flares, barricades, and other facilities for the convenience and safety of the public, as required by these Special Provisions and Section 7-1.03, "Public Convenience", Section 7-1.04, "Public Safety", and Section 12, "Temporary Traffic Control" of the Standard Specifications.

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

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

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

## **B. SPECIAL CONDITIONS:**

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

***Construction shall be performed on Monday through Friday only (7:00 A.M. to 4:00 P.M.) for the duration of the project, or as directed by the Engineer.***

***On Rialto Avenue, public traffic shall be permitted to pass through construction operations at all times on a minimum of one 11-foot graded and compacted or paved lanes, one for each direction of travel, to be used by both directions of travel with the use of flaggers. In order to control traffic, additional flaggers shall be required at any intersecting street or streets in between locations where flaggers have the traffic queued for paving operations. Any deviation from these special conditions shall be approved by the Engineer.***

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

***Attention is also directed to the Public Safety section of these special provisions.***

**II. During Non-construction activities**

***Throughout the project area, 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.***

**C. MEASUREMENT AND 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 2015 Standard Specifications and these Special Provisions. Full compensations 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 Advance Warning signs, 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 2015 Standard Specifications, including furnishing all labor, materials (including all traffic control components), tools, equipment, and incidentals, shall be considered as included in the contract 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 AWSs the Engineer may deem necessary shall be considered as included in the **various 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 2015 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 2015 Standard Specifications. No adjustment will be made for decreases.

#### **10-1.08 TEMPORARY PAVEMENT DELINEATION**

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

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

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

The Contractor shall perform all work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

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

**TEMPORARY LANE LINE AND CENTERLINE DELINEATION** - Whenever lane lines and centerlines are obliterated, the minimum lane line and centerline delineation to be provided shall be temporary reflective raised pavement markers. The spacing requirements for temporary pavement markers shall comply with CA MUTCD 2014, Section 6F.79, "Temporary Raised Pavement Markers". The temporary reflective raised pavement markers shall be the same color as the lane line or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6

months or less) in “Prequalified and Tested Signing and Delineation Materials” elsewhere in these Special Provisions.

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

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

Full compensation for furnishing, placing, maintaining and removing the temporary reflective raised pavement markers, used for temporary lane line and centerline delineation (including the signing specified for “no passing” zones) and for providing equivalent patterns of permanent traffic lines for such areas when required; shall be considered as included in the lump sum contract price paid for **Traffic Control System**, and no separate payment will be made therefor.

#### **10-1.09 K-RAILS**

Temporary railing (Type K) shall be installed in conformance with the provisions in this section “Public Safety” and in Section 7-1.04, “Public Safety,” of the Standard Specifications.

When temporary railing (Type K) are installed along the side of the roadway, the temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1-foot (0.3m) transversely to 10 feet (3m) longitudinally with respect to the edge of the traffic lane.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.20, “Type K Temporary Railing,” of the 2019 Standard Specifications. Temporary railing (Type K), conforming to the details shown on 2015 Standard Plan T3A & T3B may be used.

When temporary railing (Type K) are installed in remote areas where recent fire or flooding occurred, Contractor shall thoroughly inspect, assess and evaluate the site condition. Site preparation, minor grading, accessibility and constructively shall be adhered to prior to installation of the temporary railing (Type K).

Temporary railing (Type K) and shall be installed at locations on site as designated by the Engineer. The Temporary railing is the property of the District and it remained on site for a lengthy period of time. When the right time to remove these temporary railings on site, the District will notify the property owner and the District forces will remove and haul these temporary railings from the site to designated District Yard to stockpile for future use at the cost of the District.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities of installing Temporary railing (Type) safely and accordingly. There are sites where gates are locked, hence, Contractor shall coordinate closely with the Resident Engineer or District inspector during the installation.

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 temporary railing (Type K) and moving to new locations as directed by the Engineer shall be included in the contract lump sum price paid **Traffic Control System** and no additional compensation will be allowed therefor.

#### **10-1.10 PORTABLE CHANGEABLE MESSAGE SIGNS**

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

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

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

Contractor's attention is directed to the Section entitled, "Permits," 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:

1. **Location 1 – NW corner of Rialto Avenue and Rancho Avenue**
2. **Location 2 – SE corner of Rialto Avenue and S. Macys St.,**

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

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 County.

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

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

PCMS shall be removed at the completion of the project.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, placing, maintaining, relocating as necessary, and removing the PCMS, is included in the contract lump sum price paid for **Portable Changeable Message Signs**, and no additional compensation will be allowed therefor.

#### **10-1.11 CLEARING AND GRUBBING**

Clearing and grubbing shall conform to the provisions in Section 17-2, "Clearing and Grubbing," of the Standard Specifications and these Special Provisions.

Vegetation shall be trimmed, cleared and grubbed only within the excavation and embankment slope lines as determined by the Engineer.

Except trees and exposed roots identified by the Engineering Geologist or Resident Engineer to remain shall be protected in place as shown on the plan. All other vegetation to be removed including stumps and trees having a main stem of less than six inches in diameter, shall be included in the **various contract items of work** and no additional compensation shall be allowed therefor.

All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations.

All activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

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

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in clearing and grubbing as specified herein shall be included in the contract lump sum price paid for **Clearing and Grubbing** and no additional compensation will be allowed therefor.

#### **10-1.12 WATERING**

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

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

### **10-1.13 FINISHING ROADWAY**

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

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

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

### **10-1.14 MISCELLANEOUS CONCRETE CONSTRUCTION**

Concrete curb & gutter shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications.

The concrete for curb & gutter shall be **Minor Concrete**.

The second and third sentence of the first paragraph in Section 73-1.02, "Subgrade Preparation," of the Standard Specifications is superseded by the following:

Relative compaction of not less than 95 percent shall be obtained for a minimum depth of 0.50-foot below the grading plane for the width of the traveled way, including cross gutters. Where curb, curb and gutter, sidewalk, pedestrian ramp, island paving, driveway, and gutter depression are to be constructed, the subgrade material shall be compacted to a relative compaction of not less than 90 percent for a minimum depth of 0.50-foot below the grading plane.

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

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

Any curb and sidewalk joints (weakened plane joints and expansion joints) shall be constructed per County Std. 110A (modified) or SPPWC Std. 112-2.

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

#### **10-1.15 REMOVE ASPHALT CONCRETE SURFACING**

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

Existing bituminous surfacing shown on the plans to be removed, shall be removed 0.50-foot (6") thk. full depth below the grade of the existing surfacing. Resulting holes and depressions shall be backfilled to the lines and grades established by the Engineer with native material selected from excavation.

The removed surfacing materials shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement", Section 14-10, "Solid Waste Disposal and Recycling", and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

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

The contract price paid per square yard for **Remove Asphalt Concrete Surfacing** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in saw cutting and removing asphalt concrete surfacing, including hauling and disposing of surfacing outside the highway right of way, as shown on the plans, as specified in the Standard Specifications and these Special Provisions.

#### **10-1.15 REMOVE CONCRETE**

This work shall consist of removal and disposal of existing Portland Cement Concrete within the limits shown on the plans and set in the field by the Engineer, and shall conform to the provisions in Section 15, "Existing Facilities," Section 17-2, "Clearing and Grubbing," and Section 19-1.03D, "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

Concrete removed include curb and gutter as shown on the plan.

Contractor to exercise extra care when removing the concrete by sawcutting or other approved method, as shown on the plan, without damaging the adjacent concrete.

Portions of existing sidewalks, curb and gutter which interfere with construction shall be removed.



Portions of existing concrete sidewalk shall be saw cut to a neat, true line and removed as necessary for installation of the roadside signpost or mailbox, as designated by the Engineer.

Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be saw cut in a neat, true line to a minimum of 0.17 foot before concrete is removed. The locations of the cut lines shown on the plans are approximate only; the exact location will be determined by the Engineer.

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

Removal of existing curb and gutter shall be measured and paid per linear feet as **Remove Concrete (Curb and Gutter)**.

The payment includes furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved for removing concrete as stipulated above, excavation, backfill, hauling and disposing outside highway right of way, as shown on the plans, as specified in the Standard Specifications and these Special Provisions.

#### **10-1.16 COLD PLANE ASPHALT CONCRETE PAVEMENT**

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

The provisions of Section 42-2, "Grinding", of the Standard Specifications shall not apply.

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

Cold planing machines shall be operated so as not to produce fumes or smoke. Cold planing machines shall be capable of producing a planed surface with no grooves greater than 3/8-inch in width and 3/16-inch in depth, and shall be operated at a speed and in a manner to produce such a surface. The noise level produced by the combined planing operation shall not exceed 86 dBA at a distance of 50 feet at right angles to the direction of travel.

The depth, width and shape of the cut shall be as shown on the plans and on the typical cross sections. The outside lines of the paved area shall be neat and uniform. Following the planing operations, a drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

Where utility access fixtures exist within the area to be planed, these shall be protected from damage. At manhole locations a rectangular pattern of planer cuts shall be performed (prior to through planing) to a depth of not less than 0.10-foot and no closer than 1 foot from the outside of the manhole frame. These shall be extended far enough to allow meeting the minimum specified depth of cut with the through planing operation. At the Contractor's option and sole expense, the Contractor may arrange with the utility owners to lower manhole frames and

covers to clear planing operations. The Contractor shall lower valve covers, as needed, to clear planing operations.

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

Where transverse joints are planed in the pavement at conform lines, no drop-off greater than 0.15-foot shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of the existing pavement before the pavement is to be opened to public traffic, a temporary asphalt concrete transition shall be constructed. Asphalt concrete for a temporary transition shall be placed to the level of the existing pavement and tapered on a slope of 30:1 or flatter to the level of the planed area.

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

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

Cold plane asphalt concrete will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the specified depth of cut. Low areas in existing pavement, bridged by the cold planer when adjacent cuts meet the specified minimum depth, will not be deducted from the measured areas.

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

#### **10-1.17 ASPHALT CONCRETE (RAP Optional)**

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

The asphalt concrete shall conform to the following requirements:

1. Asphalt concrete shall be produced at a central mixing plant.
2. The aggregate for asphalt concrete shall conform to the **(Type A, 1/2-inch, Maximum Medium)** specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specifications.
3. The asphalt binder grade shall be **PG 70-10** for asphalt concrete.
4. If the Contractor does not use RAP, the amount of asphalt binder to be mixed with the aggregate for Type A asphalt concrete will be determined by the Contractor and submitted to the Engineer for approval in accordance with California Test 367 (except Open Graded asphalt concrete) or California Test 368 for Open Graded asphalt concrete using the samples of aggregates furnished by the Contractor in conformance with Section 39-2.01A(4), "Quality Assurance," of the Standard Specifications.
5. If the Contractor uses RAP, the amount of asphalt binder to be mixed with the combined virgin aggregate and RAP will be determined by the Contractor and submitted to the Engineer for approval in accordance with California Test 367 amended by Lab Procedure-9 (LP-9). LP-9 is available at:

<http://www.dot.ca.gov/hq/esc/Translab/onlineformlab.htm>

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

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

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

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

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

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

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

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

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

**39-2.01A(4)(d) Reserved**

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

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

**39-2.01D Payment**

**Reserved**

**Replace the second paragraph of Section 39-2.02A(1) "Summary", as follows:**

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

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

**Remove the second paragraph and table of Section 39-2.02C "Aggregate Gradations".**

A prime/tack coat is required:

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

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

**Replace Section 39-2.02D "Payment" with:**

Quantities of asphalt concrete with/without RAP, will be paid for at the contract price per ton for **Asphalt Concrete (Type A)** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

## **10-1.18 AGGREGATE BASE**

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

**The District placed 265.93 CY of Class 2 Aggregate Base along the eroded slope as temporary backfill materials.** The Contractor shall remove completely all aggregates along the slope with extra care by not damaging or causing the slope to erode during the operation. These aggregates are considered engineered fill and shall be reused, thoroughly screened and free from any deleterious materials, prior to placement as base material for the roadway, as shown on the plan, and as directed by the Engineer (Geotechnical and Resident Engineer).

**The Class 2 Aggregate Base required for the roadway repair is estimated to be 145 CY.** Therefore, any surplus aggregates shall be salvaged, used and placed in areas, like behind the curb and gutter as permeable materials or at any designated locations, as directed and approved by the Engineer (Geotechnical and Resident Engineer).

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary to remove, clean and place the aggregates from temporary to its final location, complete in place, as shown on the plan and as directed by the Engineer shall be considered as included in the contract price paid for the **various contract items of work** and no additional compensation is allowed therefor.

#### **10-1.19 EARTHWORK**

Earthwork shall conform to the provisions in Section 19 "Earthwork," of the Standard Specifications and these special provisions.

#### **Geotechnical Engineering Report**

A geotechnical report for this project also known as Terracon Project No. CB215001 was conducted for the District by a Consulting Geologist (Terracon) and is attached elsewhere in these special provisions.

The Contractor's attention is directed to section "Geotechnical Report" elsewhere in these special Provisions.

The Contractor is responsible for coordinating with an Engineering Geologist available on site in any related earthwork for roadway and slope repair.

#### **Roadway and Slope Repair**

The second paragraph of Section 19-5.03B, "Relative Compaction (95 percent)," of the Standard Specifications is superseded by the following:

In addition, relative compaction of not less than 90 percent shall be obtained for the layer between 0.5 feet to 1.5 feet below the grading plane for the width of the pavement in excavation and relative compaction of not less than 90 percent shall be obtained throughout embankment.

Excavation and embankment shall be measured to the grading plane and shall not include excavation quantities covered by other bid items including asphalt removal. Any work done to obtain the compaction requirements for the area or the areas below the grading plane, per

Section 19-5.03 of the Standard Specifications, shall be the responsibility of the Contractor and payment for such work shall be considered as included in the contract price paid per cubic yard for **Roadway Excavation (Roadway and Slope Repair)** and no additional compensation will be allowed therefore.

Prior to placing embankment material, the existing ground to receive it shall be scarified to a minimum depth of 1-foot and compacted to a relative compaction of not less than 90 percent.

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

Surplus excavated unsuitable material including removed asphalt concrete surfacing shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement", Section 14-10, "Solid Waste Disposal and Recycling", and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Full compensation for saw cutting and removing existing surfacing shall be considered as included in the contract price paid per square yard for **Remove Asphalt Concrete Surfacing** and no additional compensation will be allowed therefor.

**Imported Borrow** will be measured and paid separately by the cubic yard. **Imported Borrow** shall be inorganic soils free of vegetation, debris, and fragments larger than three inches in size. Pea gravel or other similar non-cementitious, poorly graded materials shall not be used as fill or backfill without the prior approval of the Geotechnical Engineer. The Contractor shall notify the Geotechnical Engineer of import sources sufficiently ahead of their use so that the sources can be observed and approved as to the physical characteristic of the import material.

**Attention is directed to sections "Supplemental Work At Force Account (Unforeseen Differing Site Conditions), "Remove Asphalt Concrete Surfacing", "Asphalt Concrete (RAP Optional)", "Aggregate Base" and "Geotechnical Report" found elsewhere in these Special Provisions.**

Full compensation including furnishing all labor, materials, tools, equipment and incidentals and for doing any and all related earthwork (excavation, engineered backfill, relative compaction including removal of temporary aggregate materials along the slopes), complete in place, and conforming to the geotechnical requirements, as shown on the plan, these Special Provisions, Standard Specifications and as directed by Geotechnical and Resident Engineer, shall be considered as included in the contract prices paid for the **Roadway Excavation (Roadway and Slope Repair)** and no additional compensation is allowed therefore.

## **10-1.20 EROSION CONTROL**

This section relates to Rolled Erosion Control Product (Turf Reinforcing Mat) – Type B and shall conform to the provisions in Section 21, “Erosion Control” of the Standard Specification, these Special Provisions and as directed by the Engineer.

Rolled Erosion Control Product (Turf Reinforcing Mat) – Type B also known as RECP TRM (Type B) is a matrix-like product composed of non-degradable synthetic fibers, filaments, nets, wire mesh and/or other elements placed over bare soil areas. This blanket is designed for permanent solution and intended to protect up to three (3) years.

This treatment is use on cut and fill slopes between 2:1 and 1:1 (H:V). Planting or incorporation of seed is permissible with the use of RECP TRM. Proposed seed shall be evaluated and approved by the Engineer. Use of this treatment provides immediate protection from surface erosion. It helps retain soil moisture improving seed germination and vegetation establishment.

No rocks or debris is allowed for it can lift blankets above the soil surface allowing erosion to occur between the blanket and the soil surface. Use of this erosion control is for surface treatment only.

At the approval of the Engineer, when incorporating hydroseeds, it shall not be used near surface waters; and not for use on frozen soil, areas with standing water, under freezing or rainy conditions, or when the air temperature will be below 40°F. Provide adequate buffers to critical habitat and waterways

### **Installation Considerations:**

- a) Contractor to follow manufacturer's specifications for soil preparation, mixing ratios, coverage data, application rates, installation procedures, and equipment clean up after use.
- b) Soil preparation may include roughening the soil surface and pre-wetting the treatment area.
- c) Mix fibrous material with water and if necessary tackifiers, soil binders, and seed to form a slurry and spray onto the soil surface by hose or through aerial applications.
- d) Generally more than one application is necessary to achieve maximum effectiveness, although subsequent application may be diluted or applied at a lower rate.
- e) Hydroseeds, tackifiers, and soil binders require up to 24 hours or longer curing time until fully effective. Follow the manufacturers' specifications for drying time and apply with sufficient time before anticipated precipitation events.
- f) Reapply to exposed soil and areas where erosion is evident as soon as possible. Minimize impact to adjacent intact areas during reapplication.

Prior to application of hydroseeds, Contractor shall install fiber rolls/Compost Sock according to 2015 Caltrans Std. Plan H51 found elsewhere in these Special Provisions. Spacing shall be as determined by the Engineer. Cost of fiber rolls/compost sock shall be as included in the payment for hydro-mulch.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work required as specified in this section, complete in place, and as determined by the Engineer, shall be included in the contract lump sum price paid for **Rolled Erosion Control Product (Turf Reinforcing Mat) - Type B** and no separate payment will be allowed therefor.

#### **10-1.21 CHAIN LINK FENCE AND GATE**

Chain link fence and double drive gate (Type CL-6), as shown on the plans, shall conform to the provisions in Section 80, "Fences," of the Standard Specifications, these special provisions and as directed by the Engineer.

The shape of all line, end, latch and corner posts, top rail and braces shall be round.

Where new chain link fences meet existing chain link fences, they shall be connected.

Top rail shall be provided.

The exact location for constructing new fences and new gates are shown on the plans and as determined by the Engineer.

Full compensation for furnishing labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing chain link fence and gates shall be considered as included in the contract price per linear foot paid for **Chain Link Fence (Type CL-6)**, complete in place, as shown on the plans, as directed by the Engineer, these Standard Specifications and these Special Provisions.

#### **10-1.22 EXISTING HIGHWAY FACILITIES**

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

Full compensation for any work related to various highway facilities shall be considered as included in the various contract items of work and no additional compensation will be allowed therefor.

#### **10-1.23 ADJUST MANHOLE FRAME AND COVER TO GRADE**

This work Adjust Manhole Frame and Cover to Grade shall consist of adjusting existing manhole frame and cover to final grade after other grading and paving operations have been completed and shall conform to the provisions in Section 15, "Existing Facilities." of the Standard Specifications and these Special Provisions.



**Existing manhole frame and cover shall be reused, reconstructed and adjusted to final grade.**

Adjusted Manhole Frame and Cover shall be surrounded by a Concrete Collar per Special Drawing 106 found elsewhere in these Special Provisions. Concrete shall be a minor concrete.

The removed asphalt concrete which was replaced by concrete collar shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement", Section 14-10, "Solid Waste Disposal and Recycling", and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Where frames are within paved areas, the pavement material shall be cut, for removal to allow the adjustment, to a neat line uniformly at least twelve inches outside of the frame's outer perimeter, conforming to the contour and shape of the frame. Concrete placed around the adjusted frame shall be "float" finished flush with the top of the frame and the surrounding pavement.

Where pavement is to be cold planed the existing manholes are to be lowered 6" below the limits of A.C. Removal and plated prior to the required cold planing, tied out for future location identification and raised to grade as required by standard detail after Asphalt Concrete Pavement is placed.

The contract unit price paid for **Adjust Manhole Frame and Cover to Grade** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, including concrete collar and for doing all the work involved in adjusting manhole frame and cover as shown on the plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, including the removal and disposal of the resulting material, and no additional compensation will be allowed therefor.

#### **10-1.24 THERMOPLASTIC TRAFFIC STRIPES & PAVEMENT MARKINGS**

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

Glass beads used in striping shall be Modified AASHTO or equivalent.

Glass beads used in pavement markings shall be Visibead or equivalent.

Thermoplastic traffic stripes and pavement markings shall be white or yellow to match the color of the existing markings as shown on plans and/or as determined by the Engineer.

Thermoplastic traffic stripes and pavement markings shall be painted at the same location of the existing stripes as shown on the plans and/or as determined by the Engineer.

The contract prices paid per linear foot for **Thermoplastic 4" Traffic Stripe** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying thermoplastic traffic stripes and pavement markings, complete in place, including establishing alignment for stripes and layout work, as shown on

the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

#### **10-1.25 GEOTECHNICAL REPORT**

The Geotechnical Engineering Report (Terracon Project No. CB215001) was prepared for the District by Terracon Consultants Inc., of the City of Colton, California, dated January 27, 2021.

The above-mentioned report in its entirety is included in these Special Provisions. No warranty, either expressed or implied, is made as to the information contained in these reports. This report is for general reference only. Should there be any discrepancy between these Special Provisions and Geotechnical Report, the former shall prevail.

The Contractor is directed to the provisions of Section 2-1.03, "Examination of Plans, Specifications, Contract and Site of Work", of the Standard Specifications. Contractor shall examine carefully the site of the work contemplated. The submission of a bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the general and local conditions to be encountered.

#### **10-1.26 PERMIT**

Prior to construction, the Contractor shall conform to the no-fee **Encroachment Permit (Permit No. \_\_\_\_\_)** requirements for all work involved within **City of San Bernardino** jurisdiction.

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

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

#### **10-1.27 COORDINATION**

Construction working hours will be limited per the section titled "Traffic Control System" of these special provisions unless otherwise approved by the Engineer.

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

Entity	Type of Conflict	Hours of Conflict	Contact	Phone Number/ E-mail Address/ Website
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<b>Kelley Elementary School</b> 380 S. Meridian Ave., Rialto, CA 92376	School Buses, Student Drop-Off & Pick-Up	School Hours:		(909) 820-7925 Website: Kelley.rialto.k12.ca.us
<b>Colton Middle School</b> 670 W. Laurel St., Colton, CA 92324	Student Drop-Off & Pick-Up	School Hours:		(909) 580-5009 Website: cjuds.net
<b>Jehue Middle School</b> 1500 N. Eucalytus Avenue, Colton, CA 92324	Student Drop-Off & Pick-Up	School Hours:		(909) 421-7377 Website: jms-rialto-ca.schoolloop.com
<b>Morris Elementary School</b> 1900 W. Randall Ave., Colton, CA 92324	School Buses, Student Drop-Off & Pick-Up	School Hours:		(909) 421-7377 Website: schoolloop.com
<b>Rialto High School</b> 595 Eucalyptus Avenue, Rialto, CA 92376	Student Drop-Off & Pick-Up	School Hours:		(909) 421-7500 Website: kec.rialto.k12.ca.us
<b>Casey Elementary School</b> 219 N. Eucalyptus Avenue, Rialto, CA 92376	Student Drop-Off & Pick-Up	School Hours:		(909) 820-7904 Website: kec.rialto.k12.ca.us
<b>Rialto Fire Station 201</b> 131 S. Willow Ave., Rialto, CA. 92376	Access by Fire Trucks			(909) 820-2501 Website: yourrialto.com
<b>City of Colton Fire Station 212</b> 1511 N. Rancho Ave., Colton, CA 92324	Access by Fire Trucks			(909) 370-5100 Website: coltonfire.com
<b>Burrtec Waste &amp; Recycling</b> 111 E. Mill St., San Bernardino, CA 92408	Trash Collection	Day trash collected	Area Manager:	(909) 889-1969 Website: burrtec.com

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

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

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

NOT FOR BID

*Permits and Agreements  
(Brown Pages)*

*inserted here*

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

**CEQA-NOE**

**ENCROACHMENT PERMIT (City of San Bernardino)**

**GEOTECHNICAL REPORT**

NOT FOR BID

# Notice of Exemption

To: ☐ Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

From: County of San Bernardino  
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

## Project Description

**Project Title:** Emergency repairs to portion of Rialto Ave.

**Project Location:** South side of Rialto Ave. approx. 350-feet west of Rancho Ave. in the City of San Bernardino

**Project Description:** Emergency repair activities include replacing damaged asphalt concrete pavement, replacing curb and gutter, and the placement of engineered backfill to rebuild the eroded slope along the south side of Rialto Avenue.

## Applicant

San Bernardino County Flood Control District

825 E. Third Street

Address

San Bernardino, CA 92415-0835

(909) 387-8109

Phone

## Representative

Name

Same as Applicant

Address

Same as Applicant

Phone

Harold Zamora, P.E.  
Lead Agency Contact Person

(909) 387-8109

Exempt Status: (check one)

- ☐ Ministerial [Sec. 21080(B)(1); 15268];  
☐ Declared Emergency [Sec. 21080(B)(3); 15269(a)];  
☐ Emergency Project [Sec. 21080(B)(4); 15269(b)];  
☐ Categorical Exemption. State type and section: \_\_\_\_\_  
☐ Statutory Exemptions. State code number: \_\_\_\_\_  
☒ Other Exemption: Emergency Projects (b) and (c)

Reasons why project is exempt: The project is the emergency repair of an existing road damaged by a blocked storm drain.

Harold Zamora  
Signature Harold Zamora, P.E.

Chief, Environmental Mgmt. Div.

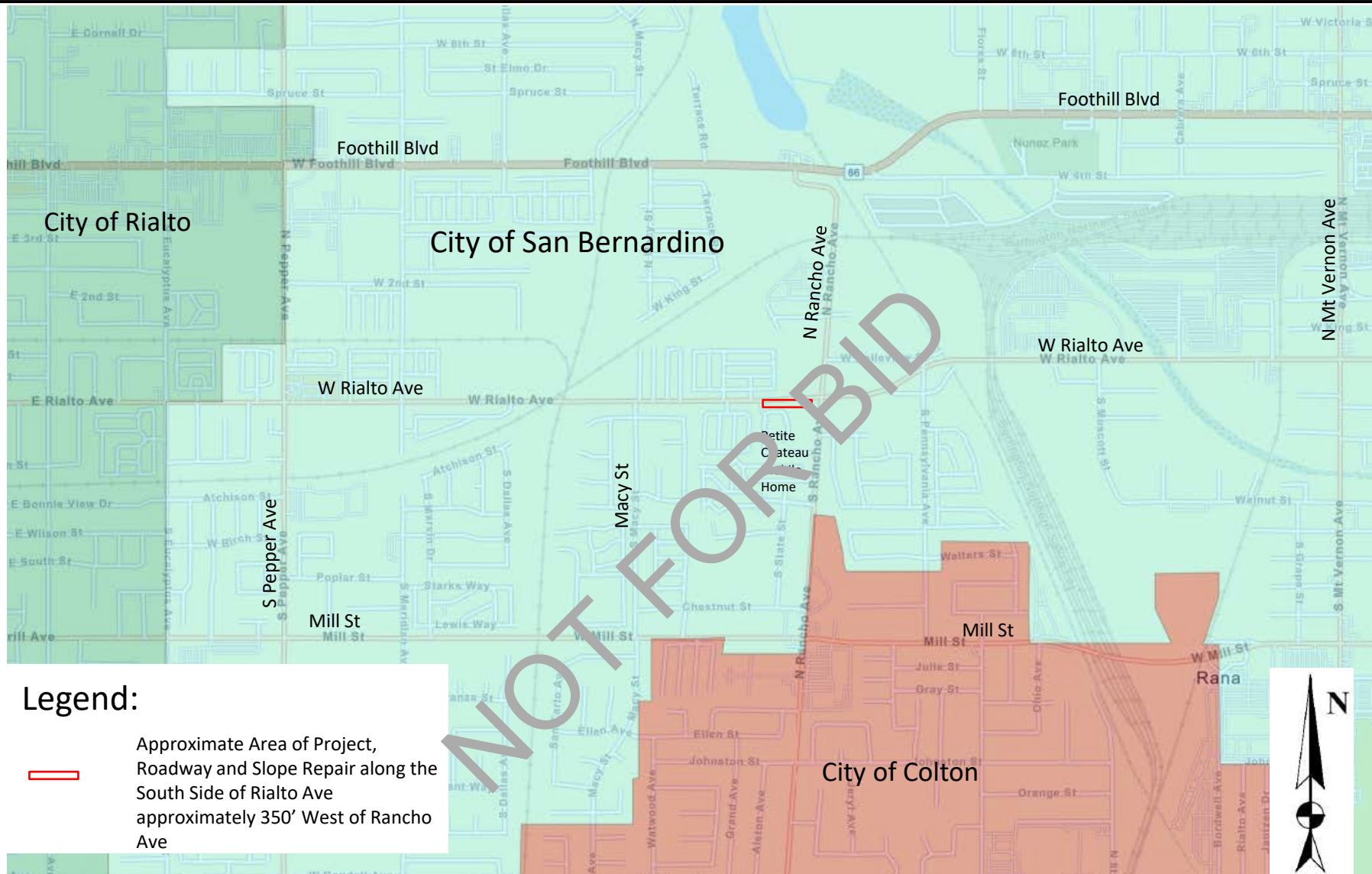
Title

2/24/21

Date

☒ Signed by Lead Agency ☐ Signed by Applicant

Date received for filing at OPR: N/A



COUNTY OF SAN BERNARDINO  
DEPARTMENT OF PUBLIC WORKS

**Flood Zone 2**  
**Work Order: F02796**



## LOCATION MAP

**Rialto Avenue Roadway and Slope Repair Project**  
**Approximately 350 ft. West of Rancho Avenue**





# Interoffice Memo

**DATE** February 25, 2020

**PHONE** 387-8109

**FROM** HAROLD ZAMORA, Supervising Planner  
Environmental Management Division

**MAIL CODE** 0835

**TO** MERVAT MIKHAIL, P.E., Chief  
Transportation Design Division

File: F02796

**SUBJECT** CEQA EXEMPTION: EMERGENCY REPAIRS OF RIAL TO AVE APPROX. 350-  
FEET WEST OF INTERSECTION OF RANCHO AVE

## BACKGROUND INFORMATION

The project consists of: the emergency repairs of Rialto Avenue approximately 350-feet west of the intersection of Rancho Ave. These activities include the replacement of damaged asphalt concrete roadway, the replacement of curb and gutter, and the placement of engineered backfill in an effort to rebuild the eroded slope. All repairs shall be in kind as this Notice of Exemption has been prepared to mitigate an emergency situation. The project is located within the City San Bernardino.

## ENVIRONMENTAL DETERMINATION

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

The proposed project qualifies under the emergency exemption per the CEQA guidelines 15269 (b) and (c), which allows for emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare. Emergency repairs include those that require a reasonable amount of planning to address an anticipated emergency.

In order to qualify for these exemptions, the following condition(s) shall be observed.

## GENERAL CONDITIONS

1. All work, including equipment staging, will remain on disturbed areas. No new work outside disturbed areas or existing rights-of-way will be performed without further environmental evaluation.
2. Standard best management practices shall be implemented during all maintenance activities, especially those pertaining to dust control, erosion control, and storm water 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 other trash generated on the worksite shall be removed from the site daily. Please contact EMD at (909) 387-8109 with any questions.

## BIOLOGICAL RESOURCE CONDITIONS

1. To avoid impacts to any nesting migratory birds, project activities shall be conducted outside of bird nesting season (March 1 through August 31). If the maintenance project is scheduled during the nesting season, pre-construction nest survey(s) are required to ensure that impacts to nesting birds are avoided. The last survey is to be conducted within three days prior to the start of work. If occupied nests are observed within the project area, the qualified biologist shall flag off the area(s) supporting bird nest(s) to provide a buffer (size of buffer will be dependent of the species found to be nesting at the discretion of the biologist), between the nest(s) and limits of maintenance. The biologist shall provide appropriate recommendations to ensure that no "take" results from the subject maintenance activities in the vicinity of flagged nest(s). If the surveys are negative maintenance activities can proceed as proposed. Please contact EMD at (909) 387-8109 to schedule pre-construction nest surveys.

It is our opinion that the Emergency Repairs to Rialto Avenue meets the criteria for an exemption under Section 15269 of the CEQA Guidelines. To complete the Emergency Categorical Exemption process, I recommend that a Notice of Exemption, together with the required fee, be filed with the Clerk of the Board of Supervisors of the County of San Bernardino.

Should you need further information or have any questions, please contact Mindy Davis, at 7-8113.

HZ:MD ms

Attachments: Notice of Exemption

cc: Eloy Ruvalcaba  
Ellie Hargrove

January 27, 2021

San Bernardino County, Department of Public Works  
825 East Third Street, Room 145  
San Bernardino, California 92415



Attn: Eloy Ruvalcaba  
P: 909-387-7974  
E: eruvalcaba@dpw.sbcounty.gov

Re: Geotechnical Engineering Report  
Slope Repair and Pavement Recommendations  
San Bernardino, California  
Terracon Project No. CB215001

Dear Mr. Ruvalcaba:

We have completed the Geotechnical Engineering services for the above referenced project. This study was performed in general accordance with Terracon Proposal No. PCB215001 dated January 12, 2021. This letter report presents the findings of the laboratory testing and engineering evaluation and provides geotechnical recommendations concerning earthwork and repair of the eroded slope and pavement for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

**Terracon Consultants, Inc.**

John S. McKeown, E.C. 2396  
Senior Geologist

Keith P. Askew, G.E.  
Department Manager

**Geotechnical Engineering Report**  
**Slope Repair and Pavement Recommendations**  
**San Bernardino, California**  
**Terracon Project No. CB215001**  
**January 27, 2021**

## **INTRODUCTION**

The purpose of our services is to provide information and geotechnical engineering recommendations relative to the repair of the eroded slope and damaged asphalt concrete (AC) along the south side of Rialto Avenue and west of Rancho Avenue in the City of San Bernardino. Provided herein are our recommendations for slope repair including anticipated subsurface soil conditions, site preparation for earthwork, earthwork considerations for placement of fill to rebuild the slope, and pavement subgrade and section recommendations for the roadway.

The scope of our services included performing geologic field review of site conditions, retrieving bulk samples of soil materials within the eroded slope area, laboratory testing, evaluating the stability of the slope, and preparing this letter report. Additionally, our scope included performing laboratory R-value testing on a sample of subgrade materials for use in determining pavement sections for repair of the AC. Attached are maps depicting the Site Location and Site Plan.

## **SITE CONDITIONS**

The eroded area is along the south side of Rialto Avenue approximately 300 feet west of Rancho Avenue in the City of San Bernardino. The area is approximately 350 feet long and includes an undermined curb and gutter, undermined AC pavement extending to within the southern lane of Rialto Avenue, and the eroded soil slope.

The repair area includes the south travel lane of east-bound Rialto Avenue. The roadway is AC, and the slope to the south ascends with a height of approximately 10 feet and had an original inclination of approximately 1.2:1 (horizontal:vertical). The erosion area and undercutting of curb and gutter and asphalt pavement was observed along the east-bound right lane of Rialto Avenue included a portion of slope ascending from Rialto Avenue to residential property at the top of slope. A fence runs along the top of slope, and utilities run near the toe of slope and include power-poles and possibly buried utilities.

The native eroded materials from the slope generally consist of fine- to coarse-grained sands with varying amounts of gravel (alluvium). Fill soils within the roadway area are generally comprised of silty sands. The eroded soils from the slope have been stockpiled just east of the eroded area, and additional materials have been imported (reportedly Class 2 base) and placed within the

eroded areas for temporary stability. Topographic survey information collected after the erosion occurred and subsequent to the placement of the temporary soils for stability was provided to us as an electronic CAD file via email from you.

## **LABORATORY TESTING**

Laboratory testing was performed on bulk samples of on-site eroded native material stockpiled east of the erosion area (see attached Site Plan). This material is proposed to be used as fill soils during grading and rebuilding the slope. Testing included soil classification, maximum dry density determination (Proctor), direct shear strength on remolded samples, and R-value determination. Results of the laboratory testing are presented as attachments to this report.

## **SLOPE STABILITY ANALYSIS**

Slope stability analysis was performed to evaluate the factor of safety (FOS) against failure of the slope when repaired to a configuration with inclination of 1.2:1, and height on the order of 10 feet. We performed the analysis using the current topographic information provided, proposed slope configuration, assumed benching and removal of unsuitable soils, and estimated shear strengths for the native and proposed fill soils. The slope stability program SLIDE (version 8.06, Rocscience) was used to model the slope for static and seismic conditions. The seismic condition was modeled with a horizontal seismic load  $K_h = 0.25$  based on the site location in a moderate-to high-shaking potential seismic region.

Shear strengths used in the analysis were based on the laboratory test results of the anticipated fill materials proposed to rebuild the slope. Estimated shear strengths for the existing native, slope-forming material were based on the assumption that the materials are in a strained condition resulting from the erosion prior to stabilization with temporary imported fill. The actual strength of native material is likely higher based on our observations of a slight cementation and steep erosion cut.

The results of slope stability analyses are attached. Included on the figures are the soil strength parameters used for the analysis and given configuration. Based on the analysis, the results indicate that the slope would have a FOS against failure of 1.5, when configured to an inclination of approximately 1.2:1 and to a height of approximately 10 feet.

## **EARTHWORK RECOMMENDATIONS**

Earthwork is anticipated to include removal of damaged pavement and concrete (curb and gutter), excavation to suitable subgrade, establishment of a keyway along the slope repair zone, and fill

placement with limited benching into the native slope material. We assume that existing pavements will be saw cut to provide clean margins for removal. The following sections provide recommendations for use in the preparation of specifications for the repair work. We anticipate that earthwork and slope repair will be completed prior to forming and pouring of the concrete curb and gutter. This may require over building the lower portion of the slope and trimming back to final surface.

### **Site and Subgrade Preparation**

Prior to placing fill, existing debris, unsuitable native soils, and temporary fills should be removed. Trees rooted on the existing slope should remain undisturbed as practical. Care should be taken not to excessively disturb or excavate into (bench) existing native slope forming materials until the time that permanent fill is placed and compacted.

Fill beneath former curb and gutter and adjacent pavement may have been previously placed in a controlled manner; however, we have no records indicating the degree of control. Based on site observations of the erosion area, the soils beneath curb and gutter and pavement areas are consistent with native materials; therefore, it appears that existing fills are minimal in depth or lateral extent. This condition may be verified during subgrade removals and site preparation work.

We recommend the existing soils within proposed paved or flatwork areas be removed to a depth of 1 foot below the existing eroded surfaces or 2 feet below the proposed grades, whichever is greater. The subgrade beneath pavement areas should be moisture conditioned as necessary to near optimum moisture content and proof rolled with adequately loaded equipment or non-vibratory means. The proof rolling should be performed under the direction of the Geotechnical Engineer. Areas excessively deflecting under the proof roll should be delineated and subsequently addressed by the Geotechnical Engineer. Such areas should either be removed or modified by stabilizing with gravel. Excessively wet or dry material should either be removed, or moisture conditioned and re-compacted.

Cavities created by removal of subsurface obstructions, such as structures or trees stocks, should be thoroughly cleaned of loose soil, organic matter and other deleterious materials, shaped to provide access for construction equipment, and backfilled as recommended for site fill.

To temporary stabilize the eroded slope and undermined areas, fill material was previously imported and stockpiled at the toe of slope. This material should be completely removed to expose the eroded native surfaces prior to surface preparation for the placement of engineered fill soils. The material is reportedly Caltrans Class 2 base material and appears to be suitable for re-use and placement as engineered fill.

## **Grading and Placement of Fill**

We recommend that at a minimum, the upper 12 inches of native soils beyond the eroded surfaces within the repair areas be removed and recompacted. Additional removal or overexcavation may be necessary, depending on the density and condition of the underlying soils. A minimum relative compaction of at least 85 percent of the laboratory maximum dry density (ASTM D1557) may be utilized as preliminary quantitative criteria to supplement Terracon representative's qualitative determination of suitable base of excavation.

A keyway extending along the toe of slope should be excavated with dimensions of approximately 13 feet wide and at a depth of at least 2 feet below the proposed finish roadway. The keyway should be wide enough to allow equipment access for compaction of fills and should also extend laterally into the slope a minimum distance of 5 feet from the proposed curb or until native material is encountered, whichever is wider. The dimensions of the proposed key are depicted on the slope stability analysis plates. The bottoms of all excavations and the keyway should be observed and approved by a Terracon representative.

The bottom of this excavation should then be scarified to a depth of at least 10 inches, brought to near optimum moisture content, and recompacted to a minimum of 90 percent relative compaction in accordance with ASTM D1557 prior to refilling the excavation to the required grade as properly compacted fill. Based upon the subsurface conditions observed, subgrade soils exposed during construction are anticipated to be relatively workable. However, the workability of the subgrade may be affected by precipitation, repetitive construction traffic or other factors. If unworkable conditions develop, workability may be improved by scarifying and drying.

All fill materials should be inorganic soils free of vegetation, debris, and fragments larger than three inches in size. Pea gravel or other similar non-cementitious, poorly-graded materials should not be used as fill or backfill without the prior approval of the geotechnical engineer. The contractor shall notify the Geotechnical Engineer of import sources sufficiently ahead of their use so that the sources can be observed and approved as to the physical characteristic of the import material.

Engineered fill should be placed and compacted in horizontal lifts, using equipment and procedures that will produce recommended moisture contents and densities throughout the lift. Engineered fill should be compacted to a minimum relative compaction of 95 percent of the maximum dry density as determined by ASTM D1557 within the keyway, below curb and gutter, and within 1 foot of finished pavement subgrade. Engineered fill placed within the slope for the slope repair should be compacted to a minimum relative compaction of 90 percent of the maximum dry density per ASTM D1557. The compaction on the face of slopes should be confirmed with density testing, and achieving the specified compaction may require effort with specialized equipment. The process of overbuilding the slope and cutting back to finish grade is acceptable, provided the slope face achieves the required relative compaction.



Placement of engineered fill should be benched into the native materials as placement progresses. Benches should be horizontal and extend approximately 2 feet horizontally and result in a 2-foot vertical backcut. Fills should be placed in lifts of 8 inches or less in loose thickness when heavy, self-propelled compaction equipment is used and in lifts of 4 to 6 inches in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is used. A compaction wheel may be utilized to roll and condition the upper portion of the slope repair where benching is not achievable.

## **Drainage**

Positive drainage should be provided during construction and maintained throughout the life of the slope and roadways. Infiltration of water into utility trenches or excavations should be prevented during construction. Planters and other surface features which could retain water in areas within the slopes or adjacent to pavements should be sealed or eliminated.

## **Earthwork Construction Considerations**

As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, and in accordance with any applicable local, and/or state regulations.

Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety, or the contractor's activities; such responsibility shall neither be implied nor inferred.

## **Construction Observation and Testing**

The geotechnical engineer should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation, proof-rolling, placement and compaction of controlled compacted fills, backfilling of excavations to the completed subgrade.

The exposed subgrade and each lift of compacted fill should be tested, evaluated, and reworked as necessary until approved by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill should be tested for density and water content at a frequency of at least one test for every 2,500 square feet of compacted fill. One density and water content test for every 50 linear feet of compacted utility trench backfill.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project provides the



continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including assessing variations and associated design changes.

## **Slope Maintenance**

The soils proposed for the slope and on the site are susceptible to erosion by wind and running water. We recommend that the slopes be protected or planted as soon as possible after completion to prevent erosion. If watering is necessary to sustain plant growth on slopes, the watering program should be monitored to assure proper operation of the water system and to prevent over watering. Measures should be provided to prevent surface water from flowing over slope faces.

## **PAVEMENTS**

### **General Pavement Comments**

Pavement designs are for various traffic conditions and pavement life conditions as indicated the following sections of this report. A critical aspect of pavement performance is site preparation. Pavement designs noted in this section are applicable to the site which has been prepared as recommended in this report.

### **Pavement Design Parameters**

Design of asphalt concrete (AC) pavements is based on the procedures outlined in the Caltrans Highway Design Manual (Caltrans, 2016). One sample was tested to determine the Resistance Value (R-value). The test resulted in an R-value of 64. The Caltrans Highway Design Manual recommends the R-value of underlying subgrade soils be limited to no more than 50 for design; as such 50 was used to calculate the AC pavement thickness sections. A modulus of subgrade reaction of 200 pci and a modulus of rupture of 500 psi were used for the PCC pavement designs.

The structural sections are predicated upon utility trench backfill and the subgrade soils within the upper 12 inches and all aggregate base material be compacted to a minimum relative compaction of 95 percent of the maximum dry density as determined in accordance with ASTM D 1557. The aggregate base should meet Caltrans requirements for Class 2 base.

The pavement designs were based upon the results of preliminary sampling and testing and should be verified by additional sampling and testing during construction when the actual subgrade soils are exposed.

### **Pavement Section Thicknesses**

The following table provides options for AC Sections dependent upon Traffic Indices anticipated.

## Geotechnical Engineering Report

Slope Repair and Pavement Recommendations ■ San Bernardino, California  
January 27, 2021 ■ Terracon Project No. CB215001



Assumed Traffic Index	Recommended Structural Section
5	3" HMA <sup>1</sup> /4" Class 2 AB <sup>2</sup>
7	4.5" HMA <sup>1</sup> /4" Class 2 AB <sup>2</sup>
9	5.5" HMA <sup>1</sup> /4" Class 2 AB <sup>2</sup>
11	7.5" HMA <sup>1</sup> /4" Class 2 AB <sup>2</sup>

1. Hot Mix Asphalt
2. Aggregate Base

Recommended structural sections were calculated based on assumed TI and our preliminary sampling and testing. Terracon does not practice traffic engineering. We recommend that the project civil engineer or traffic engineer determine which TI is appropriate for this project and select a suitable pavement section accordingly. Curb and gutters, sidewalks, and any drainage swales should be designed in accordance with the local agency standards.

### Pavement Drainage

Pavements should be sloped to provide rapid drainage of surface water. Water allowed to pond on or adjacent to the pavements could saturate the subgrade and contribute to premature pavement deterioration. In addition, the pavement subgrade should be graded to provide positive drainage within the granular base section. Appropriate sub-drainage or connection to a suitable daylight outlet should be provided to remove water from the granular subbase.

### Pavement Maintenance

The pavement sections represent minimum recommended thicknesses and, as such, periodic maintenance should be anticipated. Therefore, preventive maintenance should be planned and provided for through an on-going pavement management program. Maintenance activities are intended to slow the rate of pavement deterioration and to preserve the pavement investment. Maintenance consists of both localized maintenance (e.g., crack and joint sealing and patching) and global maintenance (e.g., surface sealing). Preventive maintenance is usually the priority when implementing a pavement maintenance program. Additional engineering observation is recommended to determine the type and extent of a cost-effective program. Even with periodic maintenance, some movements and related cracking may still occur and repairs may be required.

Pavement performance is affected by its surroundings. In addition to providing preventive maintenance, the civil engineer should consider the following recommendations in the design and layout of pavements:

- n Final grade adjacent to paved areas should slope down from the edges at a minimum 2 percent.
- n Subgrade and pavement surfaces should have a minimum 2 percent slope to promote proper surface drainage.
- n Install below pavement drainage systems surrounding areas anticipated for frequent wetting.
- n Install joint sealant and seal cracks immediately.
- n Seal all landscaped areas in or adjacent to pavements to reduce moisture migration to subgrade soils.
- n Place compacted, low permeability backfill against the exterior side of curb and gutter.
- n Place curb, gutter and/or sidewalk directly on clay subgrade soils rather than on unbound granular base course materials.

## GENERAL COMMENTS

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site observation, sampling, and laboratory testing. Natural variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client, and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

## Geotechnical Engineering Report

Slope Repair and Pavement Recommendations ■ San Bernardino, California  
January 27, 2021 ■ Terracon Project No. CB215001



Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

NOT FOR BID

## ATTACHMENTS

NOT FOR BID



## SITE LOCATION

Slope Repair and Pavement Recommendations ■ San Bernardino, California

January 27, 2021 ■ Terracon Project No. CB215001

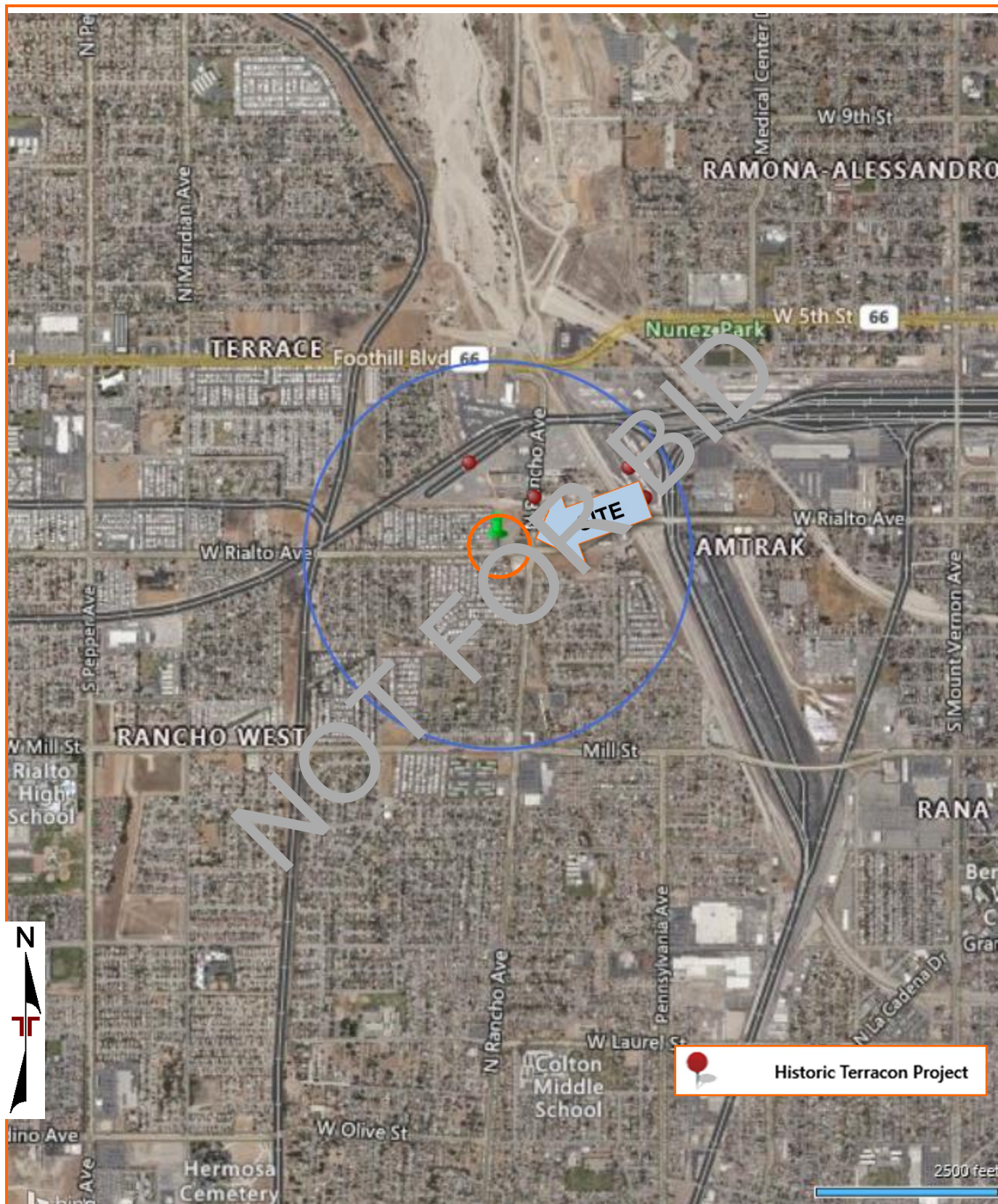


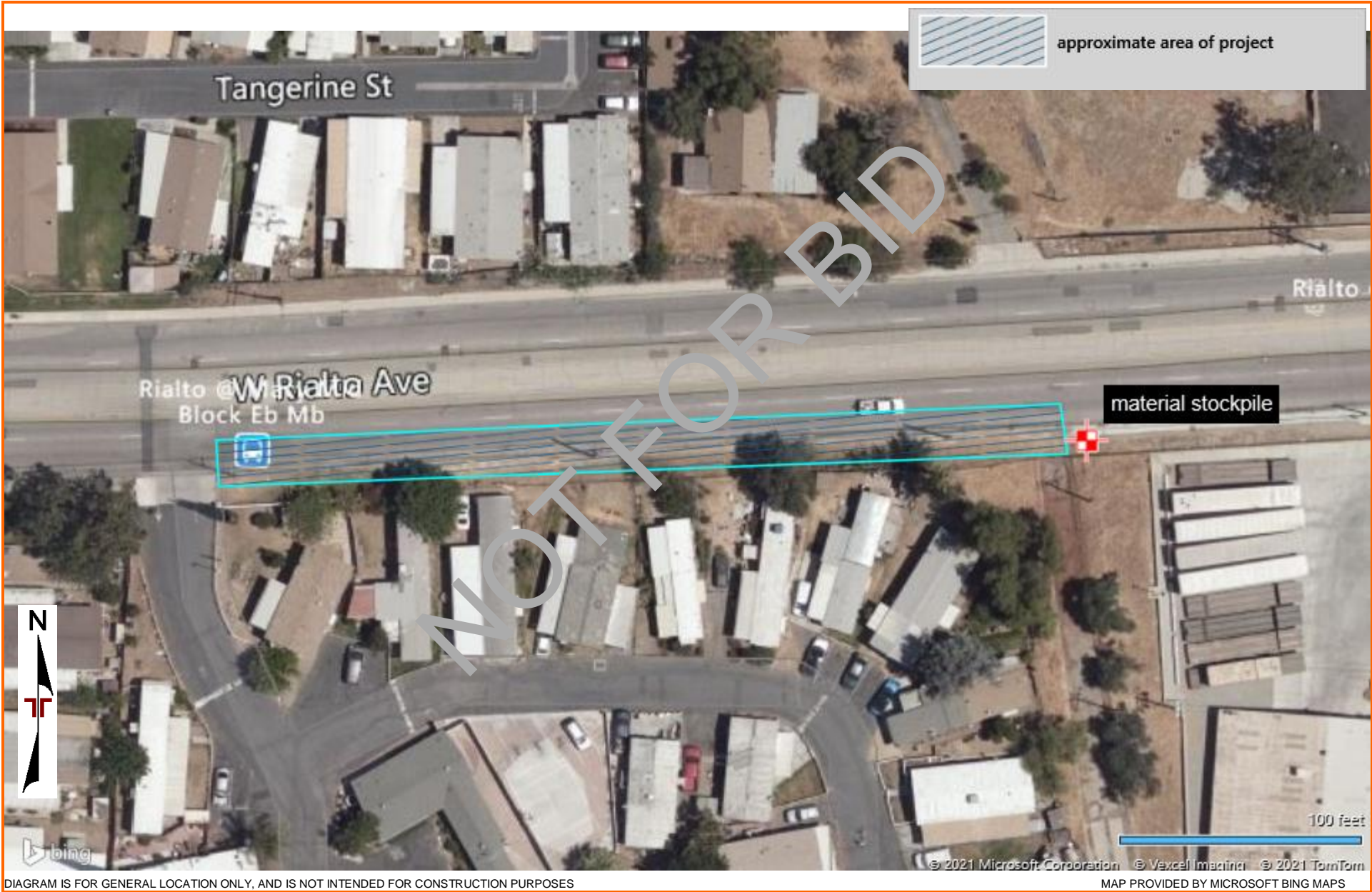
DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS



**SITE PLAN**

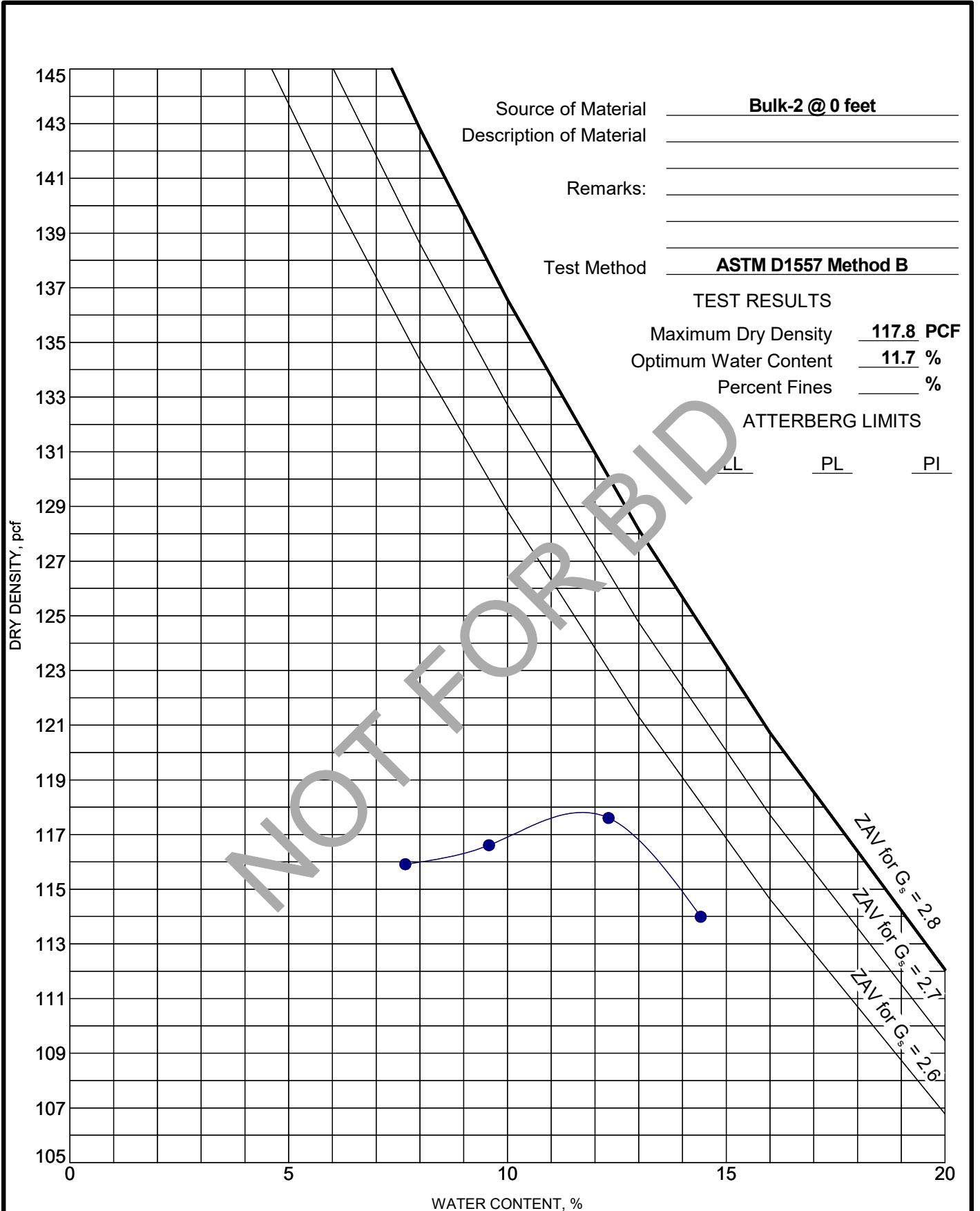
Slope Repair and Pavement Recommendations ■ San Bernardino, California  
January 27, 2021 ■ Terracon Proposal No. PCB215001



# MOISTURE-DENSITY RELATIONSHIP

ASTM D698/D1557

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. COMPACTON - V1 CB215001 RIALTO AVENUE E R.G.P.J. 02195238 US 50 AND CHIPMAN.GPJ 1/25/21



Source of Material Bulk-2 @ 0 feet  
 Description of Material \_\_\_\_\_  
 Remarks: \_\_\_\_\_  
 Test Method ASTM D1557 Method B

## TEST RESULTS

Maximum Dry Density 117.8 PCF  
 Optimum Water Content 11.7 %  
 Percent Fines \_\_\_\_\_ %

## ATTERBERG LIMITS

LL \_\_\_\_\_ PL \_\_\_\_\_ PI \_\_\_\_\_

PROJECT: Rialto Avenue E Repairs

SITE: Rialto Avenue  
 San Bernardino County, CA

**Terracon**  
 1355 E Cooley Dr, Ste C  
 Colton, CA

PROJECT NUMBER: CB215001

CLIENT: County of San Bernardino Public  
 Works  
 San Bernardino, CA

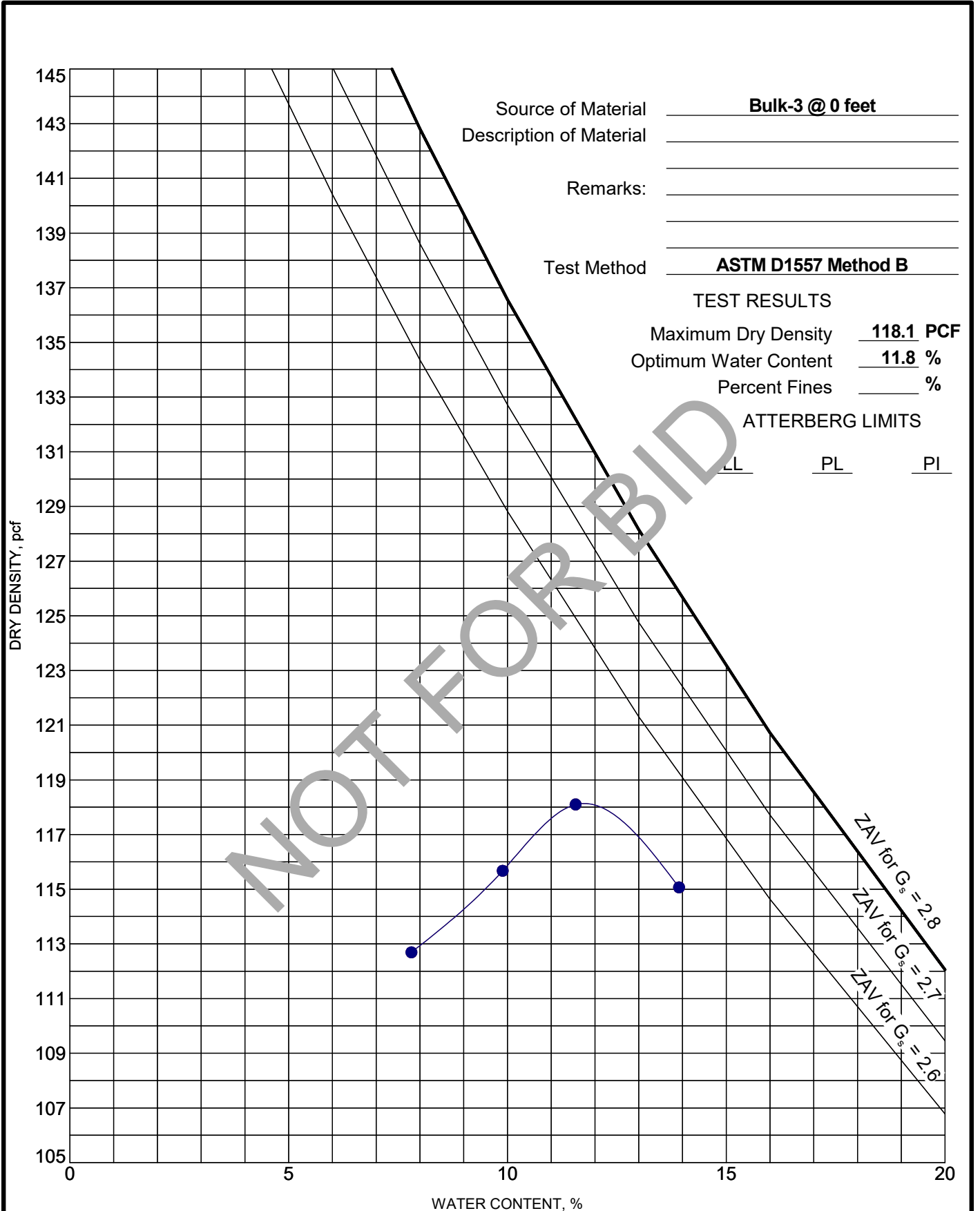
EXHIBIT: B-1



# MOISTURE-DENSITY RELATIONSHIP

## ASTM D698/D1557

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. COMPACTON - V1 CB215001 RIALTO AVENUE E R.G.P.J. 02195238 US 50 AND CHIPMAN.GPJ 1/25/21



Source of Material Bulk-3 @ 0 feet

Description of Material \_\_\_\_\_

Remarks: \_\_\_\_\_

Test Method ASTM D1557 Method B

### TEST RESULTS

Maximum Dry Density 118.1 PCF

Optimum Water Content 11.8 %

Percent Fines \_\_\_\_\_ %

### ATTERBERG LIMITS

LL \_\_\_\_\_ PL \_\_\_\_\_ PI \_\_\_\_\_

PROJECT: Rialto Avenue E Repairs

SITE: Rialto Avenue  
San Bernardino County, CA

Terracon

1355 E Cooley Dr, Ste C  
Colton, CA

PROJECT NUMBER: CB215001

CLIENT: County of San Bernardino Public Works  
San Bernardino, CA

EXHIBIT: B-1

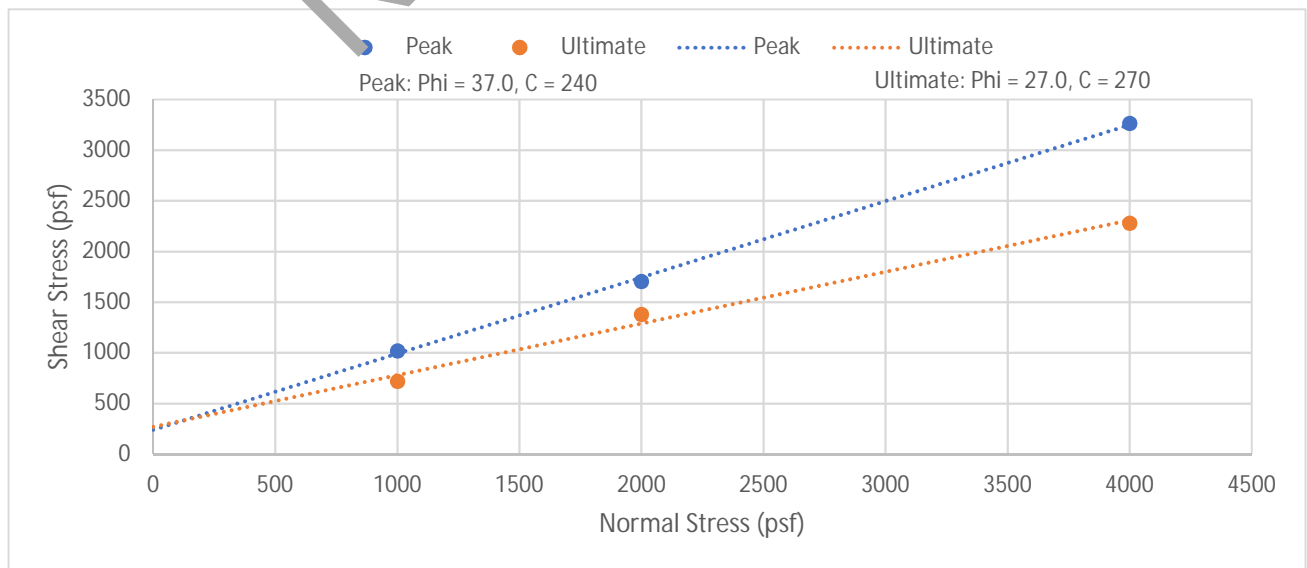
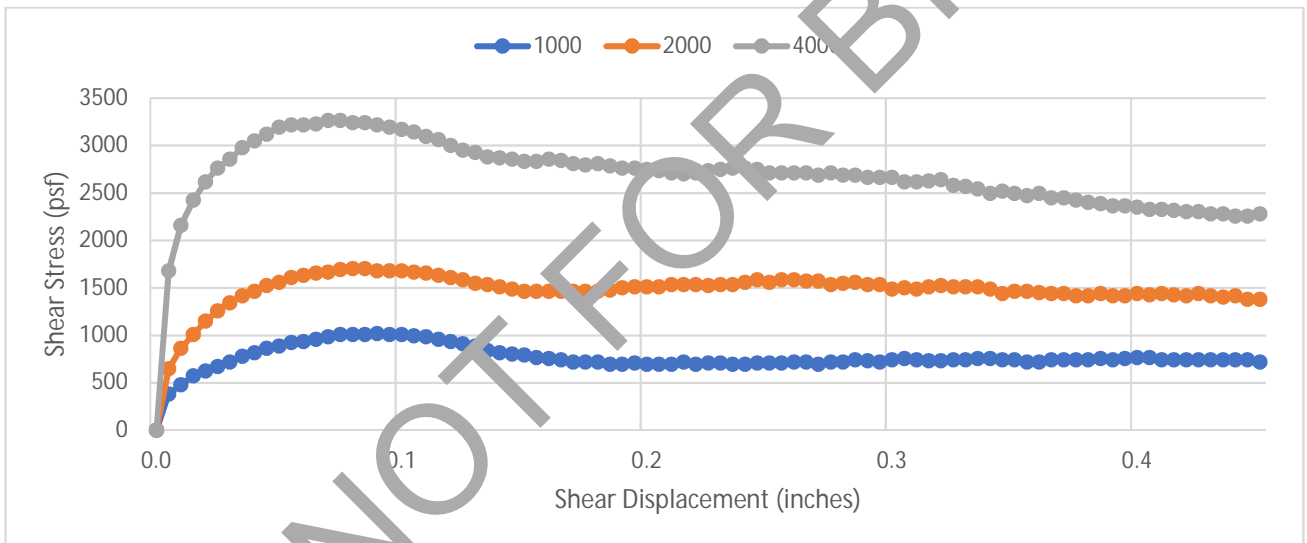
# Direct Shear Test Results ASTM D3080

Client: County of San Bernardino Public Works  
Project Name: Rialto Ave E Repairs  
Project No.: CB215001  
Boring No.: 2  
Sample No.: 1 Depth: 0 ft  
Soil Description: Sand with Gravel (SP)

# Terracon

Test Date: 1/20/2021

Wet Unit Weight (pcf)	Dry Unit Weight (pcf)	Moisture (%)	Normal Stress (psf)	Peak Shear Stress (psf)	Ultimate Shear Stress (psf)
			1000	1020	720
			2000	1704	1380
			4000	3264	2280



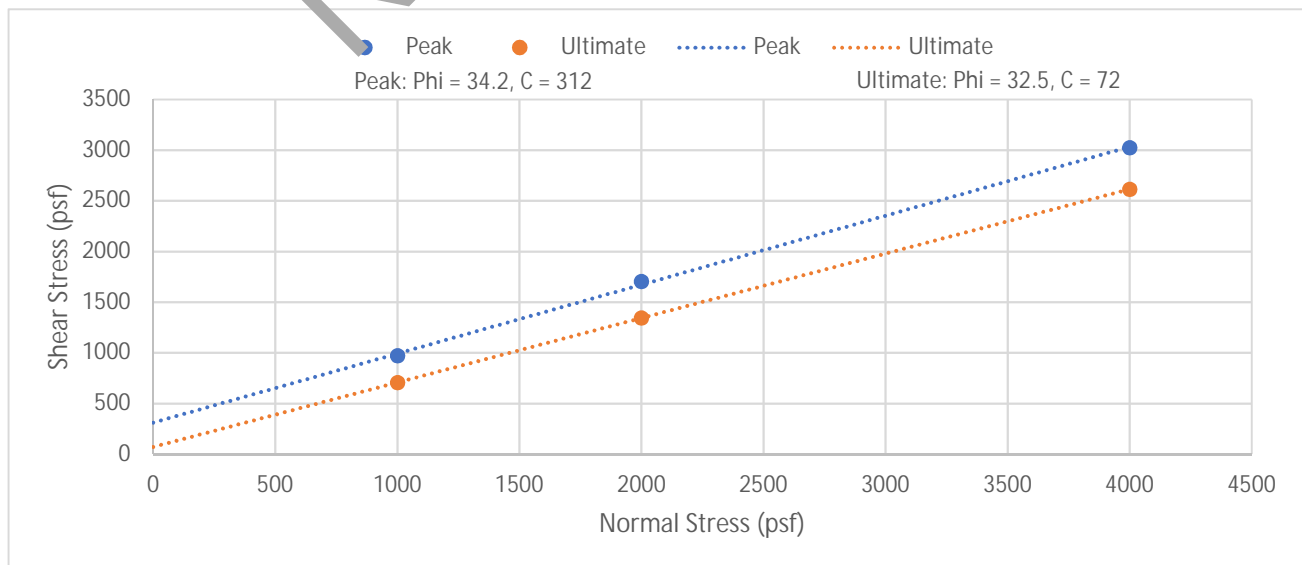
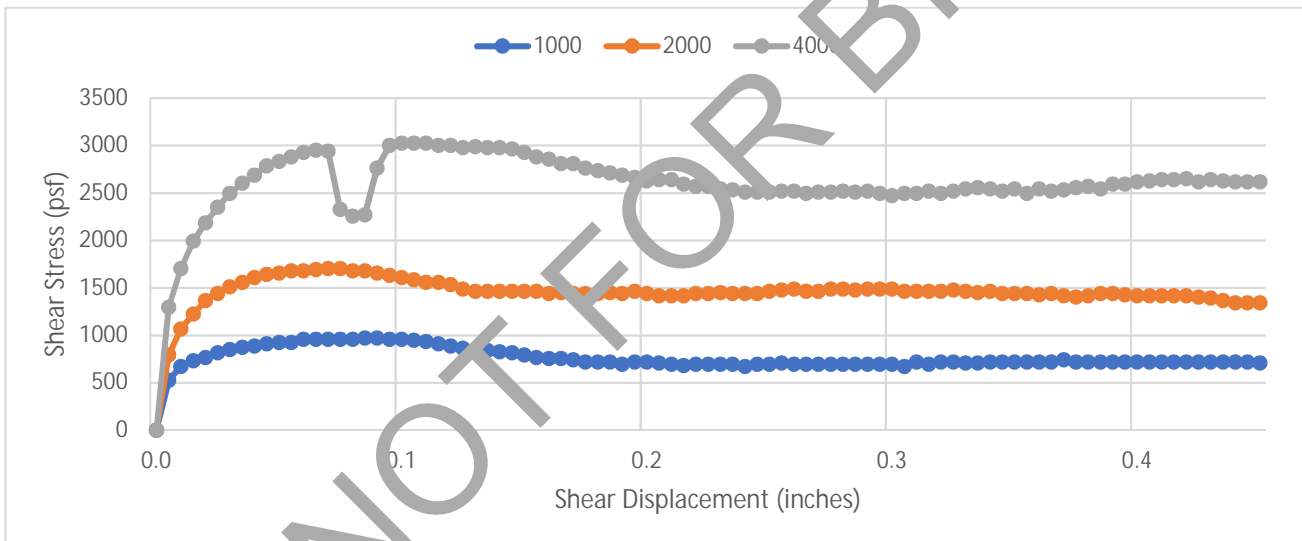
# Direct Shear Test Results ASTM D3080

Client: County of San Bernardino Public Works  
Project Name: Rialto Ave E Repairs  
Project No.: CB215001  
Boring No.: 3  
Sample No.: 1 Depth: 0 ft  
Soil Description: Well Graded Sand with Gravel (SW)

# Terracon

Test Date: 1/21/2021

Wet Unit Weight (pcf)	Dry Unit Weight (pcf)	Moisture (%)	Normal Stress (psf)	Peak Shear Stress (psf)	Ultimate Shear Stress (psf)
			1000	972	708
			2000	1704	1344
			4000	3024	2616



Job No. CB215001  
Date. 1/21/2021

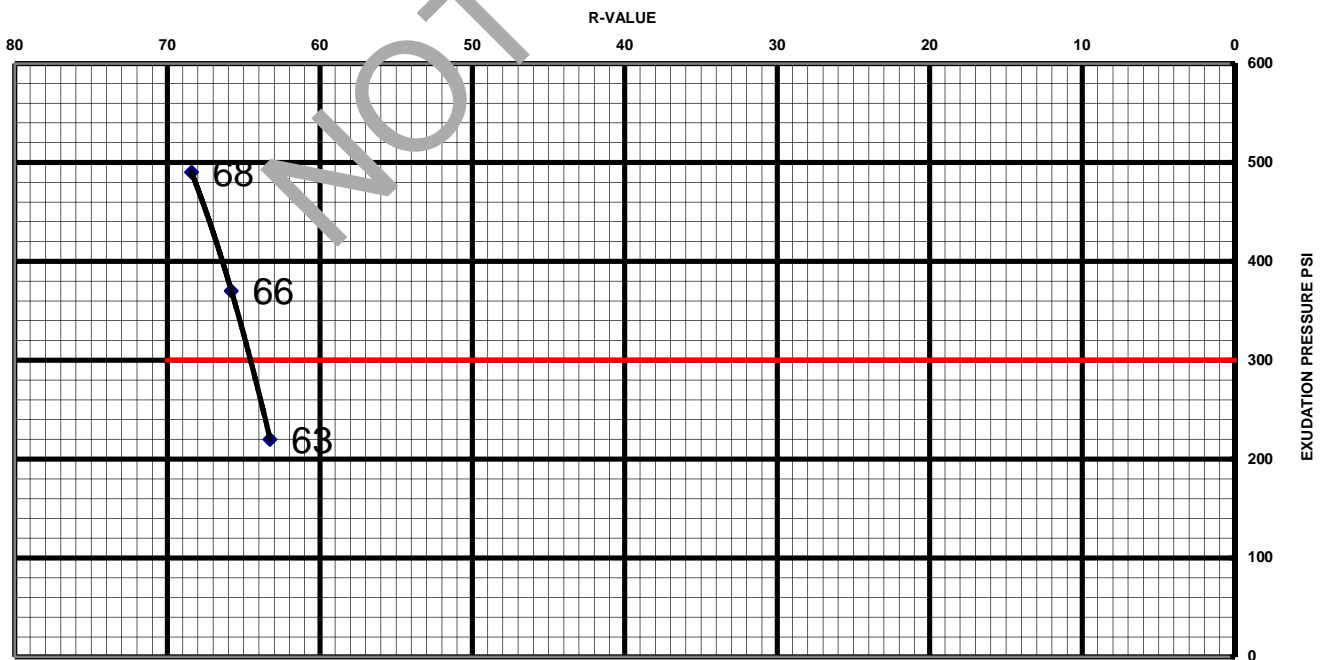
**LABORATORY RECORD OF TESTS MADE ON  
BASE, SUBBASE, AND BASEMENT SOILS**

**CLIENT:** County of San Bernardino  
**PROJECT** Rancho Ave. / Rialto Ave.  
**LOCATION:**  
**R-VALUE # :** Bag #1  
**T.I. :**

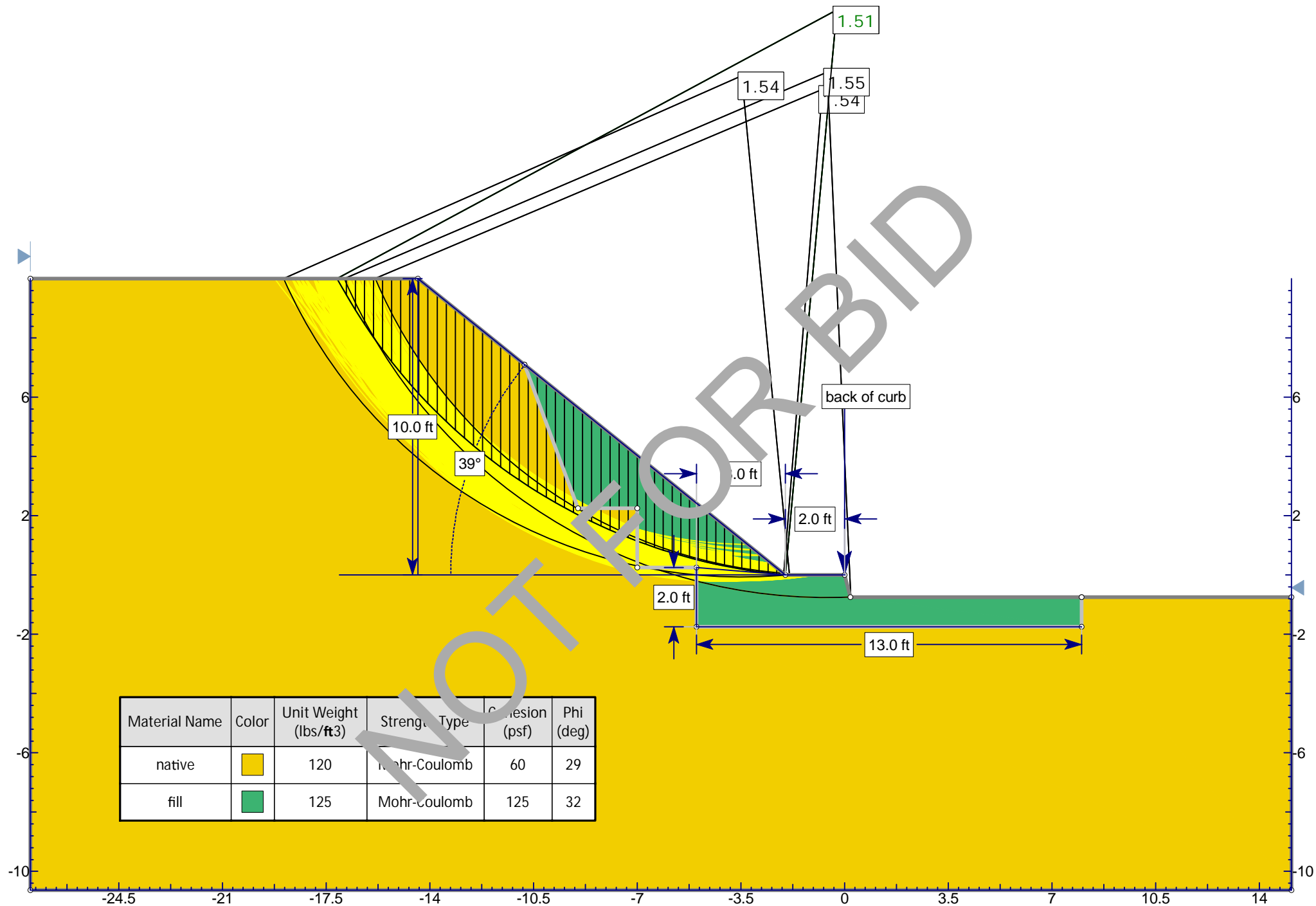
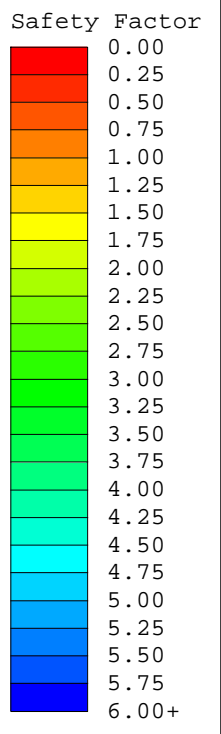
COMPACTOR AIR PRESSURE P.S.I.  
INITIAL MOISTURE %  
WATER ADDED, ML  
WATER ADDED %  
MOISTURE AT COMPACTION %  
HEIGHT OF BRIQUETTE  
WET WEIGHT OF BRIQUETTE  
DENSITY LB. PER CU.FT.  
STABILOMETER PH AT 1000 LBS.  
2000 LBS.  
DISPLACEMENT  
R-VALUE  
EXUDATION PRESSURE  
THICK. INDICATED BY STAB.  
EXPANSION PRESSURE  
THICK. INDICATED BY E.P.

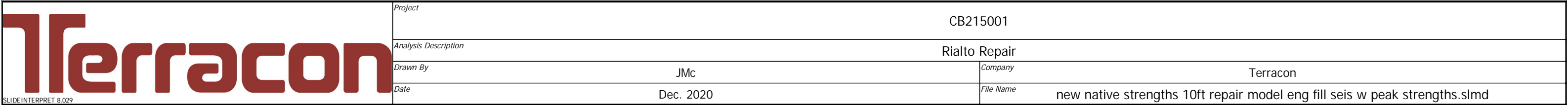
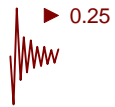
A	B	C	D
350	350	350	
2.4	2.4	2.4	
55	50	45	
5.4	4.9	4.4	
7.8	7.3	6.8	
2.45	2.46	2.45	
1045	1049	1046	
119.9	120.4	121.1	
21	20	18	
36	33	30	
5.00	5.00	5.00	
63	66	68	
220	370	490	
0.00	0.00	0.00	
0	0	0	
0.00	0.00	0.00	

**EXUDATION CHART**



**R-Value: 64**





*Standard and Special Drawings  
(Green Pages)*

*inserted here*

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

**NOTICE TO RESIDENTS (ENGLISH/SPANISH)**

**CITY OF SAN BERNARDINO**

**STD. 200**

**2015 CALTRANS STANDARD PLANS**

**A20A**

**A85**

**A85A**

**H51**

**COUNTY OF SAN BERNARDINO**

**SPEC. DWG. 106**





## NOTICE TO THE RESIDENTS OF RIALTO AVENUE

San Bernardino County Flood Control District has contracted with (Company name) for the (type of work) of (name of road) in the (city) area. The construction shall include (detailed description of work).

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

Normal working hours will be between the hours of \_\_\_\_\_ A.M. and \_\_\_\_\_ P.M. Monday through Friday.

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

1. Do not park your vehicles on the roadway
2. Do not allow water to run on the roadway
3. Do not allow children to play in the roadway
4. Do not place trash cans or other debris on the roadway

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

**Thank you.**

**(Company name)**

**(Company contact name)**

**(Company phone number)**

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



## NOTIFICACIÓN A LOS RESIDENTES DE RIALTO AVENUE

San Bernardino County Flood Control District, a contratado con (Company name) para (type of work) la calle llamada (name of road) en la ciudad de (city). La construcción va a incluir (detailed description of work).

Este trabajo será hecho entre la fecha de (start date) y (end date). Las horas elegidas para hacer este trabajo serán entre las \_\_\_\_\_ de la mañana y \_\_\_\_\_ de la tarde de lunes a viernes.

Habrá letreros indicando que “No Habrá Estacionamiento” en la calle y especificando el horario cuando el trabajo será hecho. Durante el tiempo que estaremos trabajando en la calle, la entrada para el público será limitada y por esta razón pedimos lo siguiente:

1. No estacionen sus vehículos en la calle.
2. No permita que corra el agua hacia la calle.
3. No permita que los niños jueguen en la calle.
4. No ponga los botes de basura o cualquier otra basura en la calle.

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

**Muchas Gracias.**

**(Company name)**

**(Company contact name)**

**(Company phone number)**

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

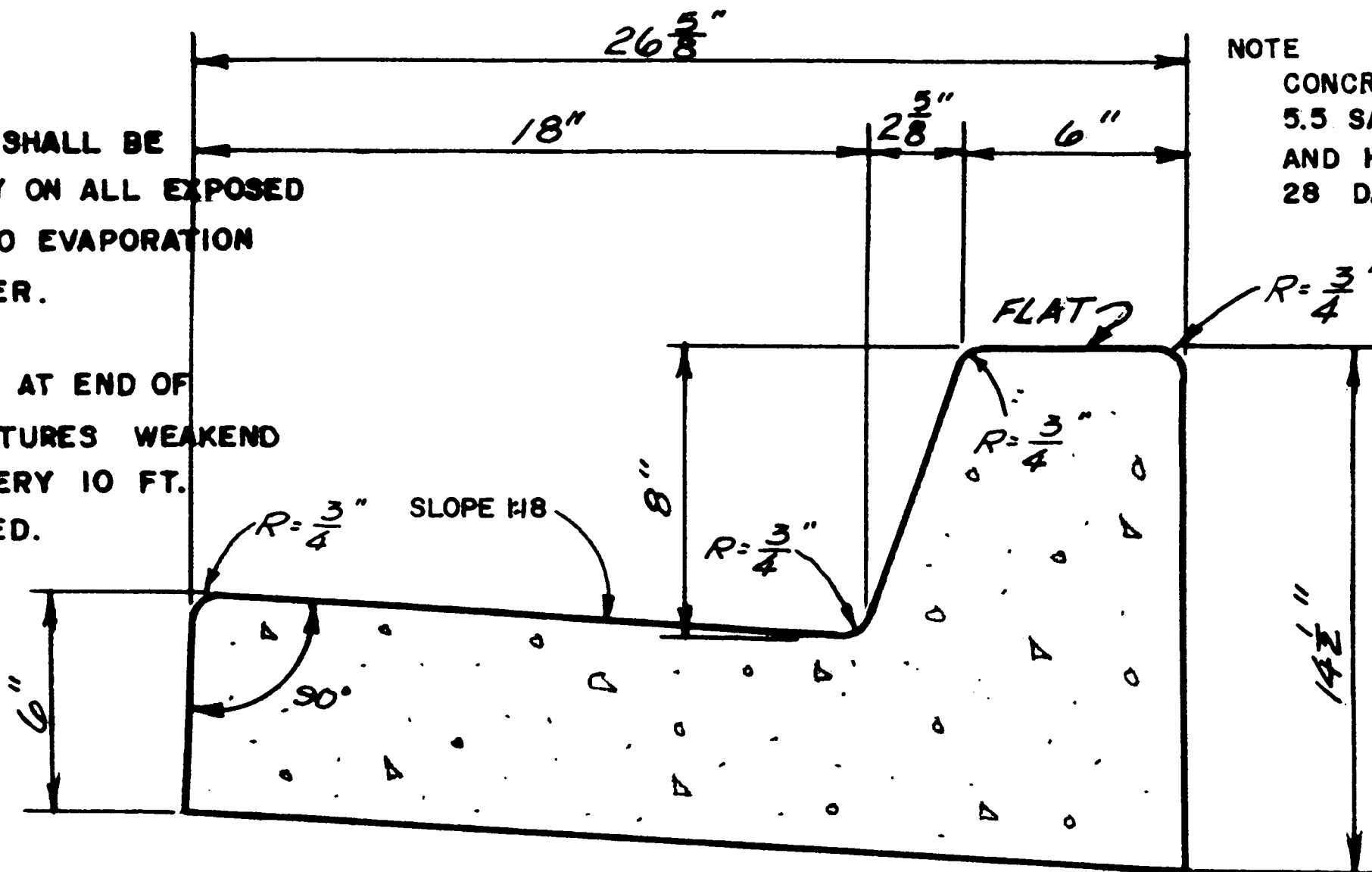
**GENERAL NOTES:**

CURING COMPOUND SHALL BE SPRAYED UNIFORMLY ON ALL EXPOSED SURFACES PRIOR TO EVAPORATION OF SURFACE WATER.

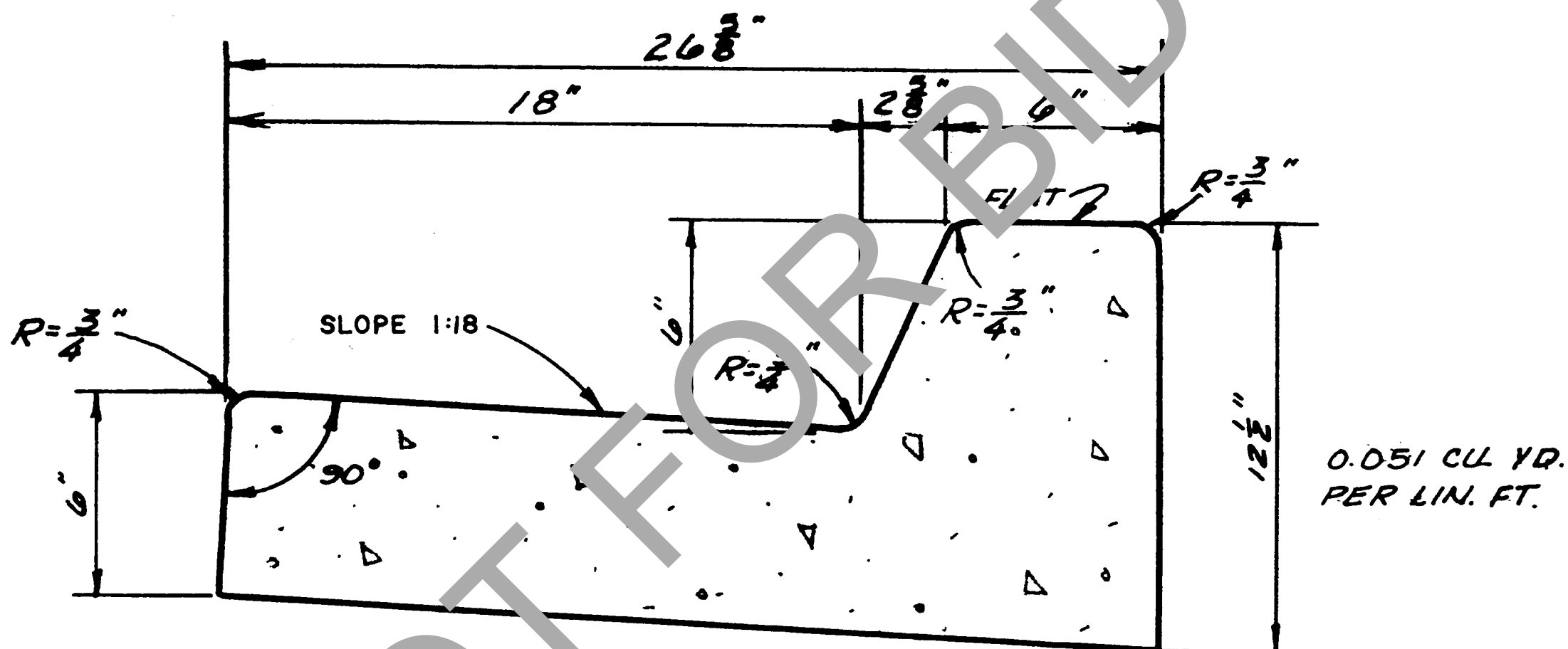
EXPANSION JOINTS AT END OF RETURNS & STRUCTURES WEAKEND PLANE JOINTS EVERY 10 FT. OR AS INSTRUCTED.

**NOTE**

CONCRETE MUST BE AT LEAST 5.5 SACK MIX (520-C-2500) AND HOLD 2500 P.S.I. IN 28 DAYS.

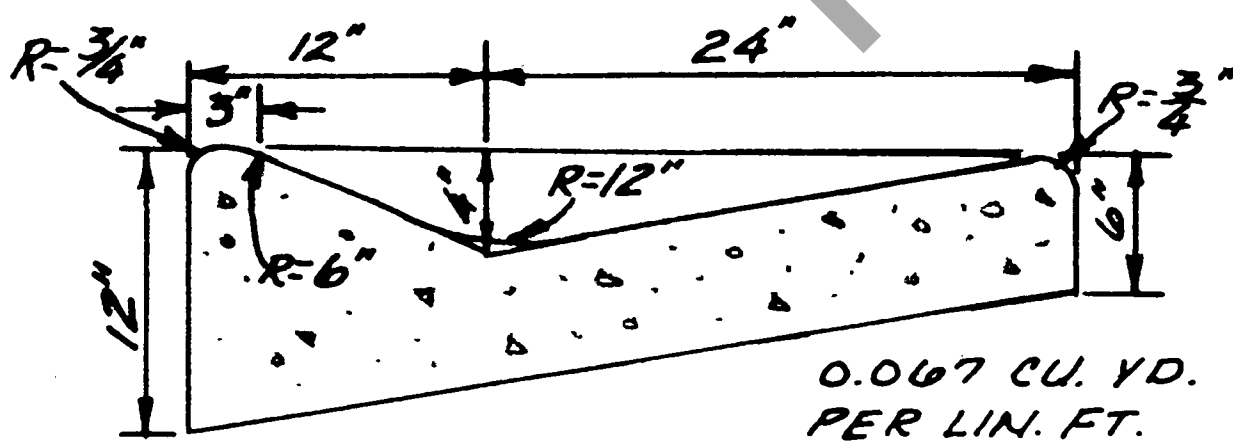


**TYPE "B" P.C.C. CURB & GUTTER**



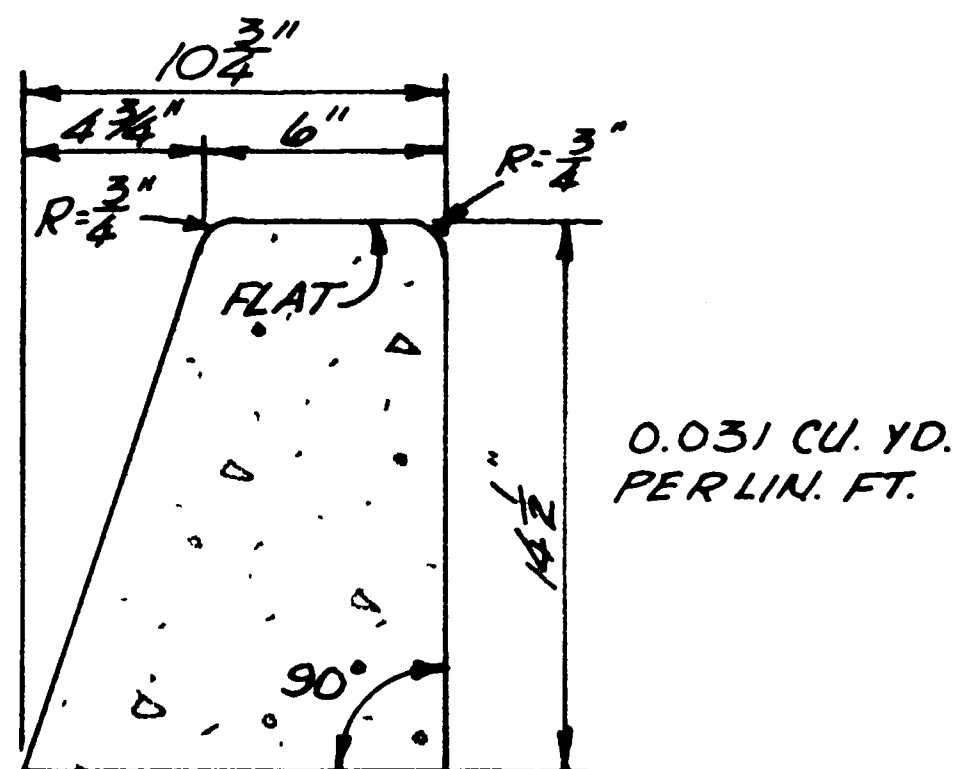
**TYPE "C" P.C.C. CURB & GUTTER**

(LOCAL STREETS WHEN APPROVED BY THE ENGINEER)



**TYPICAL SECTION  
ROLLED CURB**

(ONLY FOR SPECIAL APPLICATIONS AS APPROVED BY THE CITY ENGINEER)



**TYPE "A"  
P.C.C. CURB**

CITY OF SAN BERARDINO-PUBLIC WORKS DEPT.

**TYPICAL SECTION-  
P.C.C. CURB & GUTTER**

APPROVED:

May 27 1982

*[Signature]*  
CITY ENGINEER

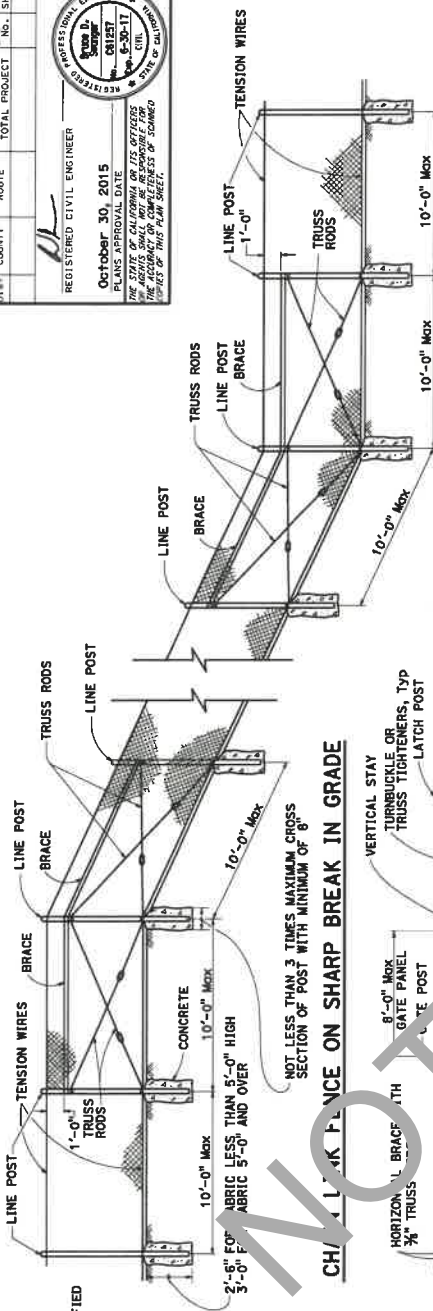
STANDARD  
PLAN

**200**

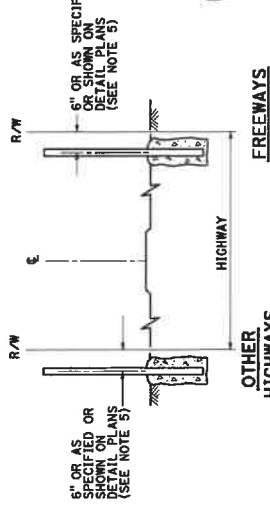


PROJECT NO.	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

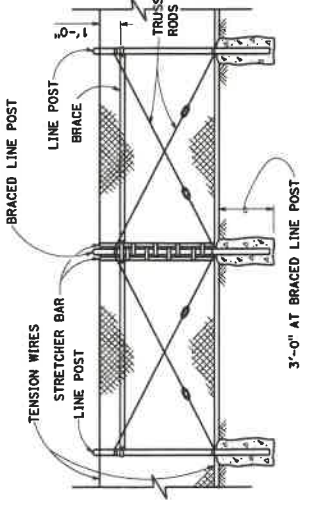
REGISTERED CIVIL ENGINEER  
October 30, 2015  
PLANS APPROVAL DATE  
THESE PLANS SHALL BE USED IN ACCORDANCE WITH THE SPECIFICATIONS FOR CHAIN LINK FENCE AND SHALL BE RESPONSIBLE FOR THE DESIGN OF THIS PLAN SHEET.



CHAIN LINK FENCE ON SHARP BREAK IN GRADE

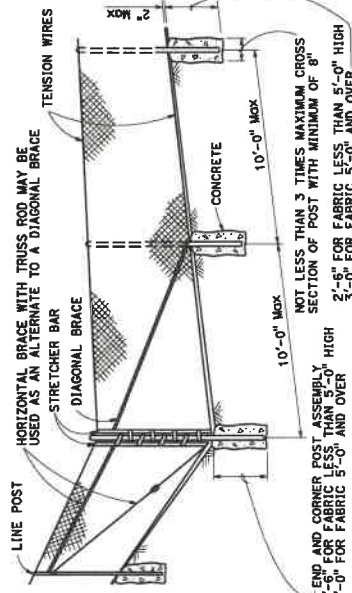


FENCE LOCATION



BRACED LINE POST INSTALLATION

Braced line post at intervals not exceeding 1000'



CORNER POST

FENCE HEIGHT	GATE WIDTHS	ROUND OD PIPE	WEIGHT (lb/ft)
6'-0" AND LESS	UP THRU 6'-0"	2.875"	5.80
	OVER 6'-0" THRU 12'-0"	4.500"	10.80
	OVER 12'-0" THRU 18'-0"	5.563"	14.63
	OVER 18'-0" TO 24'-0" Max	6.625"	19.99
OVER 6'-0" TO 8'-0" Max	UP THRU 6'-0"	3.500"	7.58
	OVER 6'-0" THRU 12'-0"	5.563"	14.63
	OVER 12'-0" THRU 18'-0"	6.625"	19.99
	OVER 18'-0" TO 24'-0" Max	8.625"	28.58

Above post dimensions and weights are minimums. Larger sizes may be used upon approval.

CHAIN LINK GATE INSTALLATION

- NOTES:**
- The table below shows minimum sized posts and braces applying with the specifications. Larger or heavier post and brace sizes may be used upon approval.
  - Sections shown in the tables must also comply with the strength requirements and other provisions of the Specifications.
  - Other sections which comply with the strength requirements and other provisions of the Specifications may be used upon approval.
  - Options exercised shall be uniform on any one project.
  - Offset to be 2'-0" at right-angle locations, measured at right-angle to R/W line. Taper to achieve 2'-0" offset to be at least 20'-0" long.
  - See Standard Plan A85B for Brace, Stretcher Bar, and Truss Tightener Detail.

TYPICAL MEMBER DIMENSIONS (See Notes)									
FENCE HEIGHT	LINE POSTS			END, LATCH AND CORNER POSTS			BRACES		
	ROUND OD PIPE	WEIGHT (lb/ft)	SECTION	ROUND OD PIPE	WEIGHT (lb/ft)	SECTION	ROLL FORMED	ROLL FORMED	WEIGHT (lb/ft)
6'-0" AND LESS	1.900"	2.72	1.875" x 1.625"	2.375"	3.65	2.375"	1.66"	1.625" x 1.25"	1.35
OVER 6'-0" TO 8'-0" Max	2.375"	3.65	2.25" x 1.70"	2.875"	5.80	2.875"	1.66"	1.625" x 1.25"	1.35

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**CHAIN LINK FENCE**  
NO SCALE

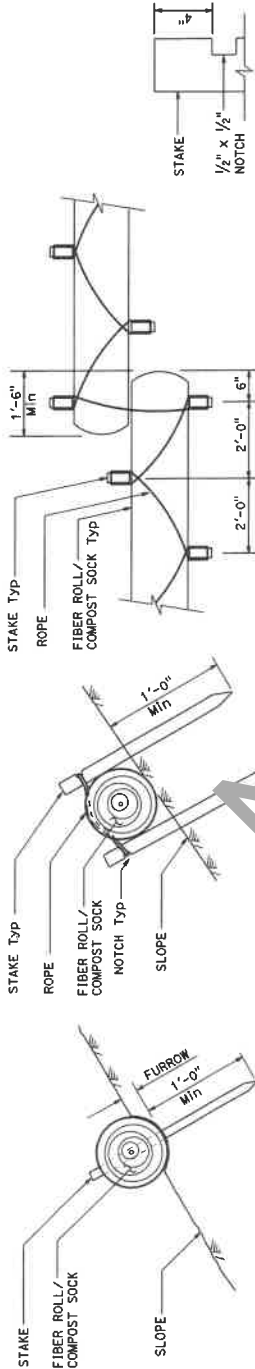
A85



[Return to Table of Contents](#)

SHEET NO.	1	TOTAL SHEETS	1
COUNTY	ROUTE		
October 30, 2015 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THESE COPIES OF THIS PLAN SHEET.			

**NOTE:**  
1. Installations shown in the perspectives are for slope inclination of 10:1 (Horizontal:Vertical) and steeper.



**ELEVATION**

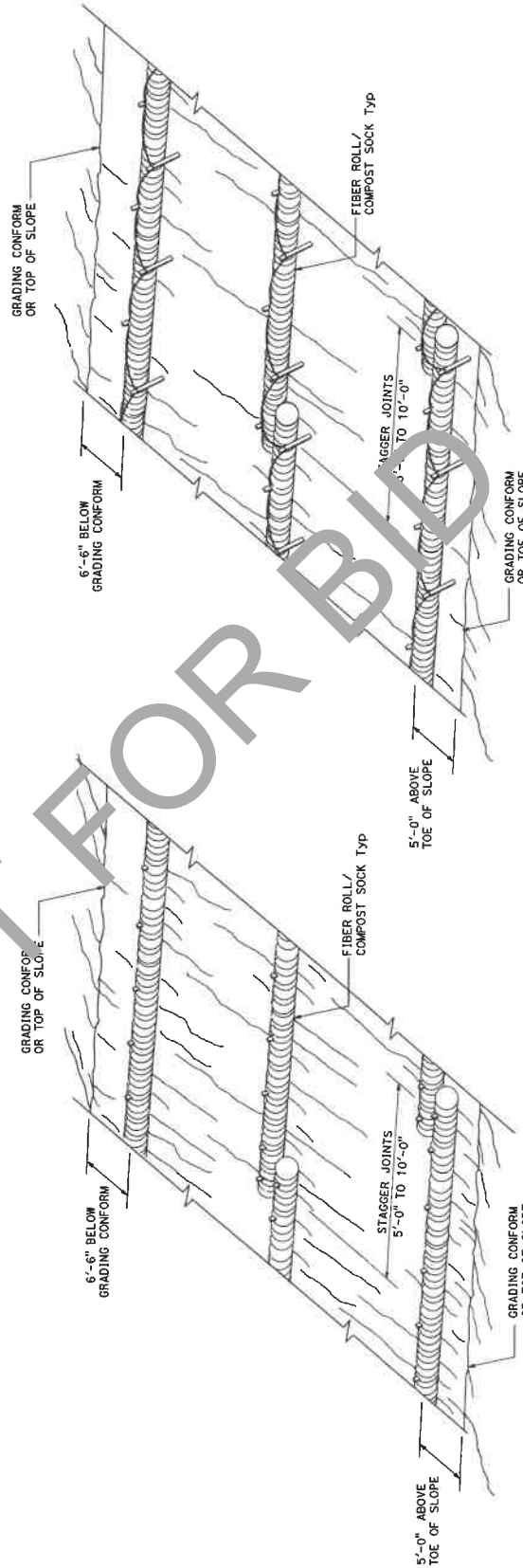
**STAKE NOTCH DETAIL**

**PLAN**

**FIBER ROLL/COMPOST SOCK (TYPE 2)**

**SECTION**

**FIBER ROLL/COMPOST SOCK (TYPE 1)**



**PERSPECTIVE**

**FIBER ROLL/COMPOST SOCK (TYPE 1)**

**PERSPECTIVE**

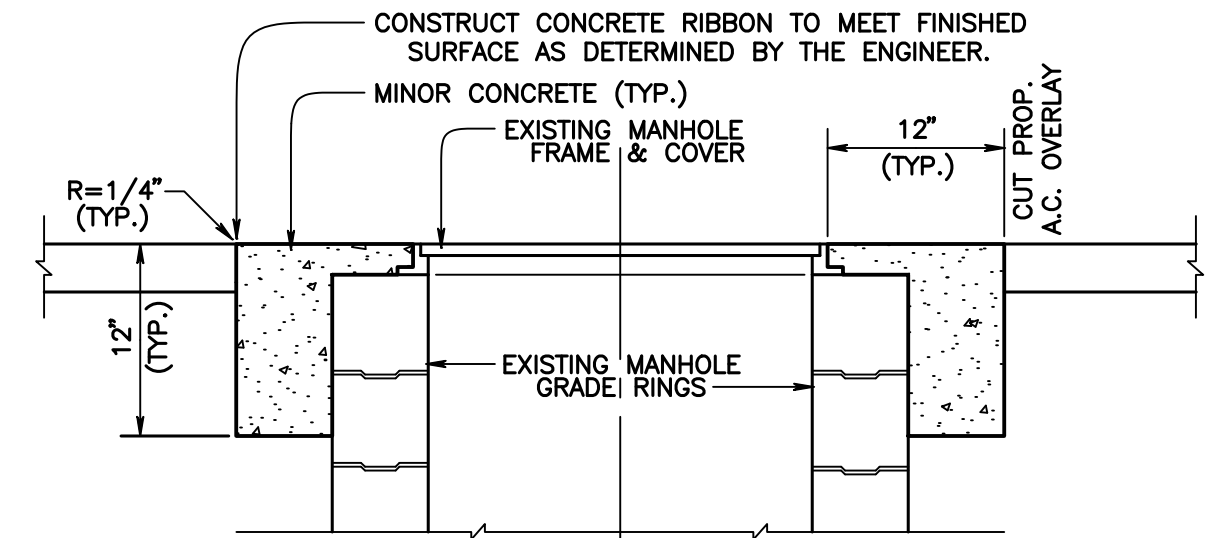
**FIBER ROLL/COMPOST SOCK (TYPE 2)**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

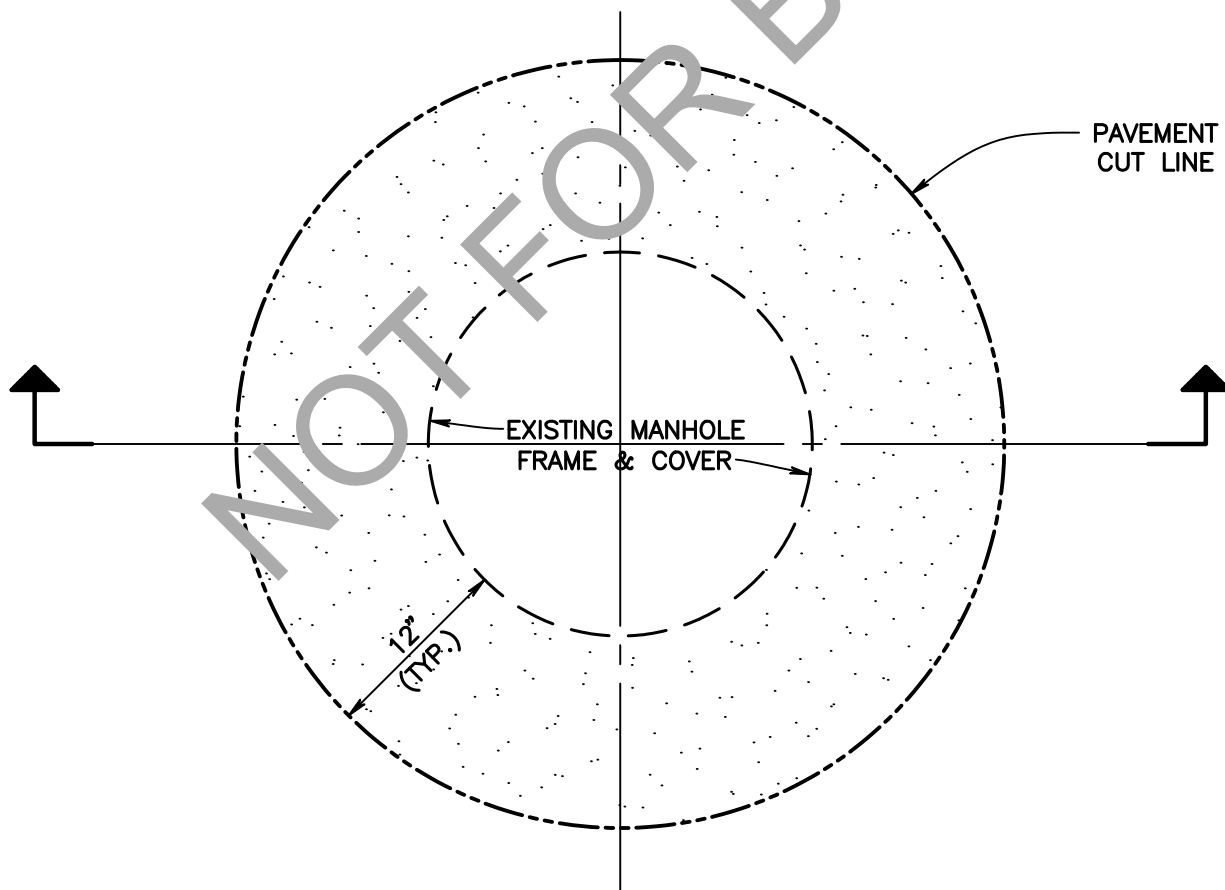
**EROSION CONTROL DETAILS  
FIBER ROLL AND COMPOST SOCK**

NO SCALE

**H51**



SECTION



PLAN

CO. OF SAN BDNO. DEPT. OF PUBLIC WORKS		MANHOLE (CONCRETE COLLAR)	SPEC DWG 106
REVISED: DATE	DESIGN DIVISION		



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

**PROPOSAL**

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

For Construction On

**RIALTO AVENUE ROADWAY AND SLOPE REPAIR EMERGENCY PROJECT  
350 Ft West of Rancho Avenue**

**LENGTH: 425 LF**

**WORK ORDER: F02796**

**AREA: San Bernardino**

**ROAD NO.: City of San Bernardino Jurisdiction (Non-CMRS)**

**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 COUNTY OF SAN BERNARDINO 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, 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 therefore 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. (Normally 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 title of the work and name of bidder marked on outside of envelope to the Department of Public Works, 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 AVENUE ROADWAY AND SLOPE  
REPAIR EMERGENCY PROJECT***

**W.O.#:** ***F02796***

**Limits:** ***350 Ft West of Rancho Avenue***

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
1	25,000	F.A.	Supplemental Work At Force Account (Unforeseen Differing Site Conditions)	<b>\$ 1.00</b>	<b>\$ 25,000.00</b>
2	1	L.S.	Water Pollution Control Program	\$	\$
3	1	L.S.	Mobilization	\$	\$
4	1	L.S.	Environmental Mitigation Measures	\$	\$
5	1	L.S.	Traffic Control System	\$	\$
6	2	EA.	Portable Message Sign (PCMS)	\$	\$
7	1	L.S.	Clearing and Grubbing	\$	\$
8	1	L.S.	Develop Water Supply	\$	\$
9	1	L.S.	Finishing Roadway	\$	\$
10	25	C.Y.	Minor Concrete (Curb & Gutter)	\$	\$
11	610	S.Y.	Remove Asphalt Concrete Surfacing	\$	\$
12	365	L.F.	Remove Concrete (Curb & Gutter)	\$	\$
13	90	S.Y.	Cold Plane Asphalt Concrete Pavement	\$	\$
14	235	TON	Asphalt Concrete (Type A)	\$	\$
15	400	C.Y.	Roadway Excavation (Roadway and Slope Repair)	\$	\$
16	115	C.Y.	Imported Borrow	\$	\$
17	50	L.F.	Chain Link Fence (Type CL-6)	\$	\$
18	1	L.S.	Rollled Erosion Control Product (Erf Reinforcing Mat) - Type B	\$	\$
19	1	E.A.	Adjust Manhole Frame & Cover To Grade	\$	\$
20	375	L.F.	Thermoplastic 4" Traffic Stripe	\$	\$

**PROJECT TOTAL: \$**

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.

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, copy 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 BID**

**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. **The name, location of the place of business, contractor's license number, and the Department of Industrial Relations (DIR) registration number are required by State law.**

**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 #: \*\* \_\_\_\_\_

NOT FOR BID

**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 issued 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 Part 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 (c) 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 or expenses be paid by state or District 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 1.7**

Modification; 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 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 District, 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 by 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. A state agency shall submit the certification information to the Department of General Services.

**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.

**NOTE: 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 satisfies all of the requirements identified in said documents

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

**Print Name**

**Signature - REQUIRED**

**Title**

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

**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 at:

\_\_\_\_\_ are held and firmly bound unto the **SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**, as Obligee, (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, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

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

**PROJECT TITLE: RIALTO AVENUE ROADWAY AND SLOPE REPAIR EMERGENCY PROJECT;**  
**PROJECT LIMITS: 350 FT WEST OF RANCHO AVENUE W. O. NO.: F02796**

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

**NOW, THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee 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, or 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 Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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**

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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 AVENUE ROADWAY AND SLOPE REPAIR EMERGENCY PROJECT 350 Ft West of Rancho Avenue, San Bernardino area, Work Order No.: F02796; Road No.: City of San Bernardino Jurisdiction (Non-CMRS).

California Department of Transportation (Caltrans) 2015 Standard Specifications and the 2015 Standard Plans, including the Caltrans 2015 Revised Standard Specifications and the 2015 Revised Standard Plans (Revisions on both the Standard Specifications and the Standard Plans through July 21, 2017), unless specified otherwise in the contract documents.

Special Provisions entitled: Special Provisions for Construction on RIALTO AVENUE ROADWAY AND SLOPE REPAIR EMERGENCY PROJECT 350 Ft West of Rancho Avenue; Length: 425 LF; Work Order No.: F02796; Area: San Bernardino; Road No.: City of San Bernardino Jurisdiction (Non-CMRS).

**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 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: 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 AVENUE ROADWAY AND SLOPE  
REPAIR EMERGENCY PROJECT**

W.O.#: **F02796**

Limits: **350 Ft West of Rancho Avenue**

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.** The District hereby promises and agrees with said Contractor to retain 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 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 the 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 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 said 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, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, District Policy and other applicable federal, state and County 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 the District with any relevant information requested and shall permit the 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 the attached document entitled, "Prevailing Wage Requirements", incorporated herein by reference, including but not limited to the following Senate Bill 854 (signed into law on June 29, 2014) 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.

**ARTICLE XII.** All of the District's revenues as defined below, have been pledged to secure the payment of the principal and interest on certain bonds and refunding bonds ("Bonds") issued by the District in May 2007. The pledge constitutes a first lien on the revenues for the payment of the Bonds. Any payments under this Contract are subject to the prior pledge of revenues described above. District payments pursuant to this Contract will be made to the extent there are sufficient funds available after payment of the Bonds. For purposes of this paragraph, "revenues" shall mean all income and revenue received by the District from the operation or ownership of the flood and storm water control and conservation facilities ("Flood Control System") of the District (including but not limited to, all real and personal property, or any interest therein, and all additions, improvements, betterments and extensions thereto), determined in accordance with Generally Accepted Accounting Principles, including all ad valorem property taxes received by the District pursuant to Article XIII A of the Constitution of the State of California and Section 95 et seq. of the California Revenue and Taxation Code, all rents, royalties and license and permit fees and charges received by the District, investment income and all other money

howsoever derived by the District from the operation or ownership of the Flood Control System or arising from the Flood Control System, but excluding (a) ad valorem property taxes levied to pay any voter approved general obligation indebtedness of the District, (b) assessments levied pursuant to Section 43-7 or Section 43-26.9 of the San Bernardino County Flood Control Act (Cal. Water Code App. Sect. 43-1 et seq.), and (c) grants, advances or contributions in aid of construction, except to the extent such grants are unrestricted and available for any expenditure of the District.

**ARTICLE XIII.** The Parties agree that this Contract may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Contract is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Contract. The Parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

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SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

►

\_\_\_\_\_

Curt Hagman, Chairman, Board of Supervisors

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

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

Lynna Monelli  
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	Reviewed for Contract Compliance	Reviewed/Approved by District
► _____ Sophie A. Akins, Deputy County Counsel	► _____	► _____
Date _____	Date _____	Date _____

## 9EXHIBIT 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 sections 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 provisions 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 Records:**

- a. 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 payments 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 1722.1.

(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 works.

(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 retroactively 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 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her 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 firsttime 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 (c) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

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

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have 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 into.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

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.

(B) In a format prescribed by the Labor Commissioner.

(4) 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 all 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) utilize 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):
  - i. 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 their 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 proof (when requested) of its DAS-142 submittal to the apprenticeship committee (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 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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