

**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**

## ***SLOVER AVENUE DRAINAGE AND TRAFFIC SIGNAL IMPROVEMENTS***

***Slover Ave at Alder Avenue, Locust Avenue and Linden Avenue***

**LENGTH:** Various  
**WORK ORDER:** H14967 & H14970  
**AREA:** Bloomington  
**ROAD NO.:** 760800-050, 110650-020 & 495900-020 030

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 May 31, 2018), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.
4. Signals and Lighting shall be per the 2018 Caltrans Standard Plans and Section 86 (Electrical System) and Section 87 (Electrical Work) of the Caltrans 2018 Standard Specification including 2018 Caltrans Revised Standard Specifications latest revisions.

***COUNTY OF SAN BERNARDINO  
DEPARTMENT OF PUBLIC WORKS  
-- TRANSPORTATION --***



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

## ***SLOVER AVENUE DRAINAGE AND TRAFFIC SIGNAL IMPROVEMENTS***

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

\_\_\_\_\_  
**Brendon P. Biggs, P.E.**  
**Director of Public Works**

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 C. 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 County of San Bernardino, State of California, will receive sealed proposals until

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

in the building of:

San Bernardino County Department of Public Works  
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. For more information on the requirements of Labor Code section 1771.1, please see <http://www.dir.ca.gov/Public-Works/SB854.html>.

Bids (also referred to as "proposals") in response to this solicitation can be submitted through the County of San Bernardino Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/> (however, if the bid is submitted in ePro, the bidder's security described herein must still be submitted in person in a sealed envelope prior to the proposal opening date and time) or in person at the San Bernardino County Department of Public Works at which time they will be transmitted, publicly opened and declared via video and teleconference via zoom.com using meeting ID 765-959-0976. See the flyer available under the bid posting on ePRO for further login information for the following project:

**SLOVER AVENUE DRAINAGE AND TRAFFIC SIGNAL IMPROVEMENTS**  
**Slover Ave at Alder Avenue, Locust Avenue and Linden Avenue**

**LENGTH:** Various

**W.O.:** H14967 & H14970

**AREA:** Bloomington

**ROAD NO.:** 760800-050, 110650-020 & 495900-020/030

The work, in general, consists of removing asphalt concrete surfacing, cross gutter, curb and gutter, spandrel, ramp and driveway; constructing asphalt concrete pavement over aggregate base, cross gutter, curb and gutter, spandrel, ADA ramp, sidewalk, driveway and BMP Infiltration Drainage Inlet; cold plane asphalt concrete surfacing; placing traffic striping and pavement markings; installing traffic signals and lighting and doing other work appurtenant thereto.

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

must comply with all applicable laws and regulations of the State of California at the time of bid and award.

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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 and interested small businesses are encouraged to attend this meeting.**

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

**NOTICE: BIDDERS MUST OBTAIN BIDDING DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS 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.**

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 May 31, 2018), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.
4. Signals and Lighting shall be per the 2018 Caltrans Standard Plans and Section 86 (Electrical System) and Section 87 (Electrical Work) of the Caltrans 2018 Standard Specification including 2018 Caltrans Revised Standard Specifications latest revisions.

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

The bids must also be accompanied by cash, cashier's check, certified check, or bidder's bond executed by an admitted surety insurer, made payable to the County of San Bernardino in the amount of at least ten percent of the amount of the bid given as a guarantee that the bidder will enter into a contract. The contract shall be signed by the successful bidder and returned

**within 10 days**, and the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self-insurance coverage shall be provided **within 10 days**, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution.

The Engineer will issue two (2) Notices to Proceed, the first being a Notice to Proceed with Submittals, and the second being a Notice to Proceed with Construction. The Contractor shall begin construction work **within 15 days** after the Notice to Proceed with Construction (excluding Saturday, Sunday, and holidays). Pursuant to Section 1-1.07, "DEFINITIONS", of the Standard Specifications, "day" means **"24 consecutive hours running from midnight to midnight; calendar day"**.

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

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

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

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

**ePRO:** Attention is directed to Section 2, "Proposal Requirements and Conditions" regarding the County of San Bernardino's Electronic Procurement Network (ePro) system. **THIS SYSTEM REQUIRES NEW REGISTRATION FOR ALL VENDORS DOING BUSINESS WITH THE COUNTY.**

**EQUAL EMPLOYMENT OPPORTUNITY:** During the term of the Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, 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 and Title 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.

This contract is subject to the State of California contract nondiscrimination and compliance requirements pursuant to Government Code section 12990.

**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 Department of Public Works, Contracts Division at (909) 387-7920.

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

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

**PREVAILING WAGES:** Pursuant to section 1773 of the Labor Code, the general prevailing rates of wages in the 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 Department of Public Works Contracts Division office (address identified above) and shall be made available to any interested party on request. A copy of the determination of the Director of prevailing rate of per diem wages shall be posted at each job site. More specifically, the Contractor shall post the general prevailing wage rates at a prominent place at the job site (Labor Code section 1773.2).

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

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

As provided in Labor Code section 1771.1:

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or



subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

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

(h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

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

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

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

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

(ii) If the contractor or subcontractor has no address on file with Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision

shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

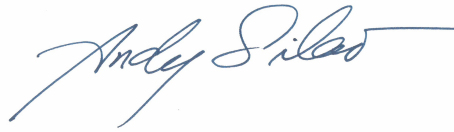
(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000)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

**IRAN CONTRACTING ACT OF 2010 (Public Contract Code section 2200 et seq.)**  
**(Applicable only to Contracts of One Million Dollars (\$1,000,000) or More):** In accordance with Public Contract Code section 2204(a), the bidder certifies that at the time the bid is submitted, the bidder signing the bid is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

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

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



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

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

NOT FOR BID

**COUNTY OF SAN BERNARDINO**  
**SPECIAL PROVISIONS FOR CONSTRUCTION ON**  
**SLOVER AVENUE DRAINAGE AND TRAFFIC SIGNAL IMPROVEMENTS**  
**Slover Ave at Alder Avenue, Locust Avenue and Linden Avenue**

**LENGTH:** Various  
**WORK ORDER:** H14967 & H14970  
**AREA:** Bloomington  
**ROAD NO.:** 760800-050, 110650-020 & 495900-020/030

**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) for Sections 1 thru 9, unless specified otherwise in these Special Provisions.
- 2) Caltrans Standard Specifications dated 2006 for Section 10 unless specified otherwise in these Special Provisions.
- 3) Caltrans Standard Plans dated 2015, including the 2015 Revised Standard Plans (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions;
- 4) Signals and Lighting shall be per the 2018 Caltrans Standard Plans and Section 86 (Electrical System) and Section 87 (Electrical Work) of the Caltrans 2018 Standard Specification including 2018 Caltrans Revised Standard Specifications latest revisions.
- 5) Project Plans and these Special Provisions;

6) The Contract; and

7) 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 1-1.07 B, "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 County of San Bernardino.
2. Office Engineer, Engineer or Director – The Director of the Department of Public Works acting either directly or through properly authorized agents, engineer, assistants, inspectors and superintendents acting severally within the scope of the particular duties delegated to them.
3. Attorney General – The San Bernardino County Board of Supervisors.
4. Laboratory – Any laboratory authorized by the Department of Public Works to test materials and work involved in the contract.
5. Liquidated Damages – In 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 County 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 County of San Bernardino.
8. Awarding Authority or Department - Means the County Board of Supervisors or any department or special district recommending to the Purchasing Agent or the County Board that a contract be awarded.
9. Consultant - Means person(s), sole proprietorships, partnerships, associations, joint ventures, corporations, institutions or other entities who provide expert, professional assistance to the County under a contract.

10. Contract - Means an agreement between two parties consisting of an offer and an acceptance resulting from solicitation of bids or proposals, in which each party commits to stipulated prices, terms and conditions, or materials or services.
11. Contractor - Means any person, sole proprietorship, partnership, association, corporation, joint venture, institution or other entity which is a party to a contract.
12. Minority – Means the same as defined in Public Contract Code section 2051(c).
13. Small Business Concern – Means a small business as defined by Section 3 of the Small Business Act and relevant regulations found in Title 13 Part 121 of the CFR.
14. Procurement - Includes the acquisition of material, supplies, goods equipment, systems, construction and services through both formal (including competitive bids) and informal transactions which result in purchase orders and/or contracts.
15. Public Works Contract - Is an agreement to perform the work described in Public Contract Code section 22002.
16. Purchase - Means a method of procurement which results in an order for materials, supplies, goods, equipment, systems or services.
17. Purchase Order - Is defined as a form of contract which is used to order supplies, equipment, goods, systems or services. These are either 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 County.
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 County of San Bernardino.

AA

**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 County 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 Department of Public Works  
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 Public Works Department in a mail envelope (i.e. U.S. Postal Office, Federal Express, etc.) please enclose the bid and/or bond inside the mail envelope in a separately sealed envelope bearing the title of the project, the name of the bidder, and marked "Bid Proposal and/or Bid Bond". All mail, including Priority and Express Mail, sent via the U.S. Postal Service is received by the County's mail room then distributed to the Public Works Department. This can cause a delay in the receipt of bids. The County is not responsible for any delays caused by mail service to a different County location. It is Bidder's responsibility to ensure bids and bid bonds are received at the Public Works Department, 825 East 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 County of San Bernardino.
- 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 Department.

If the bid is submitted through the ePro, bidder shall scan the bid security (bid bond) and submit the scanned copy with the bid submittal in ePro. **In addition, bidder shall mail or submit in person the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Department of Public Works, 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 Public Works Department in sealed envelopes will be opened and read. All bids submitted in the ePro system will be opened from the system's "encrypted lock box" and read. The bid summary sheet referencing both paper bids and ePro bids will be available through ePro and/or the Public Works Department for all bidders to view.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to borrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on future public works contracts.

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

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

**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 County may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief to the Department.

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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 Department 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 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 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 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing, between the Department and the bidder concerned.

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



1. The bid protest is in writing.
2. The bid protest is submitted to and received by the 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 County's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the right to protest. Untimely protests will not be 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 Department shall review and evaluate the bid protest. All bidders, including the protesting bidder, shall have three business days to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting bidder and state the Department's findings regarding the bid protest. The Department Director's decision shall be final, unless overturned by the Board of Supervisors.

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

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

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

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

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

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

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

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

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

The contract, along with the performance and payment bonds, copies of insurance policies, certificates of insurance, documents to verify any self-insurance coverage, and any other requested documents, shall be filled out appropriately and signed by the successful bidder and returned within **10 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 County 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 County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect 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 removing asphalt concrete surfacing, cross gutter, curb and gutter, spandrel, ramp and driveway; constructing asphalt concrete pavement over aggregate base, cross gutter, curb and gutter, spandrel, ramp, sidewalk, driveway and BMP Infiltration Drainage Inlet; cold plane asphalt concrete surfacing; placing traffic striping and pavement markings; installing traffic signals and lighting 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:



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

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

Contractor must comply with section 5-1.13, "Subcontracting," of the Standard Specifications, Section 2, "Bidding" of these Special Provisions and Section 3, "Contract Award And Execution, Equal Employment Opportunity Program, Conflict Of Interest, And 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%20Law/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	Randy Seabert <a href="mailto:randy3424@att.com">randy3424@att.com</a>	3073 Adams Street Riverside, CA 92504 (951) 359-2511
Kinder Morgan Energy Partners	Rommel Rodriguez <a href="mailto:rodriguezzr@kindermorgan.com">rodriguezzr@kindermorgan.com</a>	2359 S. Riverside Avenue Bloomington, CA 92316 (951) 712-8842
Southern California Edison	Ray Navar <a href="mailto:Raymond.navar@sce.com">Raymond.navar@sce.com</a>	7951 Redwood Avenue Fontana, CA 92335 (909)357-6125 / (909)229-5102 <b>Emergency: (800) 611-1911</b>
Southern California Gas	Daniel Paschal <a href="mailto:dpaschal@socalgas.com">dpaschal@socalgas.com</a>	1981 W. Lugonia Avenue Redlands, CA 92374 (909) 335-7826 <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
Verizon Wireless	Moises Martinez <a href="mailto:Moises.Martinez@cableeng.com">Moises.Martinez@cableeng.com</a>	10640 Sepulveda Blvd, Ste 1 Mission Hills, CA 91345 (818) 898-2352
West Valley Water District	Rosa Gutierrez <a href="mailto:rgutierrez@wwwd.org">rgutierrez@wwwd.org</a>	P. O. Box 920 Rialto, CA 92377 (909) 875-1322

The initial written utility notifications and preliminary plans were sent to utility agencies on June 20, 2017, and August 29, 2017, 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 necessary.</li> </ul>

### **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	<ul style="list-style-type: none"> <li>Slover Ave – Overhead cable, north side, crossing Alder Ave.</li> <li>Alder Ave – Overhead cable, west side, crossing Slover Ave.</li> <li>Slover Ave – Overhead cable, north side, crossing Locust Ave.</li> <li>Slover Ave – Underground conduit/cable, north of centerline, crossing Locust Ave.</li> <li>Locust Ave – Underground cable/conduit, east of centerline, crossing Slover Ave.</li> </ul>	<ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> </ul>



	<ul style="list-style-type: none"> <li>• Slover Ave – Overhead cable, north side, crossing Linden Ave.</li> <li>• Linden Ave – Overhead cable, east side, crossing Slover Ave.</li> <li>• Linden Ave – Underground conduit/cable, west of centerline, crossing Slover Ave.</li> </ul>	
Kinder Morgan Energy Ptnrs	<ul style="list-style-type: none"> <li>• Slover Ave – 8" petroleum pipeline, south of centerline.</li> <li>• Linden Ave – 8" petroleum pipeline, east of centerline, crossing Slover Ave.</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor to locate and protect in place.</li> <li>• <b>Contractor to notify KM Right of Way Specialist, Rommel Rodriguez (see above contact information) at least two weeks prior to start of any work done near KM's pipeline</b></li> </ul>
Southern California Edison	<ul style="list-style-type: none"> <li>• Slover Ave – 12kV overhead cable, north side, crossing Alder Ave.</li> <li>• Alder Ave – 12kV overhead cable, west side, crossing Slover Ave.</li> <li>• Slover Ave – 12kV overhead cable, north side, crossing Locust Ave.</li> <li>• Locust Ave – 12kV overhead cable, west side, crossing Slover Ave.</li> <li>• Slover Ave – 12kV overhead cable, north side, crossing Linden Ave.</li> <li>• Linden Ave – 66kV overhead cable, east side, crossing Slover Ave.</li> <li>• Slover Ave – 12kV underground cable, north side, crossing Linden Ave.</li> <li>• Linden Ave – 12kV underground cable, 5' west of centerline, crossing Slover Ave.</li> <li>• Linden Ave – underground cable, west side, from Slover Ave south.</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor to locate and protect in place.</li> <li>• <b>See SCE Final Design TD 1463724 Traffic Controller (TC-1)</b></li> </ul>
Southern California Gas	<ul style="list-style-type: none"> <li>• Slover Ave – 3" PE gas line, north of centerline, crossing Alder Ave and Locust Ave.</li> <li>• Slover Ave – 10" HP steel gas line, north of centerline, crossing Alder Ave, Locust Ave and Linden Ave.</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor to locate and protect in place.</li> <li>• Contract to adjust valve cans, if adjustable.</li> </ul>

	<ul style="list-style-type: none"> <li>• Alder Ave – 2” gas line east of centerline, crossing Slover Ave.</li> <li>• Locust Ave – 2” PE gas line, east of centerline, crossing Slover Ave.</li> <li>• Slover Ave – 2” gas line, north of centerline, crossing Linden Ave.</li> <li>• Linden Ave – 2” gas line, east side, crossing and south of Slover Ave.</li> <li>• Linden Ave – 2” gas line, west side, south of Slover Ave.</li> </ul>	
Spectrum	<ul style="list-style-type: none"> <li>• Slover Ave – Overhead cable, north side, crossing Alder Ave, Locust Ave and Linden Ave.</li> <li>• Alder Ave – Overhead cable, west side, crossing Slover Ave.</li> <li>• Locust Ave – Underground cable, west side, crossing Slover Ave.</li> <li>• Linden Ave – Overhead cable, east side, crossing Slover Ave.</li> <li>• Linden Ave – Underground cable, west side, south of Slover Ave.</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor to locate and protect in place.</li> </ul>
Verizon Wireless	<ul style="list-style-type: none"> <li>• Slover Ave – Overhead cable, north side, crossing Alder Ave, Locust Ave and Linden Ave.</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor to locate and protect in place.</li> </ul>
West Valley Water District	<ul style="list-style-type: none"> <li>• Slover Ave – 20” and 12” water lines, north of centerline, crossing Alder Ave.</li> <li>• Alder Ave – 6” waterline, west of centerline, crossing Slover Ave.</li> <li>• Alder Ave – 20” steel waterline, east side, crossing Slover Ave.</li> <li>• Slover Ave – 24” steel waterline, south of centerline, crossing Locust Ave.</li> <li>• Slover Ave – 6” waterline, north of centerline and east of Locust Ave.</li> <li>• Locust Ave – 12” waterline, west of centerline, crossing Slover Ave.</li> <li>• Slover Ave – 6”/8” waterline, south of centerline, crossing Linden Ave.</li> <li>• Slover Ave – 18”/24” waterline, south of centerline, crossing Linden Ave.</li> <li>• Linden Ave – 12”/20” waterline, east of centerline, crossing Slover</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>

	Ave. <ul style="list-style-type: none"> <li>• Fire hydrants, valve cans, water meters and various appurtenant structures located within project limits.</li> </ul>	
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### **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>
Kinder Morgan Energy Ptnrs	<ul style="list-style-type: none"> <li>• Slover Ave – south of centerline</li> <li>• Linden Ave – east of centerline</li> </ul>	<ul style="list-style-type: none"> <li>• 8” petroleum pipeline</li> </ul>
Southern California Edison	<ul style="list-style-type: none"> <li>• Linden Ave – east of centerline, crossing Slover Ave.</li> </ul>	<ul style="list-style-type: none"> <li>• 66kV overhead cable</li> </ul>
Southern California Gas	<ul style="list-style-type: none"> <li>• Slover Ave – north of centerline crossing Alder Ave, Locust Ave, and Linden Ave.</li> </ul>	<ul style="list-style-type: none"> <li>• 10” HP steel gas line</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 County-owned signs shall be relocated to clear the way for the Contractor's operations. When construction is complete, the County-owned signs shall be installed in final position as designated by the Engineer.

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

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

If required during construction operations, existing mailboxes shall be moved as necessary to clear the way for the Contractor's operations, but at all times shall be accessible for delivery. During construction the mailboxes shall either be installed on posts set in the ground or they may be installed on temporary supports approved by the 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), “Non-Highway 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 County may make a time adjustment under Section 8-1.07B, “Time Adjustments,” of the Standard Specifications. The County does not make a payment adjustment for delays in the completion of the contract work as a direct result of the work described under Supplemental Work – Utilities.

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

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

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

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

Bar to pursue the claim in a court of law.

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

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

Claims between the County and the Contractor shall be resolved in accordance with Public Contract Code section 9204 (which is a new law and applies to all public works contracts entered on or after January 1, 2017), as well as Public Contract Code sections 20104, 20104.2, 20104.4 and 20104.6 (if applicable), provided, however, that Public Contract Code section 20104.2(a) shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the County of such claim or extend the time for giving of such notice as provided in the Contract Documents. The entire text of Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and 20104.6 is incorporated 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 COUNTY, CONTRACTOR SHALL FIRST COMPLY WITH THE GOVERNMENT CLAIMS ACT, CALIFORNIA GOVERNMENT CODE SECTION 900 ET SEQ., INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENT THAT CONTRACTOR PREPARE AND FILE A TIMELY CLAIM THAT SATISFIES THE GOVERNMENT CLAIMS ACT WITH THE FOLLOWING COUNTY DEPARTMENT:**

**County of San Bernardino**

**Risk Management Division**

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

**San Bernardino, California 92415-0016**

A copy of the County's standard claim form may be accessed at the Risk Management Division during normal business hours, or may be downloaded at [http://countyline.sbcounty.gov/riskmanagement/content/forms/claim against county.pdf](http://countyline.sbcounty.gov/riskmanagement/content/forms/claim%20against%20county.pdf).

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

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

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## **6 CONTROL OF MATERIALS**

### **Add the following paragraph to section 6-1.02, "COUNTY FURNISHED MATERIAL":**

Attention is directed to Section 6-2.03, "Department-Furnished Materials," of the 2018 Standard Specifications and these Special Provisions.

The signal standards for the 2018 signal at Linden and Slover Avenue require under this contract will be furnished to the Contractor free of charge by the County. The signal standards and their anchor bolts can be picked-up from the San Bernardino County Maintenance Flood Control Yard located at 12158 Baseline Road in Rancho Cucamonga, CA 91739. Contact Maintenance Yard Personnel two (2) days in advance at (909) 899-4366 prior to picking-up the signal standards and appurtenant materials.

Loading of the signal standards and anchor bolts at the pick-up site and delivery to the job site shall be the responsibility of the CONTRACTOR.

### **Delete section 6-1.04, "BUY AMERICA."**

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

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

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

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

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

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

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

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

Materials and products will be considered for addition to said approved prequalified and tested list if the manufacturer of the material or product submits to the Traffic Division a sample of the material or product. The sample shall be sufficient to permit performance of all required tests. Approval of such materials or products will be dependent upon a determination as to compliance with the specifications and any test the Department may elect to perform.

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

### **MATERIAL**

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

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

The Approved Prequalified and Tested Signing and 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, Model 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, Permark (ceramic)  
Highway Ceramics Inc., Ceramic  
Safety Signs Inc. "Safety Dot" Model SD4 (Polyester)  
Traffic Control Signs Co., Titan, TM40WY (Polyester)



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

Edco, Models A 1107, AY 1108 (ABS)

Valterra Products - P20-2000W and P20-2001Y (ABS)

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

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

Astro Optics Model TPM (4x4)

Flex-O-Lite Model RCM (4x4)

Stimsonite 66 (4x4)

Stimsonite 66GB (Grabber Bottom) (4x4)

Swareflex 35573558 (4x4)

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

Astro Optics Model TPM (4x4)

Davidson T.O.M. (Flexible)

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

Stimsonite Model 66 (4x4)

Stimsonite 66GB (Grabber Bottom) (4x4)

Swareflex Model 30023004 (4x4)

Swareflex Model 35573558 (4x4)

Valterra Products 12801281 Series (Flexible)

3M Scotch-Lane A200 Pavement Marking System

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

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

AA

**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), "No discrimination" 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 Department of Public Works Contracts Division office (address identified above) and shall be made available to any interested party on request. A copy of the determination of the Director of prevailing rate of per diem wages shall be posted at each job site. More specifically, the Contractor shall post the general prevailing wage rates at a prominent place at the job site (Labor Code section 1773.2).

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

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

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

As provided in Labor Code section 1771.1:

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

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

1. Excavations: Where the near edge of the excavations 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** – Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this contract 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.

Contractor agrees to indemnify, defend (with counsel reasonably approved by the San Bernardino County Flood Control District) and hold harmless the San Bernardino County Flood Control District and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this contract 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.

**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 **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 **County**, and all of their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder.

The additional insured endorsements shall not limit the scope of coverage for the County as well as any other entities named herein to vicarious liability but shall allow coverage for the County as well as any other entities named herein to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010 11 85.

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

**Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County or any other entities named herein.

**Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of 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 County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

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

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

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

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

Without in 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 County as well as any other entities named herein as additional insureds. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

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

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

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### **8 PROJECT SCHEDULE**

**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**



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

**Replace 8-1.10A, “General”, with:**

The Contractor shall pay the County the sum of

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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.

County and Contractor acknowledge and agree that Public Contract Code section 7201 applies to all contracts entered into on or after January 1, 2012, between a public entity and an original contractor, between an original contractor and a subcontractor, and between all subcontractors thereunder relating to the construction of any public work of improvement. Pursuant to Public Contract Code section 7201 the County will retain **5%** of the payments made to Contractor and total retention proceeds withheld by County shall not exceed **5%** of the contract price. However, this limitation does not apply to amounts retained by County in the event of a good faith dispute or as required by law. Contractor shall also comply with Public Contract Code section 7201 in its retention of payments/contract amount to subcontractors.

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

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

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

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

The provisions of Public Contract Code section 20104.50, cited 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 County will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

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

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

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

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

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

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

**Replace the 6th 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 set up portable, changeable message signs at the locations specified in these Special Provisions and as designated by the Engineer.

**Second Order of Work:** The Contractor shall request the County Surveyors for horizontal and vertical control staking according to grades and elevations shown on the plan; and County Surveyors to conduct a monument review survey to facilitate preservation of existing monumentation. The survey shall be requested at least two (2) weeks prior to construction of work.

Attention is directed to the "Survey Monuments" section elsewhere of these Special Provisions.

**Third Order of Work** - Prior to the start of construction, the Contractor shall coordinate with the Engineer and Environmental Management Division (EMD) for the approval of construction staging area per Section "Environmental Mitigation Measures" of these Special Provisions. If approved staging area is outside of existing road right-of-way, Contractor shall be required to submit construction staging agreement with property owner to the Engineer.

**Fourth 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 sections “Portable Changeable Message Sign”, “Traffic Control System”, and “Environmental Mitigation Measures” elsewhere in the Specs.**

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 AND UTILITY CONFLICTS)**

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

Extra work to address subsurface or latent physical utility conditions that differ materially from those indicated in the contract; or unknown utility 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", of the Standard Specifications.

Additional work falling within the scope and character of the existing contract items shall be considered as normal to the progress of construction and will be addressed in accordance with 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 8-1.07, "Delays", of the Standard Specifications, will be granted.

Compensation for work performed under this section, and calculated as prescribed in Section 9-1.04, "Force Account Payment", 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 (Unforeseen Utility Conflicts)" 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 Force Account made for **Supplemental Work (Unforeseen Differing Site Conditions and Utility Conflicts)**, and no separate payment will be made therefor.

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

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

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

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

If above referenced CA MUTCD typical applications are deviated from 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.

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 10:1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.20, "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( ), "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 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 5-1.03A "INDEMNIFICATION" of these Special Provisions.

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

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

#### **10-1.04 ENVIRONMENTAL MITIGATION MEASURES**

This work shall consist of furnishing all labor, materials, tools, equipment and incidentals; and performing all work necessary to comply with existing laws, codes, regulations, and/or permits related to Environmental Mitigation Measures and these special provisions.

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.

The Contractor shall comply with the following mitigation measures:

#### **ENVIRONMENTAL CONDITIONS**

The following conditions apply to this project:

## Cultural Resources

1. There exists the potential for the Project Area to contain buried archaeological material where surface-level manifestations are no longer present. The Clark Mountain Archaeological Site, a pre-contact Native American occupation site, has been recorded within 1 mile of the Project Area in Delhi Series soils similar to those in the western portion of the Project Area. **For excavations that extend beyond previously disturbed sediments into native sediments in the western portion of the Project area, spot check cultural monitoring will be required. Two weeks prior to the start of construction, contact DPW Cultural Resource Specialist Jesse Yorck at 909-531-2547.** Mr. Yorck will be able to inspect the sediments and determine the need for further observation. Should significant subsurface prehistoric or historic archaeological resources appear to be encountered during construction, the evaluation of any such resources should proceed in accordance with all appropriate Federal, State, and local guidelines. Specifically, all work must be halted in the immediate vicinity of the cultural resource found until the significance of the resource can be assessed.
2. If human remains are encountered during construction, then the San Bernardino County Coroner's Office must be contacted in accordance with state law within 24 hours of the find, and all work should be halted until a clearance is given by that office and any other involved agencies. The Coroner's Office may be contacted at the Coroner's Division, County of San Bernardino, 175 S. Lena Road, San Bernardino, CA.

Full compensation for conforming to the requirements of this section, not otherwise provided for, including furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in environmental mitigation, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract prices paid for the **various items of work** and no additional compensation will be allowed therefore.

### **10-1.05 WATERING**

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

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

### **10-1.06 DUST CONTROL**

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

The Contractor shall furnish adequate dust control measures as provided in Section 10-5, "Dust Control," of the Standard Specifications and these Special Provisions during normal non-work hours (e.g., nights, weekends, or holidays) encompassed within working days authorized in the contract and executed contract change orders, at no additional cost to the Department.

The Contractor is responsible for meeting and being in compliance with all of the requirements of the South Coast Air Quality Management District's (AQMD) "Rule 403, Fugitive Dust." Information on AQMD and "Rule 403, Fugitive Dust" can be found at <http://www.aqmd.gov>. Should the County be fined due to failure of the contractor to comply with Rule 403 requirements, the amount of any such fines will be withheld from payments due or to become due to the Contractor.

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

#### **10-1.07 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.

#### **10-1.08 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, all staging areas, and pulverized areas created in connection with work under this contract, whether or not said areas are within the delineated project limits.

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

## **10-1.09 MOBILIZATION**

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

The contract lump sum price paid for **Mobilization** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in mobilization as specified herein.

## **10-1.10 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 motorist in time as indicated below in section B or as determined by the Engineer.

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

If the Engineer determines that the Contractor's operations are resulting in unacceptable traffic delays, the Engineer reserves the right to implement alternate traffic plans. Specific details 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 County.

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

*Throughout the project area, public traffic shall be permitted to pass through construction operations at all times on a minimum of two (2) paved lane, 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 when 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.

#### **10-1.11 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 2015 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 2015 Standard Specifications.

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

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

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

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

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

**TEMPORARY LANELINE AND CENTERLINE DELINEATION** - Whenever lanelines and centerlines are obliterated the minimum laneline and centerline delineation to be provided shall be temporary reflective raised pavement markers. The spacing requirements for temporary pavement markers shall comply with CA MUTCD 2011 Section 6F.79. The temporary reflective raised pavement markers shall be the same color as the laneline or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 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 laneline or centerline delineation consisting entirely of temporary reflective raised pavement markers shall be used in 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.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. W20-1 "ROAD WORK AHEAD" signs shall be installed from 1,000 feet to 2,000 feet ahead of "no passing" zones. R4-1 "DO NOT PASS" signs shall be installed at the beginning and at every 2,000-foot interval within "no passing" zones. For continuous zones longer than 2 miles, W7-3aP "NEXT \_\_\_\_ MILES" signs shall be installed beneath the W20-1 signs installed ahead of "no passing" zones. R4-2 "PASS WITH CARE" signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones, shall be removed when no longer required for the direction of public traffic. The signing for "no passing" zones shall conform to the requirements in Section 12-3.11, "Construction Area Signs," of the 2015 Standard and Specifications.

Full compensation for furnishing, placing, maintaining and removing the temporary reflective raised pavement markers, used for temporary laneline and centerline delineation (including



the signing specified for “no passing” zones) and for providing equivalent patterns of permanent traffic lines for such areas when required; shall be considered as included in the lump sum contract price paid for **Traffic Control System** and no separate payment will be made therefor.

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

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

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

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

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

#### **10-1.12 FINISHING ROADWAY**

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

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.

The contract lump sum price paid for **Finishing Roadway** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in finishing roadway as specified in these specifications and the special provisions and as directed by the Engineer.

### **10-1.13 PORTABLE CHANGEABLE MESSAGE SIGNS**

Portable Changeable Message Signs shall conform to the provisions in Sections 12-3.32 "Portable Changeable Message Signs" of the 2015 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 two (2) weeks prior to the start of construction. Contractor shall provide a minimum of three (3) 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. **At the intersection of Slover Avenue and Tamarind Avenue (S'y)**
2. **At the intersection of Slover Avenue and Cedar Avenue (NW'y)**
3. **At the intersection of Linden Avenue and Orange Street (N'y)**

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.

The contract unit price paid for **Portable Changeable Message Sign** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing, placing, maintaining, relocating as necessary, and removing PCMS, as specified in the Standard Specification and these Special Provisions.

#### **10-1.14 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 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 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.

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.

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

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

#### **10-1.16 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 Highway Facilities," Section 16, "Clearing and Grubbing," and Section 19-1.04, "Removal and Disposal of Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

Concrete removed include existing concrete sidewalk, curb and gutter, local depression and inlet portion of parkway culvert (upstream), two (2) catch basins and a cleanout or manhole.

Contractor to exercise extra care when removing the concrete by sawcutting or other approved method without cutting the existing reinforcing bars from the old or existing parkway culvert (upstream side) where it joins with the new parkway culvert, as shown on the plan. The existing reinforcing bars shall be exposed, joined and tied with the new reinforcing bars per connection detail as shown on the plan and as directed by the Engineer.

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

Portions of existing concrete sidewalk shall be saw cut and removed as necessary for installation of the roadside signpost.

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

Removal of existing concrete sidewalks shall be measured and paid per square yard as **Remove Concrete (Cross Gutter, Sidewalk, Driveway and Spandrel)**. Removal of all other concrete shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

Removal of existing curb and gutter shall be measured and paid per linear feet as **Remove Concrete (Curb, Curb and Gutter)**. Removal of all other concrete shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

#### **10-1.17 EARTHWORK**

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

The second paragraph (numbered 1 & 2) of Section 19-5.03B, "Relative Compaction (95 percent)," of the Standard Specifications is superseded by the following:

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, and/or concrete removal. Any work done to obtain the compaction requirements for the area or the areas below the grading plane shall be the responsibility of the Contractor and payment for such shall be considered as included in the contract price paid per cubic yard for **Roadway Excavation** and no additional compensation will be allowed therefore.

Surplus excavated material 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.

The locations of driveways shown on the plans are approximate only; the exact locations will be determined by the Engineer.

Full compensation for grading, compacting, and hauling of excavated materials shall be considered as included in the contract price paid per cubic yard for **Roadway Excavation** and no additional compensation will be allowed therefore.

#### **10-1.18 MANHOLE FRAME AND COVER**

This work shall consist of installing Manhole Frame and Cover, as shown on the plan, and as directed by the Engineer and shall conform to the provisions in Section 75, "Miscellaneous Metal" of the Standard Specifications and these Special Provisions.

Manhole Frame and Cover shall be flushed and trip-hazard free with sidewalk, as shown on the plans and as directed by the Engineer and according to applicable standards elsewhere in these Special Provisions.

The contract unit price paid for **Manhole Frame and Cover** includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing manhole and steel frame and cover, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.19 AGGREGATE BASE**

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

Reclaimed material could be used up to 100 percent of the total volume of the aggregate used, under Section 26, "Aggregate Bases," of the Standard Specifications and the "Standard Special Provision Update" issued on February 16, 2007.

The contract price paid per cubic yard for **Aggregate Base (Class 2)** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the aggregate base, including grading, compacting, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

#### **10-1.20 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, 3/4-inch, Aggregate Gradation)** 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/ormt/fpmlab.htm>

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

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

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

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

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

Paragraph 9; which starts "You may adjust..."  
Paragraph 10; which starts "For each HMA type..."  
Paragraph 11; which starts "A verified JMF..."

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

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

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

**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 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."

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.



#### **10-1.21 ASPHALT CONCRETE (DIKES AND MISCELLANEOUS AREAS)**

Asphalt Concrete placed in dikes and miscellaneous areas shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these Special Provisions.

Aggregate for asphalt concrete dikes and miscellaneous areas shall conform to the 3/8 inch as specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specifications and the amount of asphalt binder shall be increased one percent by weight of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

Asphalt binder grade for A.C. dike shall be **PG 70-10**.

Asphalt binder grade for miscellaneous areas shall be **PG 70-10**.

The miscellaneous areas to be paid for at the contract price per square yard for **Place Asphalt Concrete (Miscellaneous Areas)** and contract price per linear foot for **Place Asphalt Concrete Dike** in addition to the prices paid for the materials involved shall be limited to the 0.25' thick asphalt concrete driveway approaches or sidewalks.

#### **10-1.22 THE AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS**

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

Therefore, the Contractor shall adhere to the requirements of ADA. Any ramps or sidewalks built that failed to meet ADA shall be re-constructed according to the lines, grades and elevations as shown on the applicable Standard Drawings or approved Plans and all expenses thereof shall be borne by the Contractor. If the Contractor is delayed in the completion of the contract work as a direct result of the work described in this section, an extension of time as provided in the fifth paragraph of Section 8-1.07, "Delays", of the Standard Specifications, will be granted.

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

The Contractor shall use the ADA Curb Ramp Guidelines and Inspection Sheet found elsewhere in these Special Provisions. Nothing herein shall relieve the Contractor of his responsibilities to comply with the ADA requirements.

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

#### **10-1.23 MISCELLANEOUS CONCRETE CONSTRUCTION**

Curb & gutter, cross gutter, sidewalk, driveway and spandrel shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications.

The concrete for curb & gutter, sidewalk and pedestrian ramps 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 ramps, island paving, driveways, 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.

Where **reinforced concrete cross gutter** is placed shall have a slip resistant surface. Contractor shall provide the most common method of high profile broomed surface perpendicular to the roadway or direction of travel for the entire width of 20 feet with consistent appearance, flatness, texture and drainage as directed and approved by the Engineer. Placement of reinforcing bars shall conform with Caltrans Std. Plans P1, P10 & 20 and as directed by the Engineer.

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

**The constructed curb ramp and/or sidewalk slopes shall be verified using a 2-foot electronic level and shall not exceed the maximum grade as shown on the plans and/or standard drawings. If ramp or sidewalk exceeds the maximum slope allowed, Contractor shall reconstruct the ramp or sidewalk per ADA guidelines at the Contractor's expense as directed by the Engineer.**

The contract price paid per cubic yard for **Minor Concrete (Curb, Spandrel, Curb and Gutter, Sidewalk, Driveway and Cross Gutter)** shall include full compensation for furnishing all labor, materials (including steel reinforcing bars), epoxy, tools, equipment and incidentals, placing all steel reinforcing bars, high profile broomed surface for concrete slab cross gutter including excavation and backfill, as shown on the plans and as specified in the Standard Specifications, these Special Provisions and as directed by the Engineer.

#### **10-1.24 BMP INFILTRATION DRAINAGE INLET STRUCTURE**

The work to be done consists of installing BMP Infiltration Drainage Inlet Structures at the following location(s):

Location 1 – West side of Alder Avenue just south of Slover Avenue; and

Location 2 - SW Corner of Slover Avenue and Alder Avenue

Portland Cement Concrete Structure shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these Special Provisions.

The concrete in the reinforced concrete BMP Infiltration Drainage Inlet structure shall be Class 2 Concrete. Said structure shall be constructed according to Special Drawing 100 found among the green pages of these Special Provisions.

Full compensation for furnishing & placing all bar reinforcing steel, 36" Dia. Manhole Frame and Cover, Full Trash Closure Device (FTCD), 24" Dia. Pipe, Pipe Connection, Pipe Bulkhead, Rocks (Backing Class No. 3), Landscape Plants and/or Rocks, Sprinkler and Irrigation System, Class 2 Permeable Materials, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions and as directed by the Engineer, shall be considered as included in the contract lump sum price paid for **BMP Infiltration Drainage Inlet Structures** and no separate payment will be allowed therefore.

Contractor to install Full Trash Closure Device (FTCD) according to Special Drawing No. 100 found among the green pages of these Special Provisions.

At Location No. 1 (approximately Sta. 293+30 along Alder Avenue) where BMP Drainage Structure is proposed to be constructed, extra care should be exercised not to damage the surrounding landscape outside the limit of BMP Drainage Inlet structure. Any damages thereof shall be borne by the Contractor and immediately after the structure is built, the surrounding landscape area shall be restored to its original configuration at no cost to the County. Contractor shall notify the property owner prior to any construction of said inlet structure.

Attention is directed in the subsequent sections, "Landscape, Sprinkler and Irrigation System" and "Rocks (Backing Class)" of these Special Provisions.

The contract lump sum price paid for **BMP Infiltration Drainage Inlet Structures** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including structure excavation, structure backfill, and for doing all the work involved in constructing drainage inlet, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

#### **10-1.25 LANDSCAPE PLANTS, ROCKS AND SPRINKLER SYSTEM**

This work applies at Drainage Location No. 1 (approximately Sta. 293+30 along Alder Avenue), as shown on the plan. Said location has existing curb and gutter, landscape plants and rocks with sprinkler system. The existing mailbox and power pole will be protected in place.

All existing landscape plants and rocks, sprinkler system and irrigation lines including curb and gutter in conflict with construction shall be salvaged, removed or relocated and capped, only as necessary to clear the way for rough and final grading and construction of BMP Infiltration Drainage Inlet Structure, as shown on the plans.

The removed pipe or fittings and other surplus 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.

Prior to backfilling, the Contractor shall test the sprinklers and irrigation lines at each and every station to ensure the system is working properly. Any leaks shall be repaired and replaced in kind immediately at the expense of the Contractor. If replacement is necessary, sprinkler heads including new pipe and fitting ranging from ½" to 1" in sizes, shall be Polyvinyl Chloride (PVC) Pipe, Sch 80 and use an approved quality solvent and primer for pipe and fitting connections.

After installing the sprinkler system, the lawn shall be cleared of any objectionable material and left clean at the satisfaction of the Engineer. The Contractor shall restore disturbed landscaping in kind.

This section does not cover any replacement or repair to an existing irrigation controller box that maybe installed either inside or outside the property owner's premises, except, irrigation control valve if present.

Full compensation for cutting sod, removal or rocks, transporting, stockpiling, maintenance, planting and plant establishment (within the period of construction) and furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in trenching, cutting, capping, removing, relocating, replacing and installing sprinklers, irrigation lines and/or irrigation control valve and includes thorough inspection and testing prior to backfill, complete in place, shall be considered as included in the contract lump sum price paid for **BMP Infiltration Drainage Inlet Structures** as specified in the Standard Specifications and these special provisions, and as determined by the Engineer.

#### **10-1.26      ROCKS (BACKING CLASS)**

Non-grouted rocks shall be installed in accordance with the details as shown on the plan, these Special Provisions and as directed by the Engineer.

Rock shall be classified as Backing Class No. 3 (Method B Placement).

At Location 1 (approximately Sta. 293+30 along Alder Avenue): In landscape areas, immediately adjacent to BMP Infiltration Drainage Inlet Structure, place concreted rocks with one side flat by hand-placement method. No joints greater than 1 inch between rocks will be acceptable. 4 inch filler rocks will be accepted to maintain the 1 inch joint. Concrete shall be Minor Concrete with 3/8 inch maximum size of aggregates conforming to the provisions in Section 90, "Portland Cement Concrete" elsewhere in these special provisions.

The cost for Rocks (Backing Class No. 3, Method B Placement) is included in the payment for **BMP Infiltration Drainage Inlet Structures**.

Full compensation for furnishing all labor, materials, equipment, tools and incidentals, and for doing all the work in landscape area (with pea gravel, concrete and rocks) and at drainage pit (with various rocks), complete in place, as shown on the plans, as directed by the Engineer and as specified in the Standard Specifications and these Special Provisions.

#### **10-1.27      REINFORCEMENT**

Bar reinforcing steel shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

#### **10-1.28 ADA RAMP DETECTABLE WARNING SURFACE**

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

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

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

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

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

The Detectable Warning Surface shall be constructed by **Cast-In Place** method or shall consist of a prefabricated surface approved by the Engineer. **Glue Down or Stainless Steel Fasteners with Sealant and Masonry Bit Detectable Warning Surfaces are not allowed.**

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

#### **10-1.29 REMOVE ROADSIDE SIGN**

This work shall consist of removing and disposing of roadside signs where shown on the plans and shall conform to the provisions of Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

The contract unit price paid for **Remove Roadside Sign** shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as shown on the plans, and as specified in the Standard Specifications and these Special Provisions. It shall be the responsibility of the Contractor to properly and legally dispose of materials in a manner consistent with County standards. All costs associated with disposal shall be included in the bid price for this item.

### **10-1. 30 REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS**

This work shall consist of the removal and disposal of existing or temporary traffic stripes, pavement markings, pavement markers, etc., in preparation for either the application of temporary delineation for public traffic or the application of permanent delineation as specified in the contract documents, and shall conform to the provisions of Section 84-9, "Existing Markings," of the Standard Specifications and these Special Provisions.

Traffic stripe and pavement marking removal shall be by sandblasting or grinding.

The method of removal of traffic stripes and pavement markings shall result in complete removal to the extent that changing light conditions and/or wet pavement conditions shall not produce an image of the removed device. The Contractor shall extend grinding or sandblasting, beyond the edges of the stripes or markings being removed, sufficiently to eliminate such imaging. The Contractor has the option of applying a bituminous "fog seal" to supplement removal efforts in order to eliminate "ghost" images. Additional work necessary to achieve the aforesaid effectiveness of removal shall be considered as compensated by the prices paid (in accordance with the applicable provisions for measurement and payment) for **Remove Traffic Stripes and Pavement Markings** and no additional payment will be made therefor. Units of measure for payment for removal of stripes and pavement markings shall be based on the physical dimensions of the device being removed prior to removal. Removal of temporary traffic delineation shall conform to the procedural provisions of this section, Section 12-6, "Temporary Pavement Delineation," and Section 15, "Existing Facilities," of the Standard Specifications.

Where blast cleaning is used for the removal of painted traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within 10 feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by vacuum attachment operating concurrently with the blast cleaning operation.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications shall not apply to the item of Remove Traffic Stripes and Pavement Markings.

The contract price paid for **Remove Traffic Stripes and Remove Pavement Markings** shall include furnishing labor, materials, tools, equipment and incidentals, and for doing all work necessary to remove existing pavement delineation as shown on the plans, necessary to adapt temporary delineation to remaining existing, and as specified in the Standard Specifications and these Special Provisions. Costs to remove temporary delineation in conjunction with changes in traffic patterns necessary to complete the specified construction shall be considered as included in the various contract items related to such work, and no additional payment will be made under **Remove Traffic Striping and Remove Pavement Markings**.

### **10-1.31      ROADSIDE SIGNS**

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

Metal posts shall be furnished and installed as shown on California 2014 MUTCD Figure 2A-2(CA) and County Std. Dwg. 303b (with the exception of post for street name markers). Anchor sleeves shall be driven into the ground to the depth shown on the aforementioned Std. Dwg. Driving equipment that damages the anchor sleeves shall not be used.

Portions of existing sidewalks shall be saw cut, removed and reconstructed with blockouts for roadside sign posts. Blockouts shall extend 2"+ outside the perimeter of the posts. Posts shall be concreted in place afterwards.

Attention is directed to Section, "Remove Concrete," in these Special Provisions.

Roadside signs shall conform to the latest Uniform Sign Chart of the State of California Department of Transportation.

The contract unit price paid for **Roadside Sign** shall include full compensation for furnishing all labor, materials (including metal posts) tools, equipment, and incidentals, and for doing all work involved in furnishing and installing roadside signs, complete in place, including the installation of sign panels, as shown on the plans and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

### **10-1.32      PAINT TRAFFIC STRIPES & PAVEMENT MARKINGS**

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

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

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 **Paint 4" Traffic Stripe (2-Coat), Paint 8" Traffic Stripe (2-Coat), and Paint 4" Double Yellow Traffic Stripe (2-Coat)** and per square foot for **Paint Pavement Marking (2-coat)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paint 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.

### **10-1.33 PAVEMENT MARKERS**

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

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

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

The Contractor shall install Type D two way yellow and Type G one-way clear retroreflective markers as specified on plans.

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

Full compensation for furnishing and placing blue pavement markers shall be considered as included in the contract prices paid for various contract items and no additional compensation will be allowed therefor.

### **10-1.34 MARKERS AND DELINEATORS**

Markers and Delineators shall conform to the provisions in Section 82-5, "Markers" and Section 81-2, "Delineators" of the Standard Specifications and in these Special Provisions.

Markers and delineators on flexible posts shall be as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects, which affect appearance or serviceability.

Reflective sheeting for metal and flexible target plates shall be Type VII reflective sheet as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions.

The contract unit price paid for **Object Marker - Type L-1(CA)(OM2-2V)** shall include full compensation for furnishing all labor, materials (including metal posts) tools, equipment and incidentals, and for doing all work involved in furnishing and installing **Object Marker - Type L-1(CA)(OM2-2V)** complete in place as shown on the plans and as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.



### **10-1.35 SURVEY MONUMENTS**

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

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

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

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

The Contractor shall preserve and protect in place any established survey monumentation, when it is possible to do so. In areas of pavement removal where monuments are disturbed or damaged during construction, and the monuments have been located and referenced by a pre-construction survey, the contractor shall remove the damaged monument in its entirety prior to paving. Monuments not disturbed or damaged by construction activities may be left in place.

If any survey monumentation is disturbed or destroyed through negligence of the contractor, or by reason of the Contractor's failure to conform to requirements of this section, the survey monumentation shall be replaced or restored by the County Surveyor at the Contractor's expense.

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

### **10-1.36 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:

<b>Entities</b>	<b>Types of Conflict</b>	<b>Contact</b>	<b>Phone Number/ Email</b>
Bloomington Jr. High School	Bus Schedule 6:22am-8:45am, 3:55pm-4:45pm	Kathleen McGinn	(909) 876-4096

Bloomington High School	Bus Schedule 6:22am-8:45am, 3:55pm-4:45pm	Raynona Orona	(909)580-5003 ext.5386 Raynona_orona@colton.k12.ca.us
San Bernardino County Fire Dept.		Jim Johnstone	(909) 829-4441 jjohnstone@sbcfire.org
Slover Mountain High School	Bus Schedule 8:10am-9:15am	Raynona Orona	(909) 580-5003 ext.5386 Raynona_orona@colton.k12.ca.us
BURRTEC (Garbage Collector)		Bill Jones	(951) 786-0639 bjones@burrtec.com
US POSTAL OFFICE	Daily except Sundays	Raymond Lemos	(909) 877-5042 raymond.a.lemos@usps.gov

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.

## **10-2.00 SIGNALS AND LIGHTING (2018 CALTRANS REVISED STANDARD SPECIFICATIONS)**

### **10-2.10 Description**

The work to be done consists of furnishing electrical equipment and materials, and installing of electrical systems, include all traffic control and necessary appurtenant work for the installation of traffic signal and safety lighting at the following location(s):

1. Slover Ave & Linden Ave
2. Slover Ave & Locust Ave

Standard plans referred to on the temporary signal plans and in these Special Provisions for electrical work shall be in accordance with 2018 Caltrans Revised Standard.

The furnishing and installing of temporary traffic signals and highway lighting shall conform to Sections 86, "Electrical Work" and 87-20, "Temporary Electrical Systems," of the 2018 Caltrans Revised Standard Specifications and current revisions, and these Special Provisions.

### **10-2.11 Contractor Supplied Materials**

The Contractor shall provide all materials, including but not limited to: controller, controller cabinet, emergency vehicle preemption, uninterruptable power supply (ups), pull boxes, conduits, all wiring and conductors, vehicle video detection system, foundations, signal cables (3CSC), Type B push button assembly, pedestrian push button R10-3 (9"x12") sign, pedestrian push button post (4' – 10") and any other hardware necessary for the traffic signal and safety lighting installation.

**The Contractor shall furnish and install any additional electronic equipment required to provide the desired signal operation as shown on plan.**

### **10-2.12 Regulations and Code**

Electrical equipment must comply with the requirements listed in Section 86-1.01D (1), "General," of the 2018 Caltrans Revised Standard Specifications and these Special Provisions.

Attention is specifically directed to the California Administrative Code, Title 8, Subchapter 5, "Electrical Safety Orders," Articles 85 and 86, in accordance with which all persons and equipment working up to six (6) feet of high voltage power lines must meet the exceptions specified in the above mentioned code. The six (6) feet dimension shall be increased if required by Southern California Edison regulations.

### **10-2.13 Submittals**

Within 15 days after contract approval, the Contractor shall submit a list of electrical equipment and materials proposed to be installed. List of electrical equipment and material shall conform to the provision in Section 86-1.01C, "Submittals," of the 2018 Caltrans Revised Standard Specifications, and these Special Provisions.

### **10-2.14 Foundations**

Pole foundations shall conform to the provisions in Section 87-1.03E(3), "Concrete Pads, Foundations, and Pedestals

#### **CAST-IN-DRILLED-HOLE CONCRETE PILING**

Cast-in-drilled-hole concrete pile foundations shall conform to the provisions in Section 49-3, "Cast-In-Place Concrete Piling," of the Standard Specifications and these special provisions.

Concrete must contain not less than 590 pounds of cementitious material per cubic yard.

For standards and poles located in sidewalk areas, the pile foundation must be placed to final sidewalk grade before the sidewalk is placed. The top 4 inches must be square shaped.

### **10-2.15 Conduit**

Conduit shall conform to the provisions in Sections 86 and 87, "Electrical Systems," of the 2018 Caltrans Standard Specifications and these Special Provisions.

**All conduit shall be 4" minimum, schedule 80 electrical grade PVC unless otherwise noted or approved by the Engineer. Galvanized rigid steel conduit SHALL NOT be allowed as the final, installed material.**

Depth of all new conduit shall conform to the provisions of Section 87-1.03B(3), "Conduit Installation Underground". The contractor shall verify depth of existing conduit(s) for

conformance to Section 87-1.03B(3). In the event that existing conduit depth does not meet minimum requirements, the contractor shall relocate existing conduits and wiring as directed by the engineer.

Insulated bonding bushing will be required on all conduit.

Conduit runs shown on plans to be located behind curbs may be installed in the street, within three (3) feet of, and parallel to the face of the curb by the "Conduit Installation by the Trenching-In-Pavement Method" described in Section 87-1.03B(6). All pull boxes shall be located behind the curb or at the locations shown on the plans.

Conduit ends shall be sealed after installation to preclude water and dirt infiltration prior to pulling conductors.

After conductors have been installed, the ends of conduits terminating in pull boxes, service and controller cabinets shall be sealed with "a duct seal" type of sealing compound.

When a standard coupling cannot be used for coupling metal type conduit, a UL listed threaded union coupling, as specified in the third paragraph in Section 87-1.03B, "Conduit Installation," of the 2018 Caltrans Standard Specifications shall be used.

Only galvanized rigid steel conduit shall be used as a drilling or jacking rod, provided damaged or abraded sections are removed. Galvanized rigid steel conduit SHALL NOT be allowed as the final, installed material, only the drilling or jacking rod.

At locations where conduit is to be installed, by jacking or drilling as provided in Section 87-1.03B(5), "Conduit Installation by the Jacking and Drilling Method," of the 2018 Caltrans Revised Standard Specifications, and if delay to any vehicle will not exceed two minutes, conduit may be installed by the "Conduit Installation by the Trenching-In-Pavement Method" as specified in said Section 87-1.03B(6).

Spreading and finishing of portland cement concrete surfacing shall be performed by any method which will produce a portland cement concrete surfacing of uniform smoothness, and texture equal to the adjacent surface.

#### **10-2.16 Pedestrian Push Buttons**

Pedestrian push buttons shall conform to the provisions of Section 86-1.02T, "Accessible Pedestrian Signals," Section 86-1.02U, "Push Button Assemblies," of the 2018 Caltrans Standard Specifications, the most current Americans with Disabilities Act (ADA) requirements, and these Special Provisions.

Pedestrian push button housing shall be the metal type. Pedestrian push button shall be Type "B" Assembly per Standard Plan ES-5C and conform to the most current American Disabilities Act (ADA) Specifications. Posts for pedestrian push buttons must comply with Section 56-3, "Overhead Sign Structures, Standards, and Poles."

#### **10-2.17 Pull Boxes**

Pull boxes shall conform to the provisions in Section 86-1.02C, "Pull Boxes," and Section 87-1.03C, "Installation of Pull Boxes" of the 2018 Caltrans Standard Specifications and these special provisions.

The pull boxes shall be placed according to Caltrans Standard Plan RSP ES-1C and RSP ES-8A.

The pull boxes located in roadways or shoulder areas subject to traffic shall be equipped with steel traffic weight covers per Caltrans Standard Plan RSP ES-8B.

The pull boxes installed adjacent to the controller cabinet shall be 6 (E) .

Grout shall be placed in the bottom of pull boxes.

Pull boxes shall not be located in or within 1 foot of a curb access ramp. Pull boxes shall be placed with their tops flush with surrounding finished grade, except as required by the Engineer.

Pull boxes shall be installed at the locations shown on the plans and shall be spaced at no more than 200-foot intervals. The Contractor may, at the Contractor's expense, install additional pull boxes to facilitate the work.

Pull boxes covers shall be marked with "Traffic Signal." The "Caltrans" cover marking is not allowed.

#### **10-2.18 Conductors, Wiring and Cables**

Conductors and cables shall conform to the provisions in Section 86-1.02F, "Conductors and Cables," Section 87-1.03F, "Conductors and Cable Installations," Section 87-1.03H, "Conductors and Cables Splices," of the 2018 Caltrans Standard Specifications and these Special Provisions.

Conductors No. 10 AWG or larger, shall be spliced by the use of "C" shaped compression connectors as shown in the Standard Plans.

Splices shall be insulated by "Method B" as specified in Section 87-1.03H(2), "Splice Insulation Methods" of the 2018 Caltrans Standard Specifications.

Conductors shall be wrapped around projecting end of conduit in pull boxes. Cables shall be secured to the projecting end of conduit in pull boxes to prevent pulling of cables without removing the securing device.

The minimum insulation thickness, at any point, for Type USE, RHH, or RHW wire shall be 39 mils for conductor sizes No. 14 to No. 10, inclusive, and 51 mils for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 27 mils for conductors sizes No. 14 to No. 10, inclusive, 40 mils for No. 8, and 54 mils for No. 6 to No. 2, inclusive.

#### **10-2.19 Service**

Electrical service shall conform to the provisions in Section 86-2.11, "Service," of the Caltrans Standard Specifications and these Special Provisions.

**Service at this location shall be Type III-BF 120/240 volt service equipment enclosure with test switch per Caltrans Standard Plan RSP ES-2E and as shown on the plans.** The necessary conduit from the cabinet to the service point shall be installed by the CONTRACTOR as directed by the engineer and approved by Southern California Edison.

Service equipment shall be installed as soon as possible to enable the utility to schedule its work well in advance of the completion of the project.

#### **10-2.20 Bonding and Grounding**

Bonding and grounding shall conform to the provisions in Section 86-1.02F(1)(c)(ii) "Bonding Jumpers and Equipment Grounding Conductors," of the 2018 Caltrans Revised Standard Specifications and these Special Provisions.

Bonding jumpers in standards with hand holes and traffic pull box lid cover shall be attached by a UL-listed lug using a 3/16-inch diameter or larger brass or bronze bolt and shall run to the

conduit or bonding wire in the adjacent pull box. The grounding jumper must be visible after the standard is installed and the mortar pad and cap is placed on the foundation.

Equipment bonding and grounding conductors are required in all conduits, except when the conduits contain fiber optic cable. A No. 8 minimum bare copper wire shall run continuously in circuits, except for series lighting circuits, where No. 6 bare copper wire shall run continuously. The bonding wire size shall be increased to match the circuit breaker size in conformance with the Code, or shall be as shown on the plans. Conduits to be installed for future conductors, may omit the copper wire.

Ground metal conduit, service equipment, and grounded conductor at the service point as specified by NEC and service utility, except grounding electrode conductor must be No. 6 or larger.

#### **10-2.21 Operational Testing**

Operational test shall conform to the provisions in Section 87, "Electrical Systems," of the 2018 Caltrans Standard Specifications and these Special Provisions.

The Contractor shall arrange to have a signal technician, qualified to work on the controller assembly present at the time the equipment is activated.

The Contractor shall test each loop circuit for continuity, circuit resistance, and insulation resistance at the controller cabinet location.

The County will have their signal contractor on site to answer questions and to inspect the signal construction.

The Contractor shall notify Resident Engineer to make arrangements to be tested by County subcontractor (St. Francis Electric, LLC).

#### **10-2.22 SOLID-STATE TRAFFIC ACTUATED CONTROLLERS**

Solid-state traffic actuated controller units, cabinets, and auxiliary equipment shall conform to the provisions in Section 86-3, "Controller Assemblies," of the Caltrans Standard Specifications.

The Contractor shall furnish and install Cobalt controller with touch screen option including NEMA TS2-1 Type R controller cabinet with 16-channel MMU, and all appurtenant equipment. Controller cabinet shall include LED internal cabinet lighting and slide out drawer.

The CONTRACTOR shall furnish and install any additional electronic equipment required to provide the desired signal operation as shown on the plans.

The CONTRACTOR shall make all field-wiring connections to the terminal blocks in the controller cabinet.

The foundation for the Type "R" cabinet shall be per Caltrans Standard Plan RSP ES-3C. The foundation shall include furnishing and installing the anchor bolts.

The CONTRACTOR shall be responsible for all contacts with controller manufacturer required during the construction and functional testing portions of the contract.

Controller units equipped with a "guaranteed passage time feature" shall provide a method of omitting this feature without internal circuit modification.

The controller unit power supply shall be capable of supplying a minimum of 1/2 ampere to external circuits.

The convenience receptacle shall have ground-fault circuit interruption as defined by the code. Circuit interruption shall occur on a 5milliamperes of ground-fault current.

The manufacturer shall arrange to have a signal technician, qualified to work on the controller, present at the time the equipment is turned on.

A signal technician shall be able to change the lead/lag configuration of the controller assembly.

The CONTRACTOR must bid exactly to the specifications herein and the State Standard Specifications.

#### **10-2.23 PEDESTRIAN SIGNAL FACES**

Pedestrian signals shall conform to the provisions in Section 86-1.02S, "Pedestrian Signal Faces," of the Caltrans Standard Specifications and these Special Provisions.

Pedestrian heads shall have light emitting diode (LED) pedestrian modules.

All pedestrian signals shall be the countdown type.

#### **10-2.24 VEHICLE SIGNAL FACES**

Vehicle signal faces, signal heads and auxiliary equipment as shown on the plans, and the installation thereof, shall conform to the provisions in "Signal Heads" Section 87-1.02(R)1 through "Signal Faces" Section 87-1.02(R)4 of the Caltrans Standard Specifications and these Special Provisions.

All vehicle indications shall be 12" and have light emitting diode (LED) signal modules.

All vehicle heads shall be equipped with back plates. Back plates shall be pre-manufactured metallic with louvers and shall be of one piece construction. Hardware attaching back plate to signal head shall be equipped with washers. All vehicle heads shall be metallic. Signal head mounting hardware shall not be aluminum, including pipe and fittings.

#### **10-2.25 VIDEO DETECTION SYSTEM**

Video vehicle detection system shall conform to these Special Provisions. The CONTRACTOR shall furnish and install video detection system per the manufacture's specifications. Video detection system shall be by Autoscope Vision or as approved by the County of San Bernardino - Traffic Division.

Video detection data processing shall be within the camera to maximize cabinet space.

The video and power cables to be used between the camera and the controller cabinet shall be per the manufacturer's specifications. The manufacturer's instructions must be followed to ensure proper connection.

The video cable shall be installed in a continuous run with no splices. This is to prevent moisture from seeping into connections made in conduit and to help ensure ground isolation.

The supplier of the video detection system shall supervise the installation and testing of the video detection system. A factory certified representative from the supplier shall be on-site during installation.

#### **10-2.26 EMERGENCY VEHICLE PREEMPTION SYSTEM**

Emergency vehicle preemption (EVP) system shall conform to these Special Provisions.

The CONTRACTOR shall furnish and install the emergency vehicle preemption system. The emergency vehicle preemption system shall be infrared type and shall provide emergency vehicle detection for all four directions at the intersection of **Slover Avenue and Linden Avenue** and shall be installed per the manufacturer's specifications. The provided EVP system must be fully compatible with Global Traffic Technologies (Opticom) installed on County emergency vehicles including Fire. The Contractor shall contact the fire captain of the project area to ensure provided EVP is fully compatible with County Fire and emergency vehicles.

#### **10-2.27 UNINTERRUPTABLE POWER SUPPLY (UPS)**

The uninterruptable power supply (UPS) shall conform to these Special Provisions. The CONTRACTOR shall furnish and install uninterruptable power supply system consisting of nickel-zinc batteries with 1000 watt minimum battery storage.

Mounting method for both the batteries and unit shall be shelf-mount. All necessary hardware for mounting shall be included in the bid price of the UPS.

#### **10-2.28 LED LUMINAIRES**

LED luminaires shall conform to the provisions in Section 86-1.01C(3), "LED Luminaires," of the Caltrans Standard Specifications and these Special Provisions. The LED luminaires shall be furnished by the CONTRACTOR, at the intersection, with 200-watt lamps as shown on the plans.

#### **10-2.29 PHOTOELECTRIC CONTROLS**

The CONTRACTOR shall furnish and install Type V photoelectric control equipment for safety lighting. A lighting contactor shall be provided for the safety lights. A test switch shall be provided for the luminaire circuit.

Contactors shall be mechanical armature type.

The Contractor shall furnish and install in the service equipment enclosure a time delay photo cell for the luminaires.

#### **10-2.30 MAST ARM MOUNTED SIGNS AND RETROREFLECTIVE STREET NAME SIGNS**

The CONTRACTOR shall furnish and install the mast arm mounted signs and mounting brackets per Caltrans Standard Plan ES-7N, Detail U.

The CONTRACTOR shall furnish and install retroreflective street name signs per Caltrans Standard Plan ES-7P and secure signs with a 1/8-inch galvanized steel cable as shown on the plan. The Contractor shall furnish mounting assembly (brackets) for mounting the retroreflective street names on the signal mast arm per Caltrans Standard Plan ES-7P.

#### **10-2.31 SIGNAL "TURN-ON"**

Functional Testing shall conform to the provisions in Section 86-2.14C, "Functional Testing," of the Caltrans Standard Specification and these Special Provisions.

Perform functional test to show that each part of the system functions as specified.



The CONTRACTOR shall notify the County's Field Inspector, five (5) working days prior to the signal "Turn-On" and Functional Testing.

Turn-on of the traffic signal system shall not be made on Monday or Friday or the day preceding a legal holiday.

The CONTRACTOR shall arrange to have a qualified field technician qualified to work on the emergency preemption system and employed by the manufacturer or his representative, to be present at the time the equipment is activated.

The County will have their signal contractor on site to answer questions and to inspect the signal construction.

#### **10-2.32 PAYMENT**

The contract lump sum price for "**Signals and Lighting**" shall include full compensation for furnishing all labor, materials, testing, tools, equipment and incidentals, and for doing all the work involved in constructing the traffic signals, complete in place, as shown on the plans, or as directed by the Engineer.

NOT FOR BID

*Permits and Agreements  
(Brown Pages)*

*inserted here*

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

**CEQA-NOE**

NOT FOR BID



# Interoffice Memo

**DATE** January 25, 2021

**PHONE** 387-8109

**FROM** HAROLD ZAMORA, P.E., Chief *HZ*  
Environmental Management Division

**MAIL CODE** 0835

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

File: H14970 and H14967

**SUBJECT** CEQA EXEMPTION: SLOVER AVENUE DRAINAGE AND TRAFFIC SIGNAL  
IMPROVEMENTS (WORK ORDER #H14970 AND H14967) UPDATED

In May, 2019, EMD forwarded to your office a signed CEQA Exemption and interoffice memo with the relevant project environmental conditions for the above project. Since then, design modifications have been made at the intersection of Alder Ave. and Slover Ave. as well as along Alder Ave., south of the intersection.

Design modifications include the removal of the cross gutter design at the above-referenced intersection and the addition of two Best Management Practices (BMP) infiltration drainage inlets: one at the southwest corner of the intersection of Alder and Slover, and a second structure approximately 600 feet south of the intersection, along the west side of Alder Ave. There will be some minor pavement reconstruction to accommodate the drainage inlets.

## ENVIRONMENTAL DETERMINATION

The project still meets the criteria for an exemption under Section 15301, Class 1 (c) 'Existing Facilities'. Further, the project does not meet the exceptions criteria identified under Section 15300.2.

## ENVIRONMENTAL CONDITIONS

The following conditions apply to this project:

### Cultural Resources

1. There exists the potential for the Project Area to contain buried archaeological material where surface-level manifestations are no longer present. The Clark Mountain Archaeological Site, a pre-contact Native American occupation site, has been recorded within 1 mile of the Project Area in Delhi Series soils similar to those in the western portion of the Project Area. **For excavations that extend beyond previously disturbed sediments into native sediments in the western portion of the Project area, spot check cultural monitoring will be required. Two weeks prior to the start of**

**construction, contact DPW Cultural Resource Specialist Jesse Yorck at 909-531-2547.** Mr. Yorck will be able to inspect the sediments and determine the need for further observation. Should significant subsurface prehistoric or historic archaeological resources appear to be encountered during construction, the evaluation of any such resources should proceed in accordance with all appropriate Federal, State, and local guidelines. Specifically, all work must be halted in the immediate vicinity of the cultural resource found until the significance of the resource can be assessed.

2. If human remains are encountered during construction, then the San Bernardino County Coroner's Office must be contacted in accordance with state law within 24 hours of the find, and all work should be halted until a clearance is given by that office and any other involved agencies. The Coroner's Office may be contacted at the Coroner's Division, County of San Bernardino, 175 S. Lena Road, San Bernardino, CA.

To complete the Categorical Exemption process, I recommend that the attached Notice of Exemption (NOE), 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 Michele Derry, - Planner III at 387-8114, who coordinated this review.

HZ:MD:ms

Attachment: Notice of Exemption  
Location Map

cc: E. Ruvalcaba, Transportation Design

## Notice of Exemption

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

☒ Clerk of the Board of Supervisors  
County of San Bernardino  
385 North Arrowhead Avenue, Second Floor  
San Bernardino, CA 92415-0130

From: County of San Bernardino  
Department of Public Works  
Environmental Management Division  
825 E. Third Street, Room 123  
San Bernardino, CA 92415-0835

### Project Description

**Project Title:** Slover Avenue Drainage and Traffic Signal Improvements (Work Order #H14970 and H14967)

**Project Location:** At the intersections of Slover Ave. and Alder Ave., Slover Ave., and Locust Ave., and Slover Ave. and Linden Ave., in the unincorporated community of Bloomington, CA.

**Project Description:** The project involves infrastructure improvements that include, but are not limited to, cross gutter improvements, ADA ramp replacements, curb, gutter, sidewalk infill and related paving and striping at the intersections of Slover Ave. and Alder Ave. and Slover Ave. and Locust Ave., Best Management Practice (BMP) drainage inlets and minor pavement reconstruction along Alder Ave., and a signal installation at the intersection of Slover Ave. and Linden Ave.

Harold Zamora, P.E.

Lead Agency Contact Person

(909) 387-8109

### Applicant

County of San Bernardino Dept. of Public Works

825 E. Third Street

Address

San Bernardino, CA 92415-0835

(909) 387-8109

Phone

### Representative

Michele Derry

Name

Same as Applicant

Address

Same as Applicant

Phone

Exempt Status: (check one)

- ☐ Ministerial [Sec. 21080(B)(1); 15263];  
☐ Declared Emergency [Sec. 21080(B)(3); 15269(a)];  
☐ Emergency Project [Sec. 21080(B)(4); 15269(b)];  
☒ Categorical Exemption. State type and section: Section 15301, Class 1(c): Existing Facilities  
☐ Statutory Exemptions. State code number: \_\_\_\_\_  
☐ Other Exemption: \_\_\_\_\_

Reasons why project is exempt: This project qualifies as exempt under a Section 15301 Class 1(c), of the California Environmental Quality Act (CEQA) Guidelines because the project involves the operation, repair, maintenance and/or minor alteration of existing public infrastructure. The project does not meet the Exceptions criteria identified in Section 15300.2. There are no unusual circumstances or cumulative impacts that would result in significant findings, there are no scenic highways impacted, there are no historic resources present and the project is not located on a hazardous waste site.

Signature Harold Zamora, P.E.

Chief, Environmental Mgmt. Div.

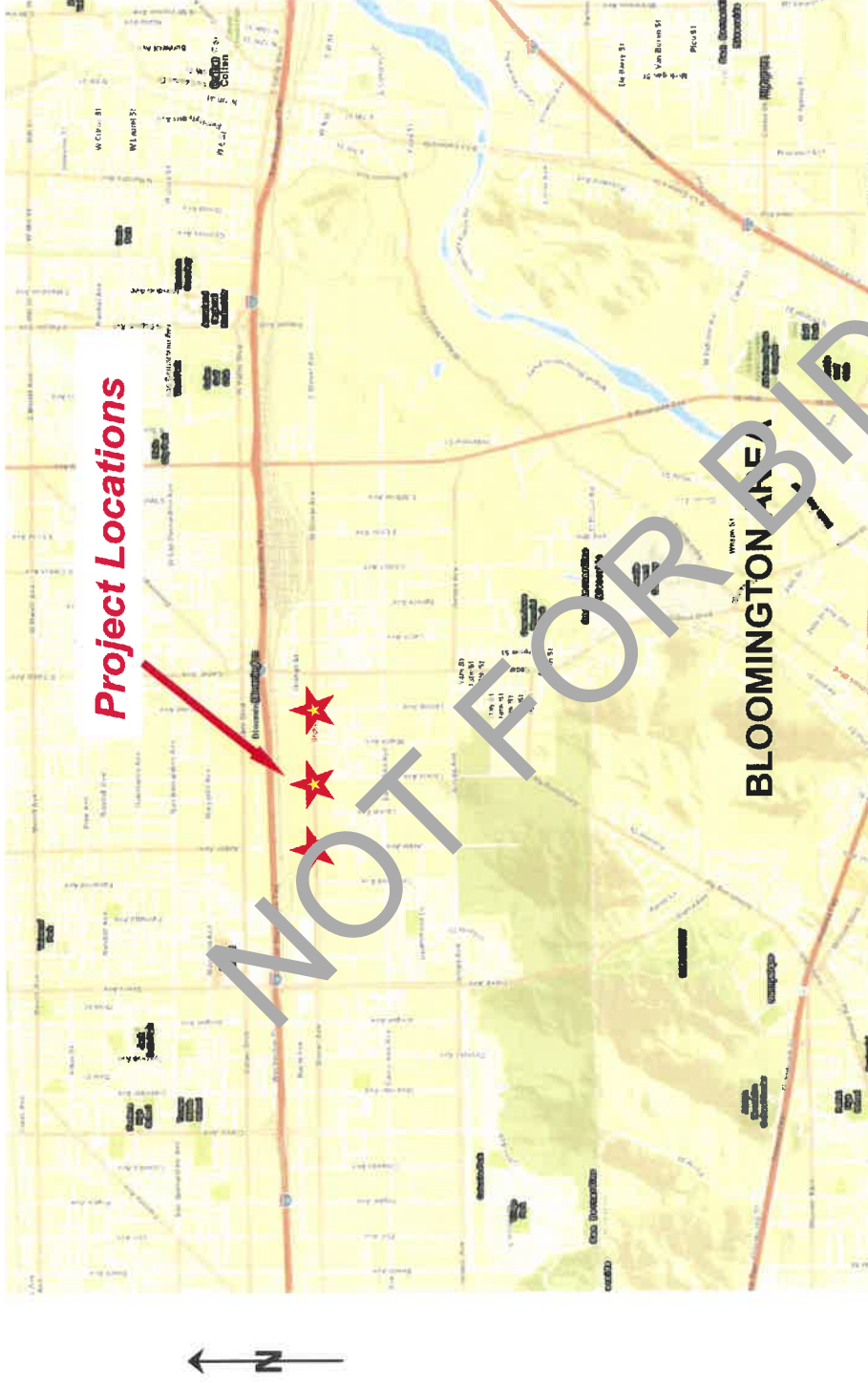
Title

1/25/21

Date

☒ Signed by Lead Agency ☐ Signed by Applicant  
Date received for filing at OPR: N/A

# Attachment 1



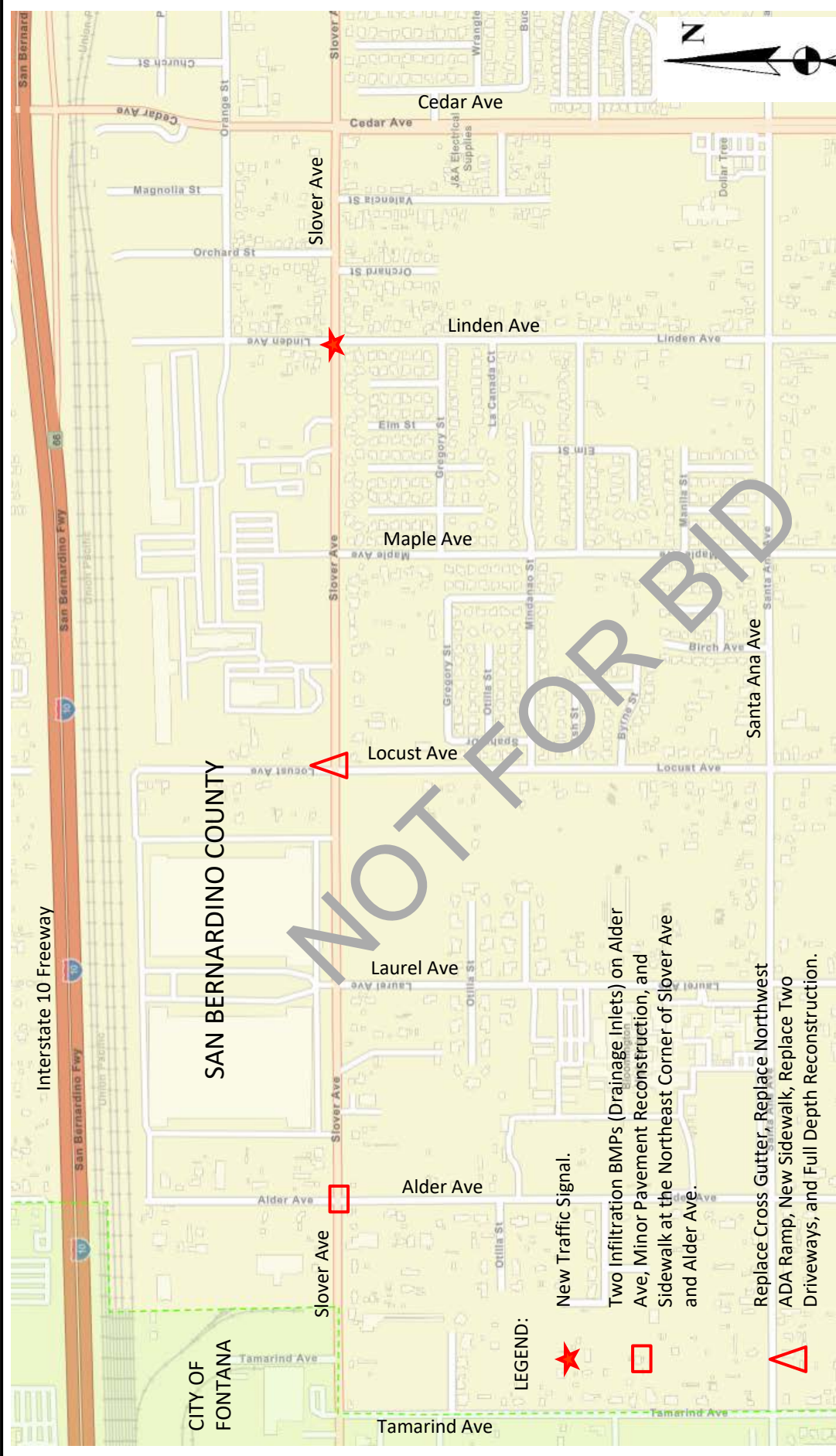
**VICINITY MAP**  
Slover Ave.  
Work Order  
No.H14967/H14970



COUNTY OF SAN BERNARDINO  
**DEPARTMENT OF PUBLIC WORKS**

**South Bloomington –  
Slover Avenue Intersection  
Improvements**





**Bloomington Area**

**LOCATION MAP**  
**SLOVER AVENUE**  
**DRAINAGE AND TRAFFIC SIGNAL IMPROVEMENT PROJECT**  
**AT ALDER AVE, LOCUST AVE, AND LINDEN AVE**



**SAN BERNARDINO COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
**Maintenance Yard 3**  
**W.O. Nos: H14970 AND H14967**



*Standard and Special Drawings  
(Green Pages)*

*inserted here*

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

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

### **ADA RAMP GUIDELINES AND INSPECTION SHEETS**

#### **COUNTY STANDARDS AND SPECIAL DRAWINGS**

109 (MODIFIED)	115	117	119 (MODIFIED)
205	206 (Type A)	206 (A)	206 (B)
303	303a	303b	
Special Drawing 100	Special Drawing 102		

#### **2015 CALTRANS STANDARD PLANS**

A20A	A20B	A20D	A24A	A24C
A24D	A24F	P1	P10	P20
RSP A88A	RSP T9	RSP T10	T11	T13

#### **2018 CALTRANS STANDARD PLANS**

RSP ES-1A	RSP ES-1B	RSP ES-1C	ES-2C	RSP-ES-2E
RSP ES-3C	RSP ES-4B	ES-5C	RSP ES-7A	RSP ES-7B
ES-7N	ES-7P	ES-7R	RSP ES-8A	RSP ES-8B

#### **CALIFORNIA MUTCD 2014**

FIG 2A-2 (CA)      FIG 2C-13 (CA) – (Sheet 2 of 2)



## NOTICE TO THE RESIDENTS OF SLOVER AVENUE

The County of San Bernardino Department of Public Works has contracted with (Company name) for the (type of work) of (name of road) in the (city) 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 SLOVER AVENUE

El Condado de San Bernardino, Departamento de Obras Públicas, ha 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.

Habrán 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)**

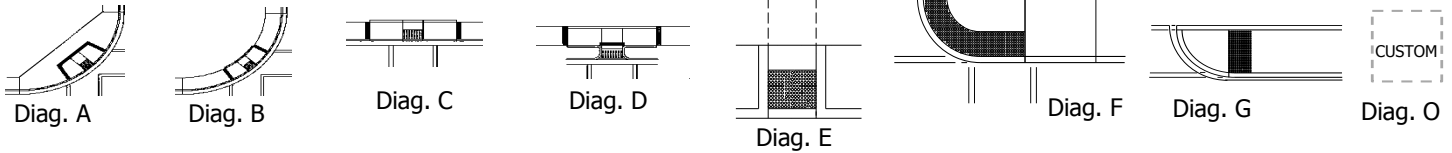
**(Company contact name)**

**(Company phone number)**

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

# ADA CURB RAMP GUIDELINES AND INSPECTION REPORT

## 1 RAMP DIAGRAM (See below including corresponding Diagram herewith attached)



**2 RAMP/Ramp 1 WIDTH = \_\_\_\_\_ FT** (4'-2" minimum A,B,C,D,E,F AND F Mod. ) The minimum width of the ramp perpendicular to the path of travel. Does not include the flared sides for Diag. A ramps or the top of curb width for Diag. B, C, E and F ramps.

**3A RAMP/Ramp 1 or Ramp 3 RUN SLOPE = \_\_\_\_\_ %** (7.50% maximum, from flow line) The maximum slope of the ramp along the path of travel.

**3B RAMP/Ramp1 RUN CROSS SLOPE = \_\_\_\_\_ %** (1.50% maximum) The maximum slope of the ramp perpendicular/across the path of travel.

**4 RAMP 2 WIDTH (if applicable) = \_\_\_\_\_ FT** (4'-2" minimum) The minimum width of the ramp perpendicular to the path of travel. Does not include the top of curb width.

**4A RAMP 3 WIDTH (if applicable)= \_\_\_\_\_ FT** (3'-10" minimum) The minimum width of the ramp perpendicular to the path of travel. Does not include the top of curb width.

**5A RAMP 2 RUN SLOPE (if applicable) = \_\_\_\_\_ %** (7.50% maximum) The maximum slope of the ramp along the path of travel.

**5B RAMP 2 RUN CROSS SLOPE = \_\_\_\_\_ %** (1.50% maximum) The maximum slope of the ramp perpendicular/across the path of travel.

**6 FLARED SIDE SLOPE (LEFT) = \_\_\_\_\_ %** (9.0% maximum) The maximum slope of the flared side adjacent to the back of curb.

**7 FLARED SIDE SLOPE (RIGHT)= \_\_\_\_\_ %** (9.0% maximum) The maximum slope of the flared side adjacent to the back of curb.

**8 LANDING WIDTH = \_\_\_\_\_ FT** (4'-2" minimum Diag. A & E ; 5' minimum Dig. B,C ,D and F; 5' or less Dig. G) The minimum distance in the direction of travel of the ramp where a wheelchair makes a 90 degree turn.

**9A LANDING SLOPE = \_\_\_\_\_ %** (1.50% maximum) The maximum slope in both directions. **A** direction travel of the ramp (Y axis).

**9B LANDING CROSS SLOPE = \_\_\_\_\_ %** (1.50% maximum) The maximum slope in both directions. **B** direction perpendicular/across to the path of travel (X axis)

**9C LANDING SLOPE = \_\_\_\_\_ %** (5.0% maximum) The maximum slope. **C** direction perpendicular/across to the path of travel (X axis)

**10A STREET/GUTTER SLOPE = \_\_\_\_\_ %** (5.00% maximum counter slope) The maximum counter slope of the street in the direction of the path of travel of the ramp from the flow line to 4' into the street.

**10B STREET/GUTTER CROSS SLOPE = \_\_\_\_\_ %** (1.50% maximum cross slope, when traffic controls are present. Grade is permitted to equal the street grade/geometry when traffic controls are not present) The maximum cross slope of the street in perpendicular/across path of travel of the ramp from the flow line to 4' into the street.

**11 LIP ? = Y (yes) or N (no)** (NO lips are permitted. If the answer is YES, then the ramp is non-compliant.) Is there a lip where the bottom of the ramp meets the flow line of the gutter?

**12 DETECTABLE WARNING SURFACE? = Y (yes) or N (no)** (YES required) Is there a detectable warning surface that is the full width of the ramp and 3.0' deep? Glue down detectable warning surface is not allowed.

**13A CROSSWALK? = Y (yes) or N (no)** (Crosswalks are optional) Is there a marked crosswalk?

**13B CROSSWALK? = Y (yes) or N (no)** (Crosswalks are optional) Is there a marked crosswalk?

MAJOR ST:

ROAD NO. (MAJOR ST):

MINOR ST:

PROJECT NUMBER:

CORNER: NE NW SE SW N E S W

INSPECTOR:

DATE:

# ADA CURB RAMP INSPECTION REPORT - Diag. A

**SECTION A-A**

WP)=WEAKEND PLANE JOINT  
S\*=MATCH EXIST S/W CROSS SLOPE  
S\*\*=EXIST STREET GRADE

LANDING SLOPE & CROSS SLOPE (1.50% MAX)  
9A 9B

RAMP SLOPE 7.5% MAX  
3A

DETECTABLE WARNING SURFACE 3.0 FT  
12 FT

STREET/GUTTER COUNTER SLOPE 5.00% MAX  
10A

RETAINING CURB IF NECESSARY

LIP AT FLOW LINE "NO"  
11 Y or N

RAMP WIDTH 4'-2" MIN OR 5'-0" MIN (IF RET. CURB NECESSARY)  
2 FT

LANDING CROSS SLOPE 1.50% MAX  
9B 9A

LANDING WIDTH 4'-2" MIN  
8 FT

(0-15') MAX OR AS DET. BY ENGINEER TRANS. LENGTH

FLARED SIDE SLOPE ADJACENT TO BACK OF CURB 9.0% MAX  
6

RAMP CROSS SLOPE 1.50% MAX  
3B

FLARED SIDE SLOPE ADJACENT TO BACK OF CURB 9.0% MAX  
7

EXIST S/W WP) S\* 9A 1.50 max

TRANS. LENGTH (0-15') MAX OR AS DET. BY ENGINEER

BCR 9A 1.50 max

Where a Flared side occurs provide 2' Min of curb

CROSSWALK 13B Y or N

STREET/GUTTER CROSS SLOPE 1.50% MAX  
10B

CROSSWALK 13A Y or N

Where a Flared side occurs provide 2' Min of curb

BACK OF CURB  
FLOW LINE  
EDGE OF GUTTER  
S\*\* ECR

MAJOR ST:

MINOR ST:

CORNER: NE NW SE SW N E S W

INSPECTION TYPE:

- ☐ ALL NEW CONSTRUCTION
- ☐ EXISTING - FULL RECONSTRUCTION
- ☐ EXISTING - MINOR MODIFICATION
- ☐ ADD TO EXISTING (MISSING)
- ☐ EXISTING - INSPECTION ONLY

INTERSECTION SKETCH

N

-DRAW NORTH ARROW  
-LABEL STREET NAMES  
-MARK RAMP LOCATION

NOTES:  
Diagram A conforms with CALTRANS STD. A88A  
Modified (CASE A ) Detail-B.

**CURB RAMP:**

COMPLIANT ☐ NON-COMPLIANT ☐

PROJECT NUMBER:

INSPECTOR:

DATE:

# ADA CURB RAMP INSPECTION REPORT - Diag. B

**SECTION A-A**

WP)=WEAKEND PLANE JOINT  
 S\*=MATCH EXIST S/W CROSS SLOPE  
 S\*\*=EXIST STREET GRADE

MAJOR ST: \_\_\_\_\_

MINOR ST: \_\_\_\_\_

CORNER: NE NW SE SW N E S W

INSPECTION TYPE:

- ☐ ALL NEW CONSTRUCTION
- ☐ EXISTING - FULL RECONSTRUCTION
- ☐ EXISTING - MINOR MODIFICATION
- ☐ ADD TO EXISTING (MISSING)
- ☐ EXISTING - INSPECTION ONLY

**INTERSECTION SKETCH**

NOTES:

Concentric Diagram B Conforms with CALTRANS STD. A88A Modified (Case C)

**CURB RAMP:**

COMPLIANT ☐ NON-COMPLIANT ☐

PROJECT NUMBER: \_\_\_\_\_

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

# ADA CURB RAMP INSPECTION REPORT - Diag. C

DETECTABLE WARNING SURFACE  
3.0 FT

LANDING SLOPE & CROSS SLOPE  
1.50% MAX

STREET/GUTTER COUNTER SLOPE  
5.00% MAX

RETAINING CURB

LIP AT FLOW LINE  
"NO"

**SECTION A-A**

RAMP 1 CROSS SLOPE  
1.50% MAX

RAMP 1 SLOPE  
7.50% MAX

LANDING SLOPE & CROSS SLOPE  
1.50% MAX

RAMP 2 CROSS SLOPE  
1.50% MAX

RAMP 2 SLOPE  
7.50% MAX

LANDING WIDTH  
5.0' MIN

BACK OF WALK  
FACE OF CURB

BACK OF CURB

FLOW LINE

EDGE OF GUTTER

CROSSWALK

STREET/GUTTER CROSS SLOPE  
1.50% MAX

CROSSWALK

MAJOR ST:

MINOR ST:

CORNER: NE NW SE SW N E S W

INSPECTION TYPE:

ALL NEW CONSTRUCTION

EXISTING - FULL RECONSTRUCTION

EXISTING - MINOR MODIFICATION

ADD TO EXISTING (MISSING)

EXISTING - INSPECTION ONLY

INTERSECTION SKETCH

NOTES:

Diagram C conforms with CALTRANS STD A88A Modified (Case C)

**CURB RAMP:**

COMPLIANT ☐ NON-COMPLIANT ☐

PROJECT NUMBER:

INSPECTOR:

DATE:



# ADA CURB RAMP INSPECTION REPORT - Diag. D

**SECTION A-A**

RETAINING CURB

LANDING SLOPE & CROSS SLOPE 1.50% MAX

9 A % 9 B %

RAMP CROSS SLOPE 1.50 % MAX

3 B %

DETECTABLE WARNING SURFACE 3.0 FT

12 FT

RAMP 3 SLOPE 7.50% MAX

3A %

STREET/GUTTER COUNTER SLOPE 5.00% MAX

10A %

LIP AT FLOW LINE "NO"

11 Y or N

4'

**SECTION A-A**

RAMP 1 CROSS SLOPE 1.50% MAX

3 B %

RAMP 1 SLOPE 7.50% MAX

3A %

LANDING SLOPE & CROSS SLOPE 1.50 % MAX

9A 9B

LANDING WIDTH 5.00 FT MIN

8 FT

RAMP 2 CROSS SLOPE 1.50% MAX

5A %

RAMP 2 SLOPE 7.50% MAX

BACK OF WALK

FACE OF CURB

RAMP 1 WIDTH 4'-2" MIN

2 FT

RAMP 2 WIDTH 4'-2" MIN

4 FT

RAMP 3 SLOPE 7.50% MAX

3A %

RAMP 3 WIDTH 3'-10" MIN

4A

BACK OF CURB

FLOW LINE

EDGE OF GUTTER

CROSSWALK

13A Y or N

STREET/GUTTER CROSS SLOPE 1.50% MAX

10 B %

MAJOR ST:

MINOR ST:

CORNER: NE NW SE SW N E S W

INSPECTION TYPE:

- ☐ ALL NEW CONSTRUCTION
- ☐ EXISTING - FULL RECONSTRUCTION
- ☐ EXISTING - MINOR MODIFICATION
- ☐ ADD TO EXISTING (MISSING)
- ☐ EXISTING - INSPECTION ONLY

INTERSECTION SKETCH

N

-DRAW NORTH ARROW  
-LABEL STREET NAMES  
-MARK RAMP LOCATION

NOTES:

Diagram D conforms with CALTRANS STD A88A Modified (Combined case C & F)

**CURB RAMP:**

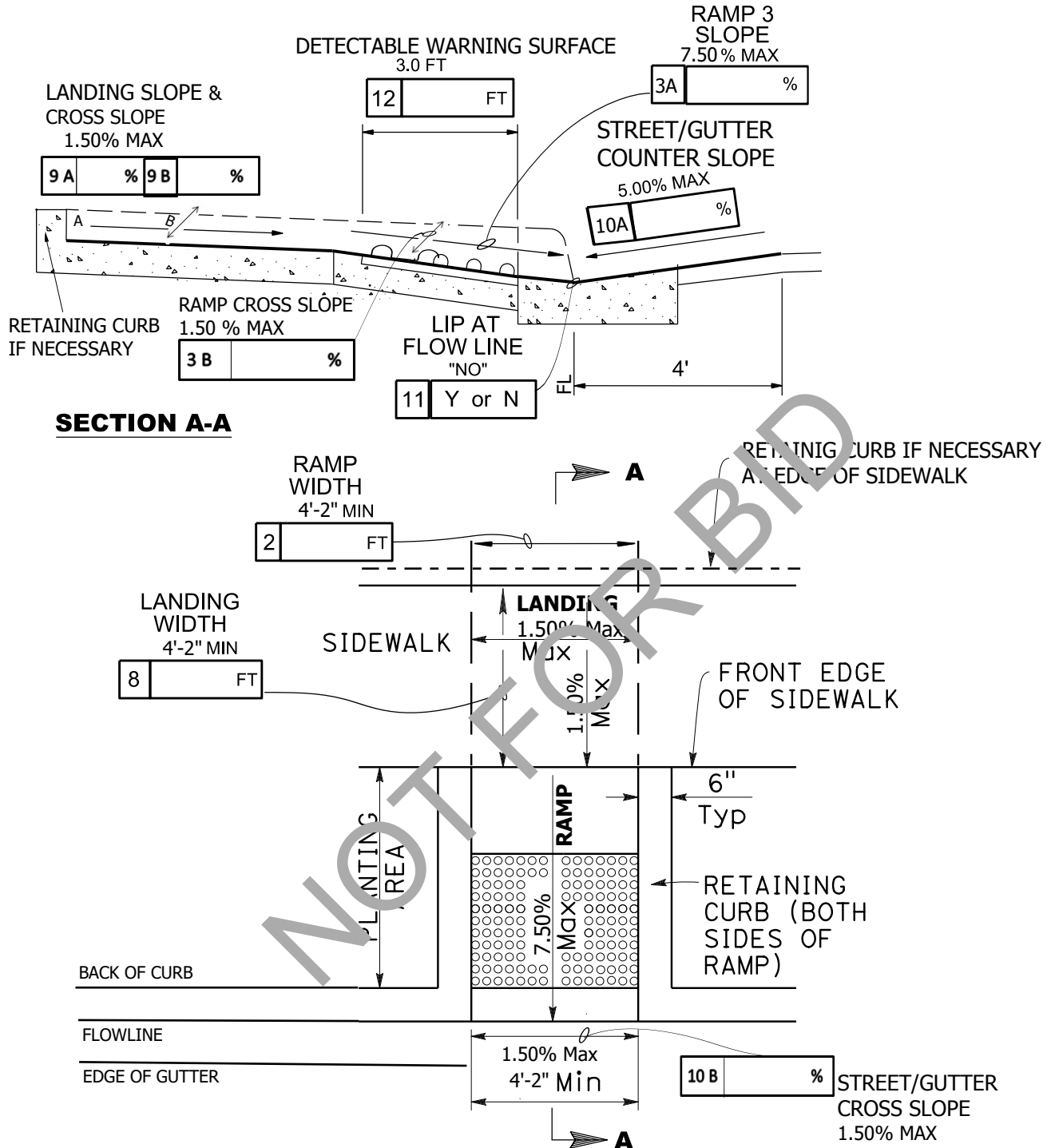
COMPLIANT ☐ NON-COMPLIANT ☐

PROJECT NUMBER: \_\_\_\_\_

INSPECTOR: \_\_\_\_\_

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

# ADA CURB RAMP INSPECTION REPORT - Diag. E



MAJOR ST:

MINOR ST:

CORNER: NE NW SE SW N E S W

INSPECTION TYPE:

- ☐ ALL NEW CONSTRUCTION
- ☐ EXISTING - FULL RECONSTRUCTION
- ☐ EXISTING - MINOR MODIFICATION
- ☐ ADD TO EXISTING (MISSING)
- ☐ EXISTING - INSPECTION ONLY

INTERSECTION SKETCH

N

-DRAW NORTH ARROW  
-LABEL STREET NAMES  
-MARK RAMP LOCATION

NOTES:

Diagram E conforms with CALTRANS STD A88A Modified (Case F)

**CURB RAMP:**

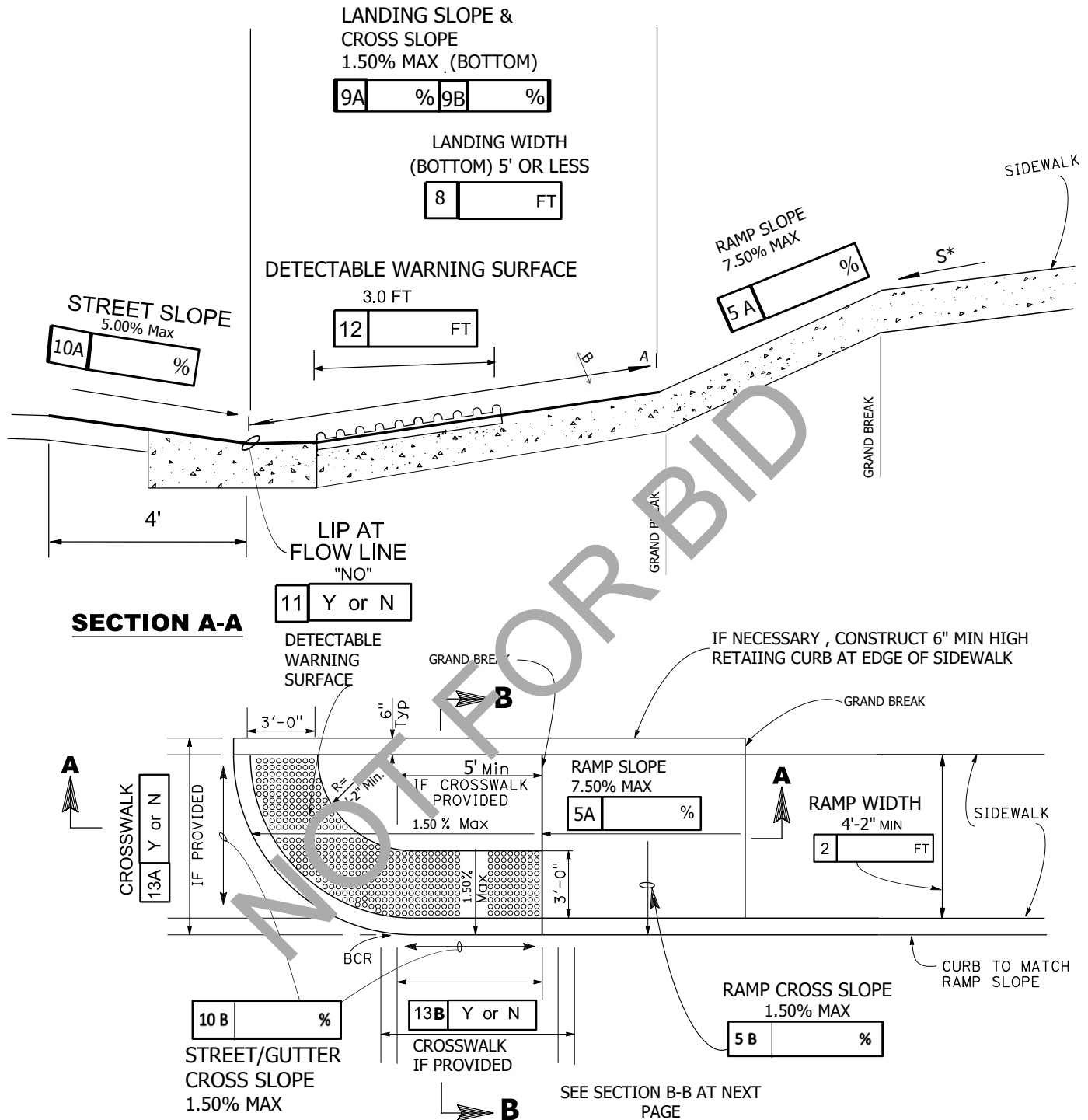
COMPLIANT ☐ NON-COMPLIANT ☐

PROJECT NUMBER: \_\_\_\_\_

INSPECTOR: \_\_\_\_\_

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

# ADA CURB RAMP INSPECTION REPORT - Diag. F



MAJOR ST:

MINOR ST:

CORNER: NE NW SE SW N E S W

INSPECTION TYPE:

- ☐ ALL NEW CONSTRUCTION
- ☐ EXISTING - FULL RECONSTRUCTION
- ☐ EXISTING - MINOR MODIFICATION
- ☐ ADD TO EXISTING (MISSING)
- ☐ EXISTING - INSPECTION ONLY

INTERSECTION SKETCH

N

-DRAW NORTH ARROW  
-LABEL STREET NAMES  
-MARK RAMP LOCATION

NOTES:

**CURB RAMP:**

COMPLIANT ☐ NON-COMPLIANT ☐

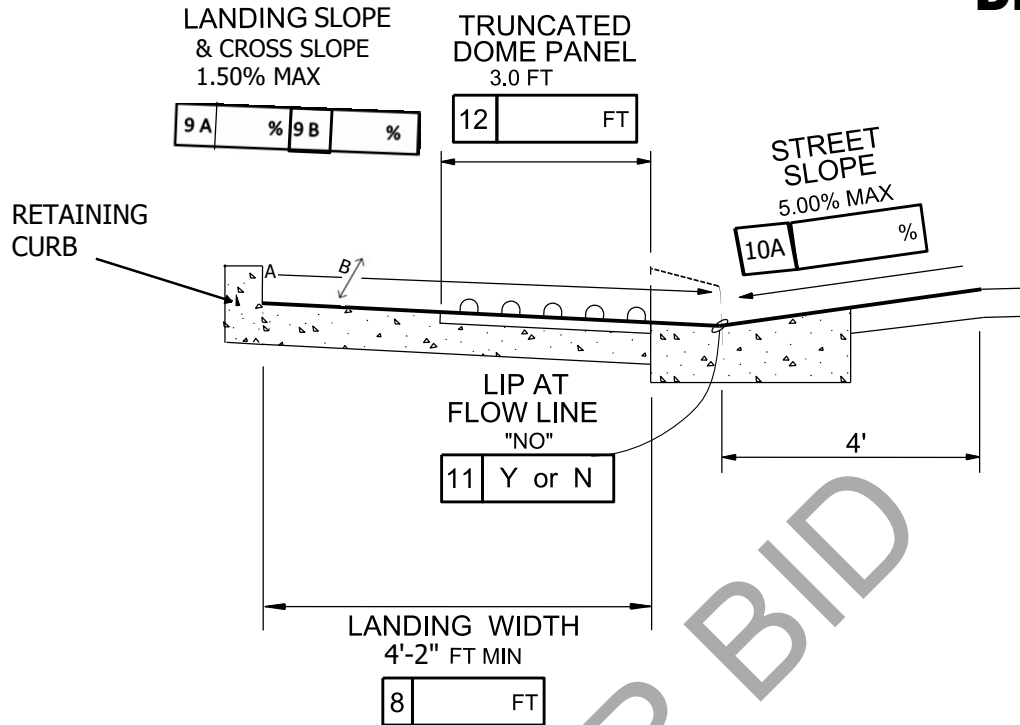
PROJECT NUMBER: \_\_\_\_\_

INSPECTOR: \_\_\_\_\_

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

# ADA CURB RAMP INSPECTION REPORT - CONTINUE

**Diag. F**



**MAJOR ST:**

**MINOR ST:**

**CORNER:** NE NW SE SW N E S W

**INSPECTION TYPE:**

- ☐ ALL NEW CONSTRUCTION
- ☐ EXISTING - FULL RECONSTRUCTION
- ☐ EXISTING - MINOR MODIFICATION
- ☐ ADD TO EXISTING (MISSING)
- ☐ EXISTING - INSPECTION ONLY

**INTERSECTION SKETCH**

**N**

-DRAW NORTH ARROW  
-LABEL STREET NAMES  
-MARK RAMP LOCATION

**NOTES:**

**CURB RAMP:**

**COMPLIANT** ☐ **NON-COMPLIANT** ☐

**PROJECT NUMBER:** \_\_\_\_\_

**INSPECTOR:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

# ADA CURB RAMP INSPECTION REPORT - Diag. G

**SECTION A A**

LANDING WIDTH (BOTTOM) 5' OR LESS  
8 FT

LANDING SLOPE & CROSS SLOPE 1.50% MAX (BOTTOM)  
9A % 9B %

STREET SLOPE 5.00% Max  
10A %

RAMP SLOPE 7.50% MAX  
5A %

4'

LIP AT FLOW LINE "NO"  
11 Y or N

GUTTER FLOWLINE

5' or less (both ends of bottom grade brake from back of curb)

3'-0"

6" typ

IF NECESSARY, CONSTRUCT 6" MIN HIGH RETAINING CURB AT EDGE OF SIDEWALK

RAMP WIDTH 4'-2" MIN  
2 FT

RAMP CROSS SLOPE 1.50% MAX  
5B %

RAMP SLOPE 7.50% MAX

1.50% MAX

BCR

Grad Brake

DETECTABLE WARNING SURFACE 3.0 FT DEPTH  
12 FT

CURB TO MATCH RAMP SLOPE

CROSSWALK

13A Y or N

IF PROVIDED

STREET/GUTTER CROSS SLOPE 1.50% MAX  
10B %

SIDEWALK

MAJOR ST:

MINOR ST:

CORNER: NE NW SE SW N E S W

INSPECTION TYPE:

- ☐ ALL NEW CONSTRUCTION
- ☐ EXISTING - FULL RECONSTRUCTION
- ☐ EXISTING - MINOR MODIFICATION
- ☐ ADD TO EXISTING (MISSING)
- ☐ EXISTING - INSPECTION ONLY

INTERSECTION SKETCH

N

-DRAW NORTH ARROW  
-LABEL STREET NAMES  
-MARK RAMP LOCATION

NOTES:

**CURB RAMP:**

COMPLIANT ☐ NON-COMPLIANT ☐

PROJECT NUMBER: \_\_\_\_\_

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

# ADA CURB RAMP INSPECTION REPORT - CUSTOM

NOT FOR BID

**MAJOR ST:**

**MINOR ST:**

**CORNER:** NE NW SE SW N E S W

**INSPECTION TYPE:**

- ☐ ALL NEW CONSTRUCTION
- ☐ EXISTING - FULL RECONSTRUCTION
- ☐ EXISTING - MINOR MODIFICATION
- ☐ ADD TO EXISTING (MISSING)
- ☐ EXISTING - INSPECTION ONLY

**INTERSECTION SKETCH**

**N**

-DRAW NORTH ARROW  
-LABEL STREET NAMES  
-MARK RAMP LOCATION

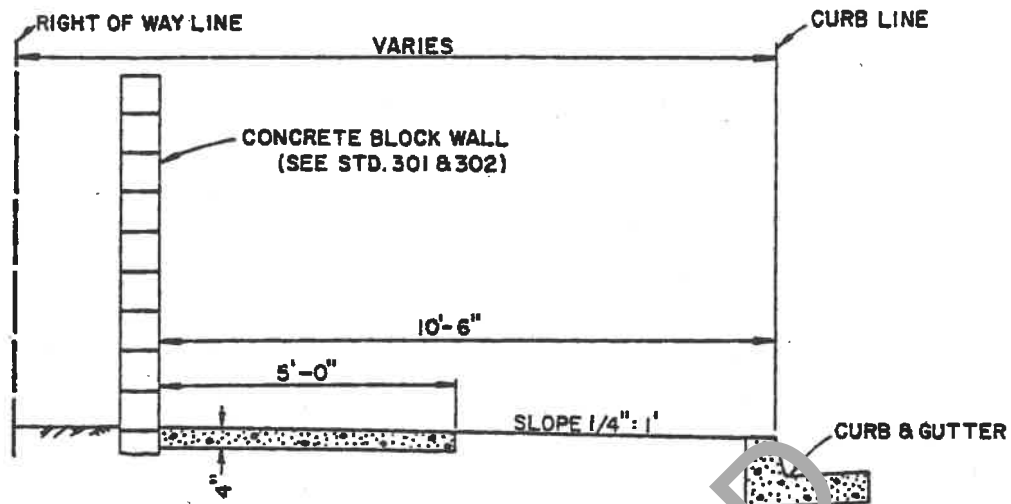
NOTES:

**CURB RAMP:**

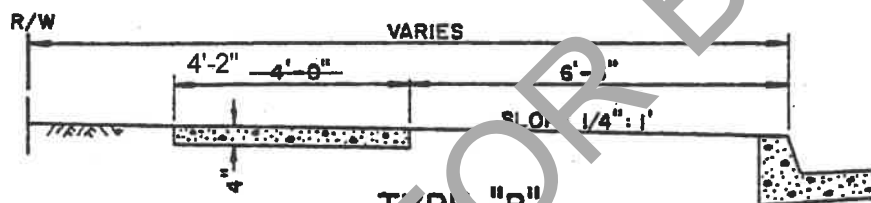
COMPLIANT ☐ NON-COMPLIANT ☐

**PROJECT NUMBER:** \_\_\_\_\_

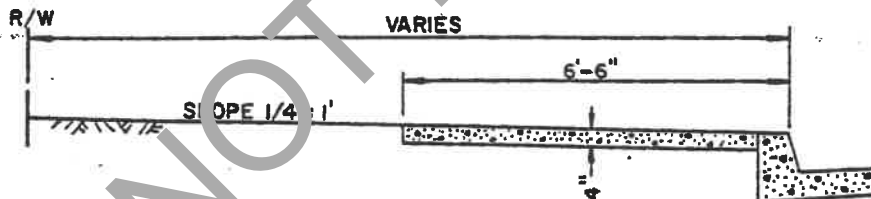
**INSPECTOR:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



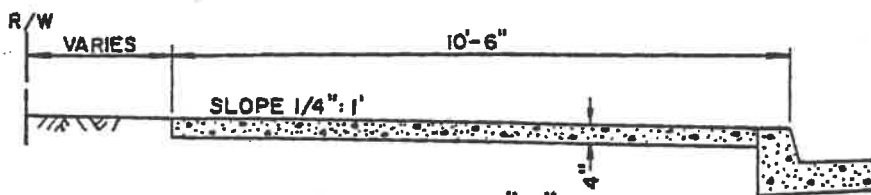
**TYPE "A"**



**TYPE "B"**



**TYPE "C"**



**TYPE "D"**

1. TYPE "C" SIDEWALKS ADJACENT TO CURB SHALL ONLY BE USED ON LOCAL AND COLLECTOR STREETS AND ONLY UPON APPROVAL OF THE TRANSPORTATION DEPT.
2. SIDEWALK SHALL BE CONSTRUCTED OF CLASS "B" CONCRETE.
3. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED ON 10' SPACING.
4. SCORING SIDEWALK WILL BE PERMITTED.
5. IN EXPANSIVE SOIL AREAS, REFER TO SECTION 73 OF THE COUNTY SPECIFICATIONS.

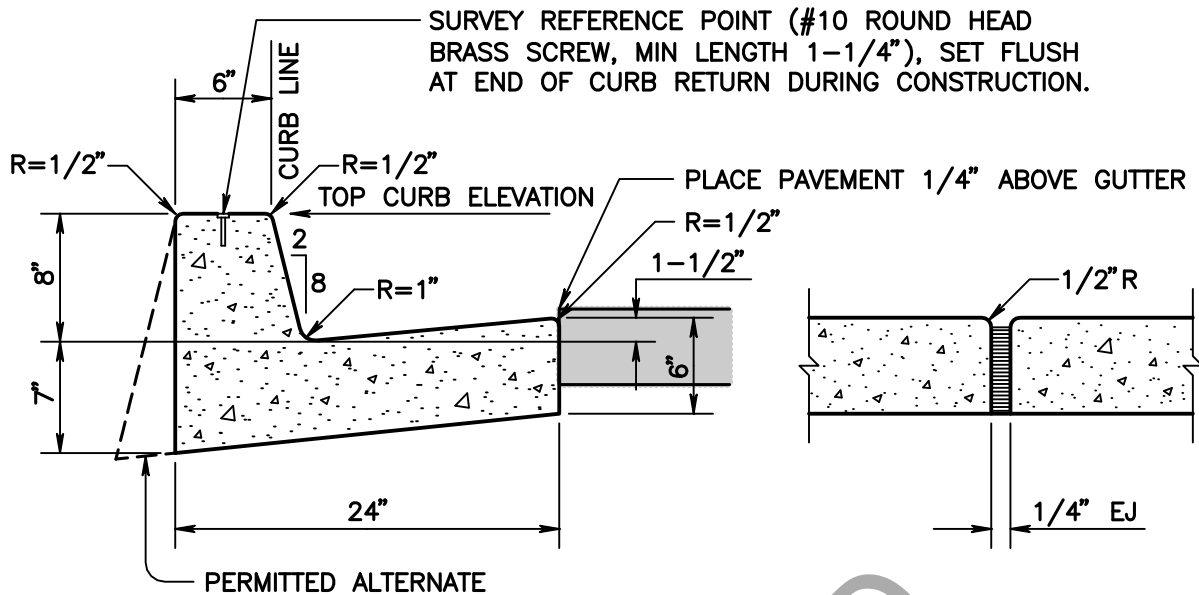
San Bernardino County Transportation Department

APP. MAR. 1975

John R. Shone  
DIRECTOR OF TRANSPORTATION

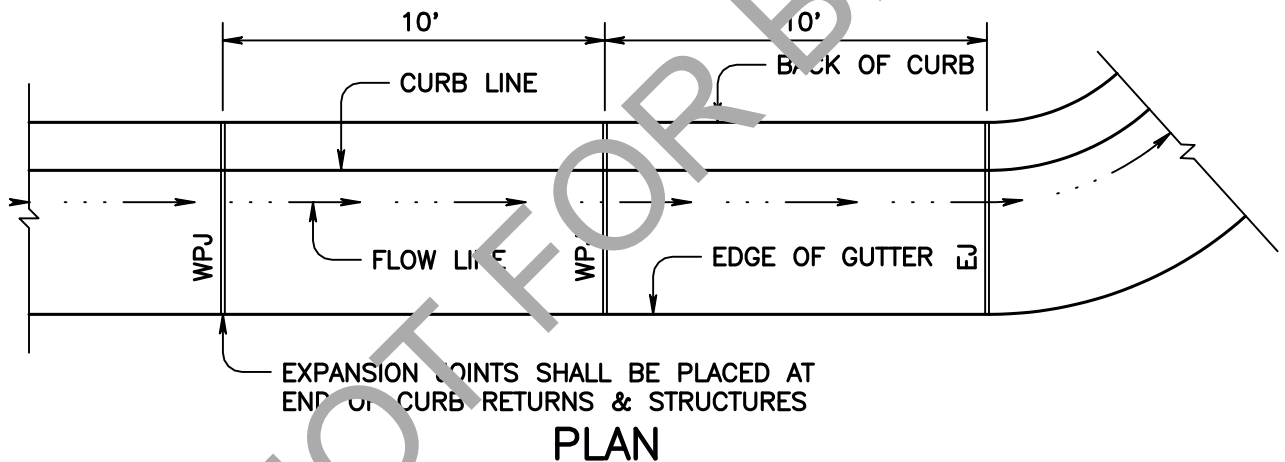
**SIDEWALK**

**109**  
MODIFIED



## SECTION

## EXPANSION JOINT



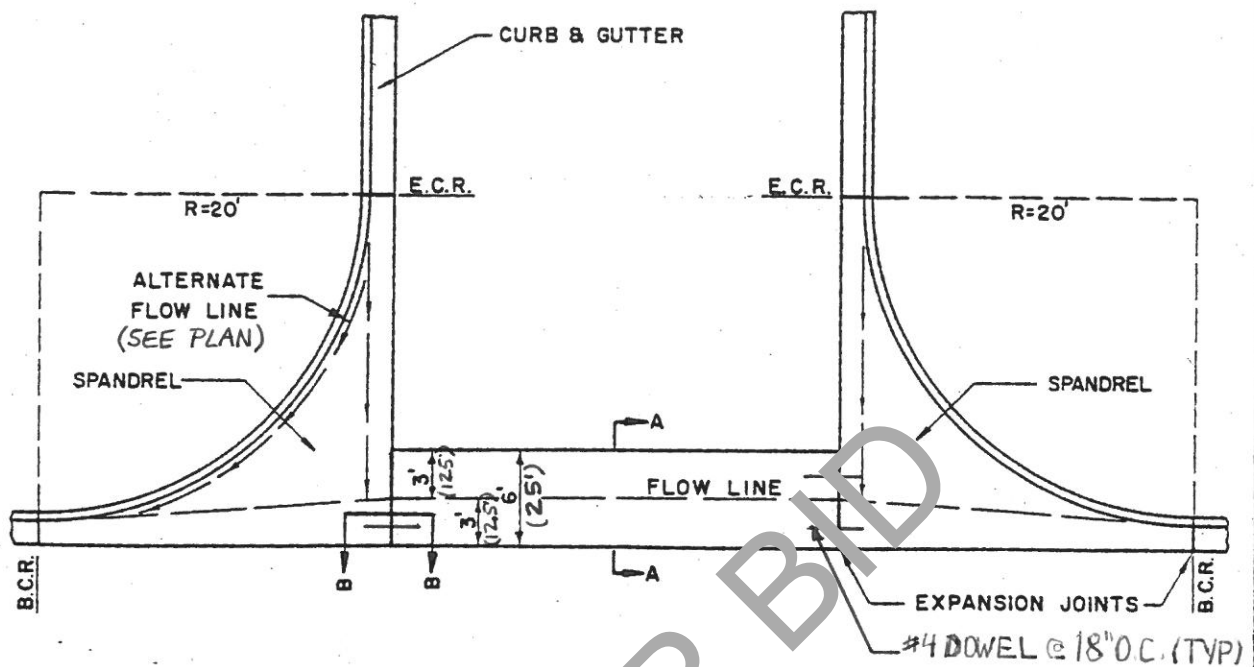
## PLAN

### NOTES:

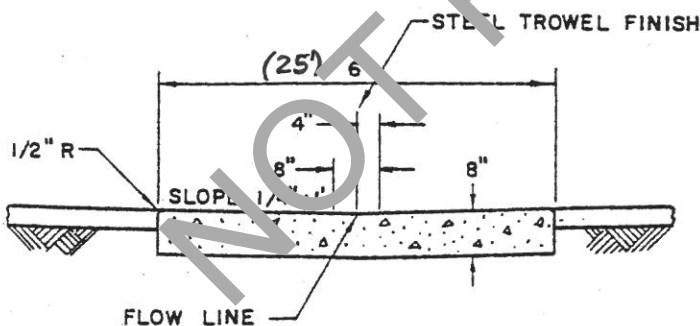
1. CURB & GUTTER SHALL BE CONSTRUCTED MONOLITHICALLY OF MINOR CONCRETE.
  2. WIDTHS OF STANDARD STREET SECTIONS SHOWN ON PLANS ARE TO CURB LINE UNLESS OTHERWISE INDICATED.
  3. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT 10-FOOT INTERVALS, EXCEPT THAT THE INTERVAL SHALL BE VARIED TO ALLOW MATCHING OF JOINTS IN ADJACENT EXISTING IMPROVEMENTS.
  4. CURING COMPOUND SHALL BE SPRAYED UNIFORMLY ON EXPOSED SURFACES.
  5. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE, MINOR FINISHING MAY BE DONE TO PROVIDE AN ACCEPTABLE FINISH AND THE WEAKENED PLANE JOINTS MAY BE SAWCUT.
- EJ INDICATES PREMOLDED EXPANSION JOINT FILLER PER ASTM DESIGNATION D 1751.

REV.	DATE	APPR.	SAN BERNARDINO COUNTY DEPT OF PUBLIC WORKS	APPROVED BY:
			8" CURB AND GUTTER	
				DIRECTOR OF PUBLIC WORKS
				115

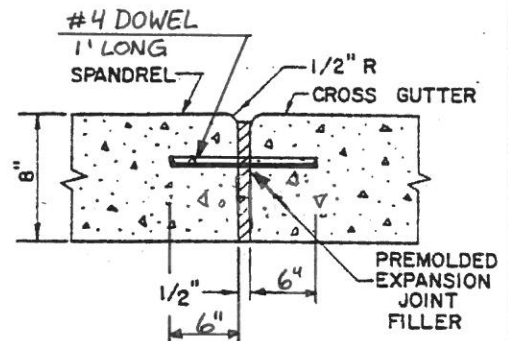




PLAN



SECTION A-A



SECTION B-B

NOTES:

1. CROSS GUTTER SHALL BE CONSTRUCTED OF CLASS "B" CONCRETE.
2. THE STRAIGHT GRADE BETWEEN B.C.R.'S MAY BE ALTERED ON AN EXCESSIVE GRADE.
3. A 0.3' MINIMUM FALL IS REQUIRED BETWEEN E.C.R. AND CROSS GUTTER FLOWLINE.
4. SPANDREL SHALL BE 8" THICKNESS CLASS "B" CONCRETE.
5. VARIABLE CURB FACE ALLOWED FOR DRAINAGE PURPOSES.

SAN BERNARDINO COUNTY ROAD DEPARTMENT

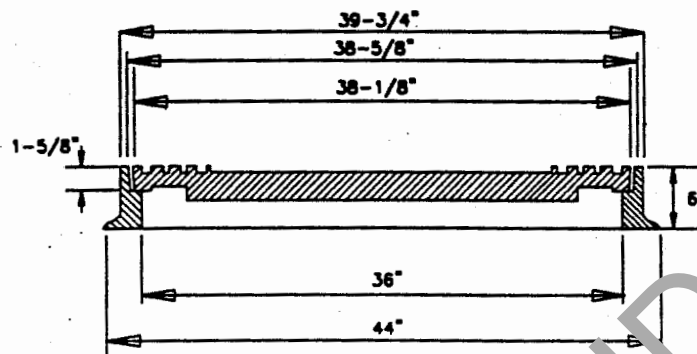
DATE: 3.V.C. 4-65

M. A. Nicholas  
COUNTY ENGINEER

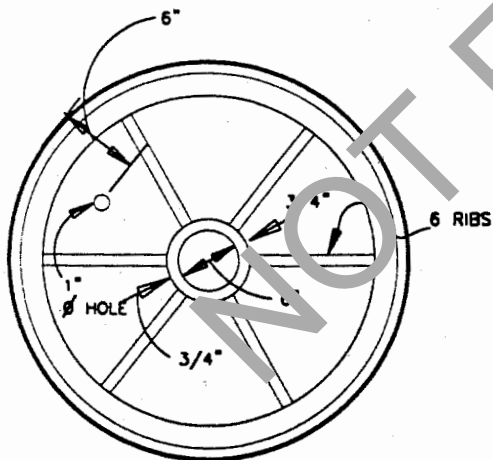
CROSS GUTTER

119

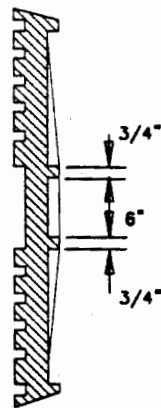
(MODIFIED)



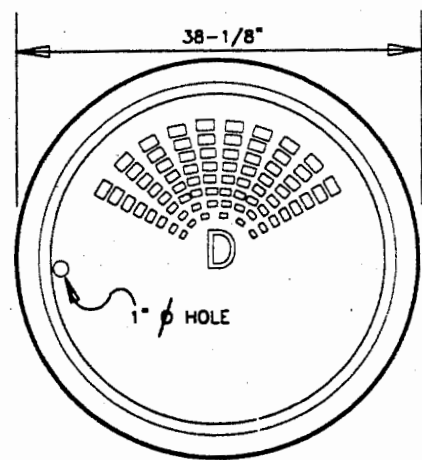
SECTION  
FRAME AND COVER



BOTTOM VIEW



SECTION



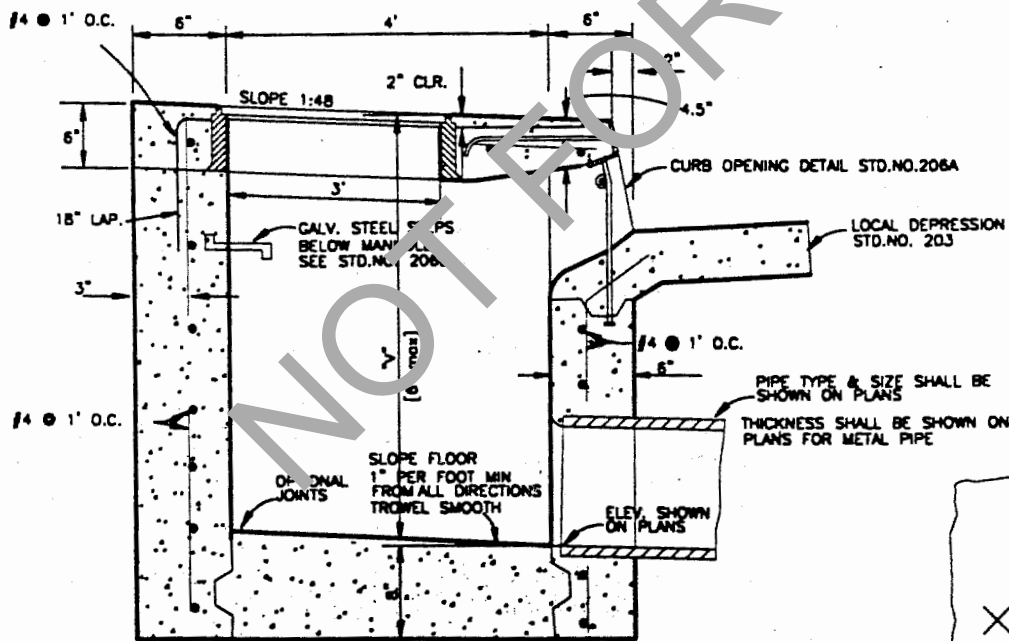
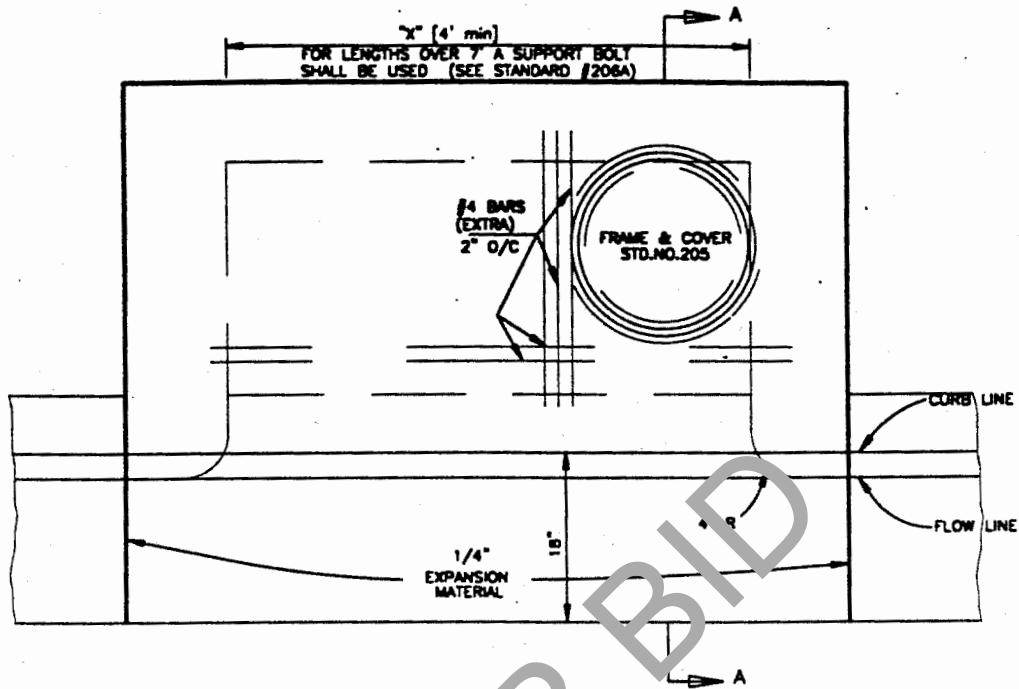
PLAN

COVER

NOTES:

1. SEATS OF FRAME AND COVER SHALL BE MACHINED TO PREVENT NOISE.
2. TOTAL WEIGHT OF FRAME AND COVERS - 580 lbs MIN.
3. MATERIAL: CAST IRON (BITUMINOUS COATED).
4. SURFACE OF LETTERS SHALL BE FLUSH WITH FINISHED SURFACE OF COVER

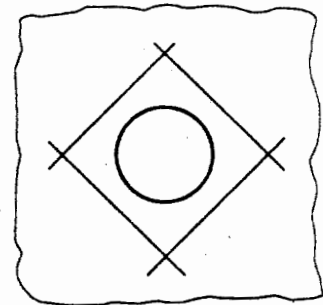
SAN BERNARDINO COUNTY TRANS. DEPT.		36" MANHOLE FRAME & COVER	205
	KEN A. MILLER		
	Director of Transportation		



SECTION A-A

NOT TO SCALE  
NOTES:

1. ALL REINFORCING SHALL BE #4 BARS @ 1' O.C. BOTH WAYS IN TOP SLAB AND WALLS.
2. CATCH BASIN SHALL BE CONSTRUCTED OF CLASS "A" CONCRETE.
3. CURB & GUTTER ADJOINING CATCH BASIN SHALL BE CONSTRUCTED PRIOR TO CONSTRUCTING TOP OF CATCH BASIN.



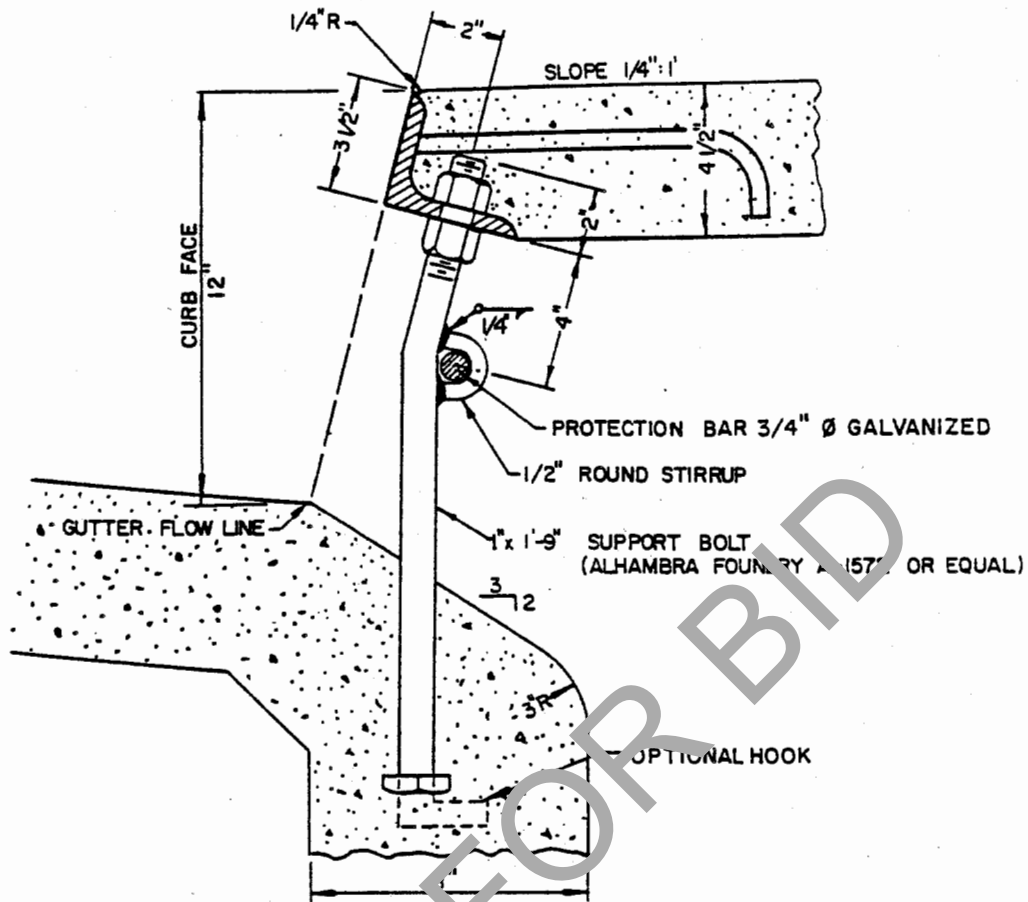
DETAIL OF REINFORCEMENT  
AROUND PIPE

SAN BERNARDINO COUNTY TRANS. DEPT.

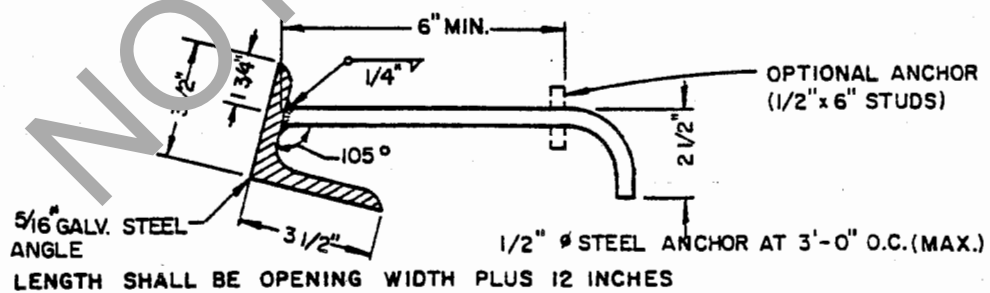
KEN A. MILLER  
Director of Transportation

TYPE "A"  
CATCH BASIN

206



### STEEL ANGLE & SUPPORT BOLT DETAIL



### STEEL ANGLE ANCHOR

#### NOTES:

1. A PLAIN ROUND GALVANIZED STEEL PROTECTION BAR 3/4" IN DIA. SHALL BE INSTALLED AND EMBEDDED 6" AT EACH END.
2. ALL EXPOSED METAL PARTS SHALL BE GALVANIZED. (EXCEPT FRAME AND COVER)
3. SUPPORT BOLTS SHALL BE UNIFORMLY SPACED BUT NOT TO EXCEED 7' ON CENTER.
4. STEEL ANGLE SHALL BE BENT TO MATCH CURB ALIGNMENT.

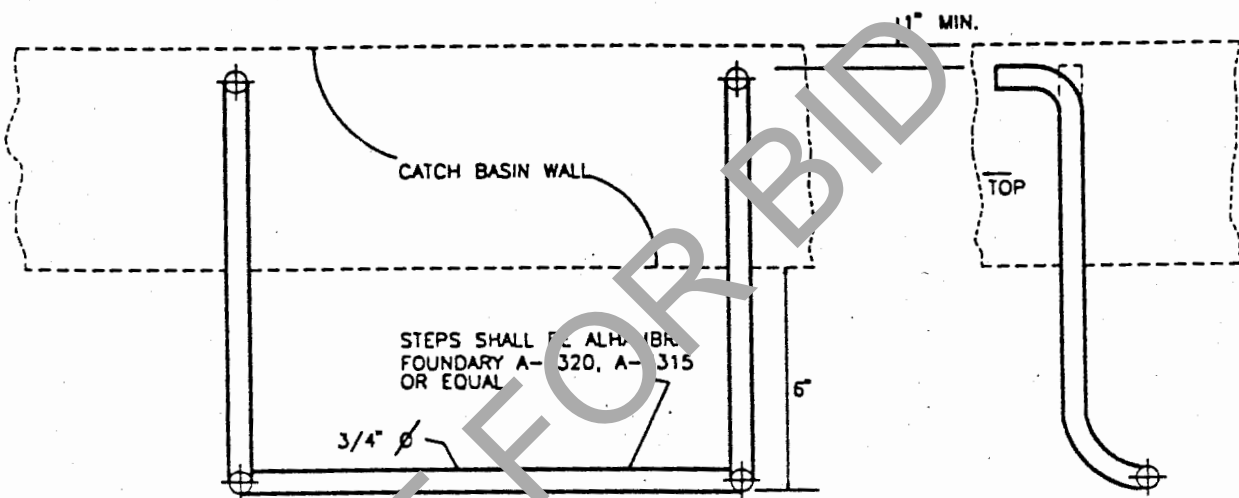
SAN BERNARDINO COUNTY TRANS. DEPT.

L. J. F. 12-74

John R. Shone  
Director of Transportation

CATCH BASIN  
OPENING

206a



NOTES:

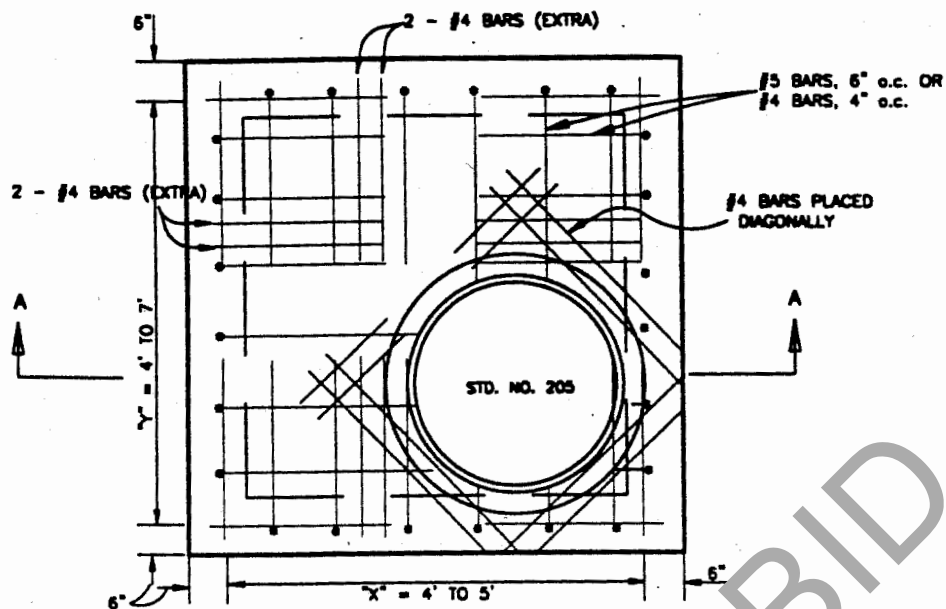
1. STEPS - NONE REQUIRED WHERE "V" IS 3'-6" OR LESS. INSTALL ONE STEP 16"± ABOVE FLOOR WHEN "V" IS MORE THAN 3'-6" & LESS THAN 5'-0". WHERE "V" IS MORE THAN 5'-0" STEPS SHALL BE EVENLY SPACED @ 12"± INTERVALS FROM 16"± ABOVE THE FLOOR TO WITHIN 12"± FROM THE TOP OF THE BOX. PLACE STEPS IN WALL WITHOUT PIPE OPENINGS AND UNDER MANHOLE.

SAN BERNARDINO COUNTY TRANS. DEPT.

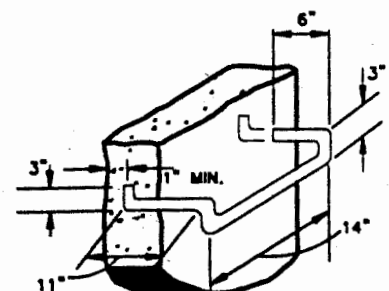
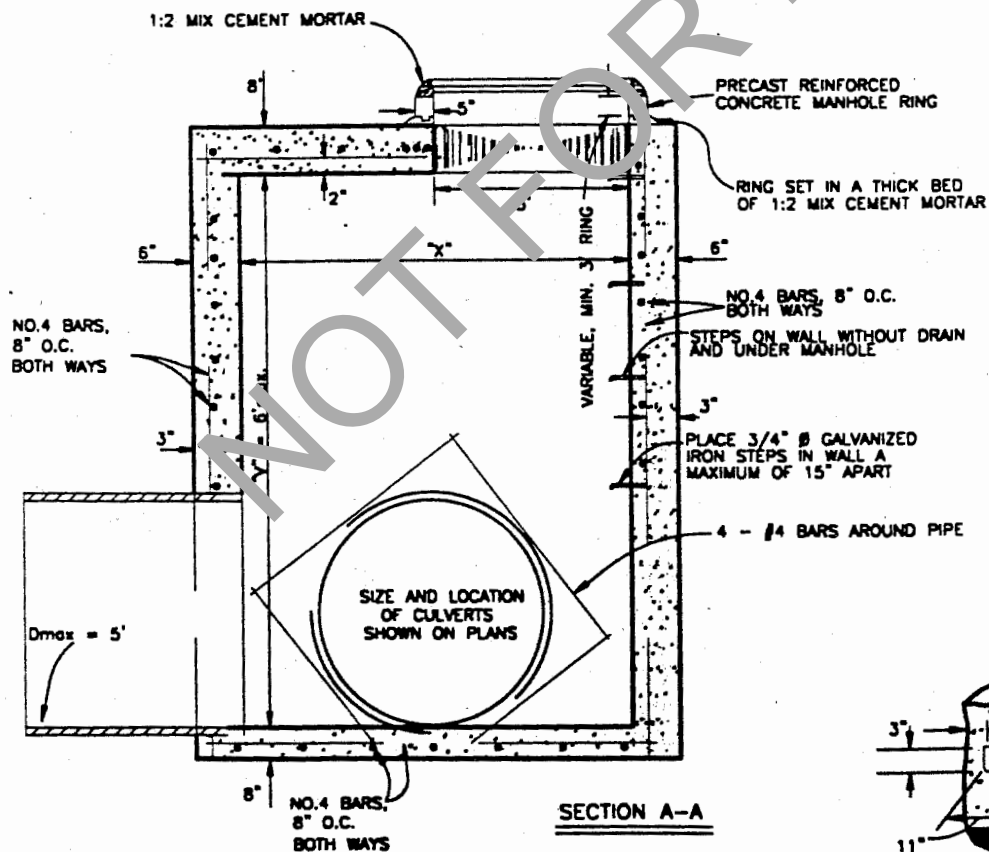
KEN A. MILLER  
Director of Transportation

GALVANIZED STEEL STEP

206B



X': SHOWN ON PLANS.  
Y': SHOWN ON PLANS.  
Y': SHOWN ON PLANS.



#### NOTES:

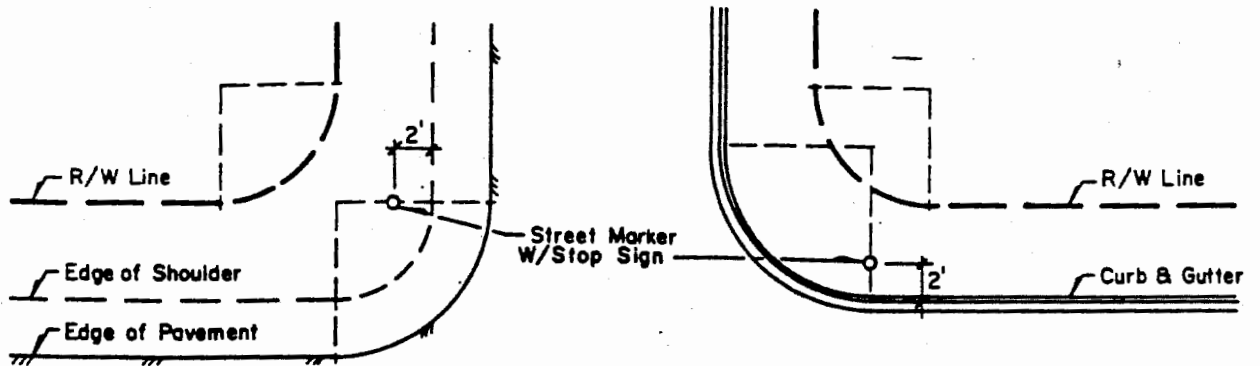
1. STORM DRAIN CLEANOUT SHALL BE CONSTRUCTED OF CLASS "A" CONCRETE.
2. CLEARANCE FROM I.O. OF PIPE TO CLEANOUT WALL SHALL BE 4" MIN.
3. APPROVED PRECAST CONCRETE MANHOLE SHAFT RINGS WILL BE ACCEPTED IN LIEU OF CAST-IN-PLACE SHAFT

SAN BERNARDINO COUNTY TRANS. DEPT.

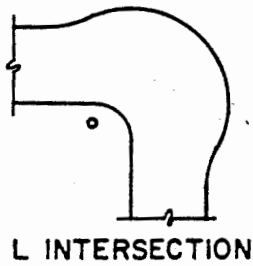
KEN A. MILLER  
Director of Transportation

STORM DRAIN CLEANOUT

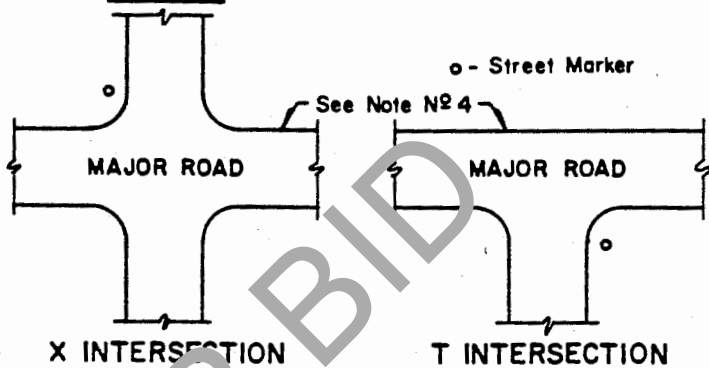
208



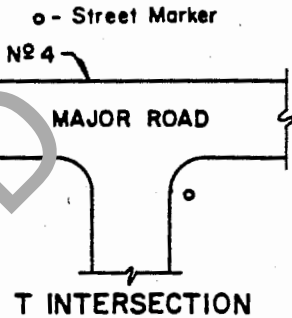
### PLAN



L INTERSECTION



X INTERSECTION

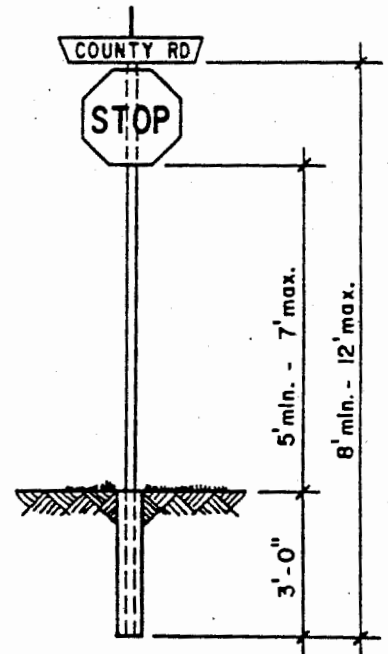


T INTERSECTION

### TYPICAL LOCATION

#### NOTES:

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



### ELEVATION

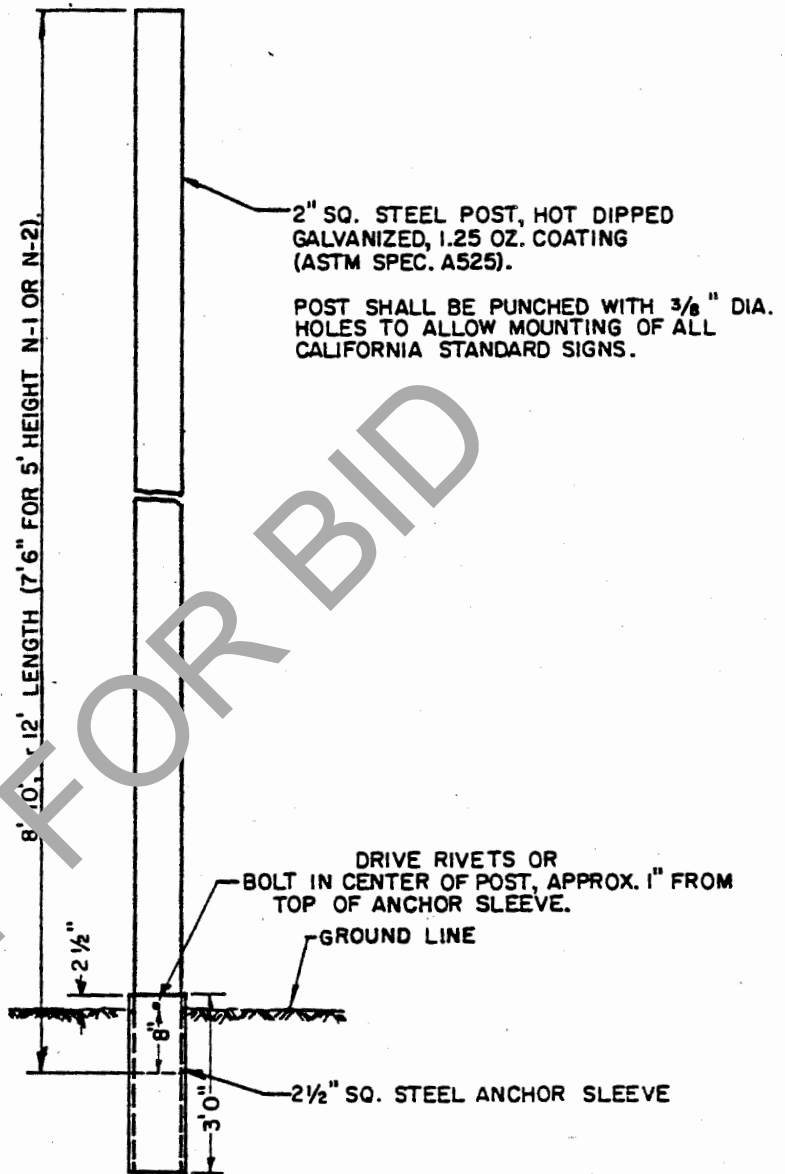
SAN BERNARDINO COUNTY TRANS. DEPT.

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

KEN A. MILLER  
Director of Transportation

STREET MARKER

303a



**NOTES:**

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

SAN BERNARDINO COUNTY ROAD DEPARTMENT

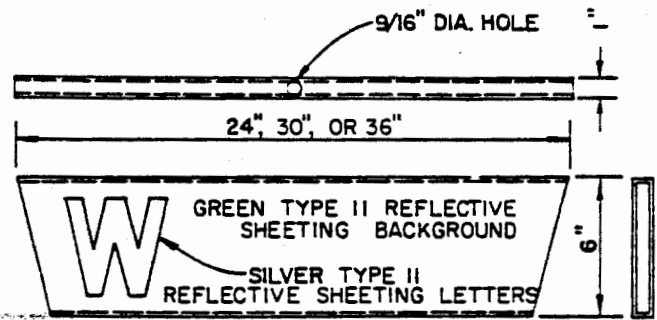
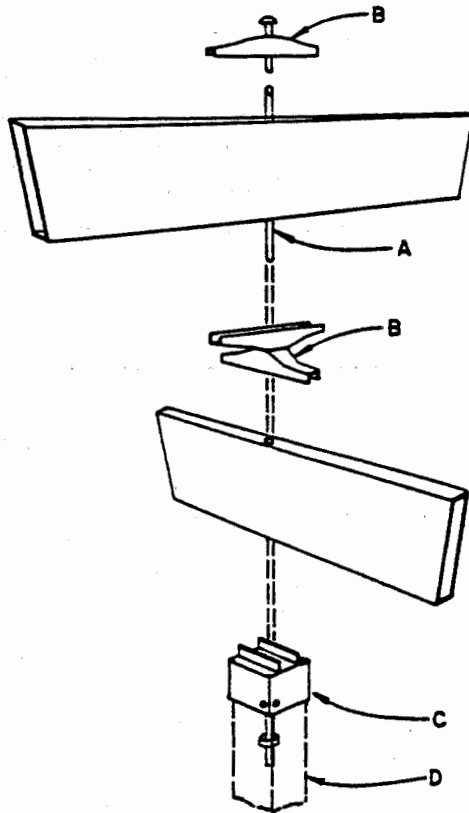
H.G. 1-71  
R.O. 10-81

**M. A. Nicholas**  
COUNTY ENGINEER

**STREET MARKER  
POST INSTALLATION**

**303 b**





### ASSEMBLY

A  $\frac{5}{8}$ " X 15" CADMIUM PLATED CARRIAGE BOLT.

B ORNAMENTAL TOP SHALL BE 14 GAGE ANODIZED ALUMINUM. CENTER CROSS SADDLE SHALL BE ONE PIECE CAST ANODIZED ALUMINUM.

C ONE PIECE 2" CAST ANODIZED ALUMINUM POST CAP WITH FOUR  $\frac{3}{8}$ " STAINLESS STEEL ALLEN HEAD SET SCREWS.

D 2" SQ. STEEL POST 8'-12' LONG INSTALLED WITH A DRIVEN 2  $\frac{1}{2}$ " SQ. STEEL BREAKAWAY BASE 3' LONG AS PER COUNTY INSTALLATION STD. 303b.

DESIGN: EACH FOUR-WAY UNIT SHALL CONSIST OF TWO DOUBLE FACE SIGNS WITH STREET NAMES MOUNTED AT RIGHT ANGLES WITH CENTER ROD ASSEMBLY.

BRACKET ASSEMBLY: THE POST CAP, ORNAMENT, AND CENTER ROD ASSEMBLY SHALL BE MADE TO MOUNT ON 2" SQ. GALVANIZED POST. THE CENTER ROD SHALL BE A  $\frac{5}{8}$ " CADMIUM PLATED CARRIAGE BOLT. HEAD OF BOLT SHALL FORM TOP OF ORNAMENT. BOLT SHALL EXTEND THROUGH SIGNS AND FASTEN WITH NUT INSIDE OF POST CAP. POST CAP SHALL BE DEEPLY GROOVED TO SECURELY HOLD SIGN FROM TWISTING AND SHALL BE SECURED TO THE PIPE WITH THREE  $\frac{3}{8}$ " STAINLESS STEEL ALLEN HEAD SET SCREWS.

MATERIAL: SIGN SHALL BE GREEN ANODIZED ALUMINUM EXTRUSION OF 6063T-4 ALLOY MATERIAL. ALL ANODIZING SHALL CONFORM WITH ALUMILITE SPECIFICATION #215-R1.

FINISH: SIGN FACES SHALL BE FHWA TYPE II REFLECTIVE SHEETING. THE TRANSPARENT SCREEN PROCESS COLOR SHALL BE AS RECOMMENDED BY THE REFLECTIVE SHEETING MANUFACTURER. APPLICATION OF THE REFLECTIVE SHEETING TO THE SIGN SHALL BE BY METHODS AS APPROVED BY THE REFLECTIVE SHEETING MANUFACTURER.

LETTERING: STREET NAMES SHALL BE 4" HIGH. EACH NAME SHALL BE INDIVIDUALLY LAID OUT TO FIT EITHER THE 24" OR 30" SPACE. THE LETTERS SHALL BE OF THE ROUNDED TYPE STYLE CONFORMING WITH THE STANDARD ALPHABET FOR HIGHWAY SIGNS DESIGNED BY THE U.S. PUBLIC ROADS ADMINISTRATION. LETTERS SHALL BE FHWA TYPE II REFLECTIVE SHEETING.

SAN BERNARDINO COUNTY ROAD DEPARTMENT

DATE: J.E.M. 11-65

R.A.J. 10-81

M. A. Nicholas  
COUNTY ENGINEER

STREET MARKER

303

# INDEX OF SHEETS

SHEET 1 PLAN VIEW

SHEET 2 SECTIONS A-A, B-B AND C-C

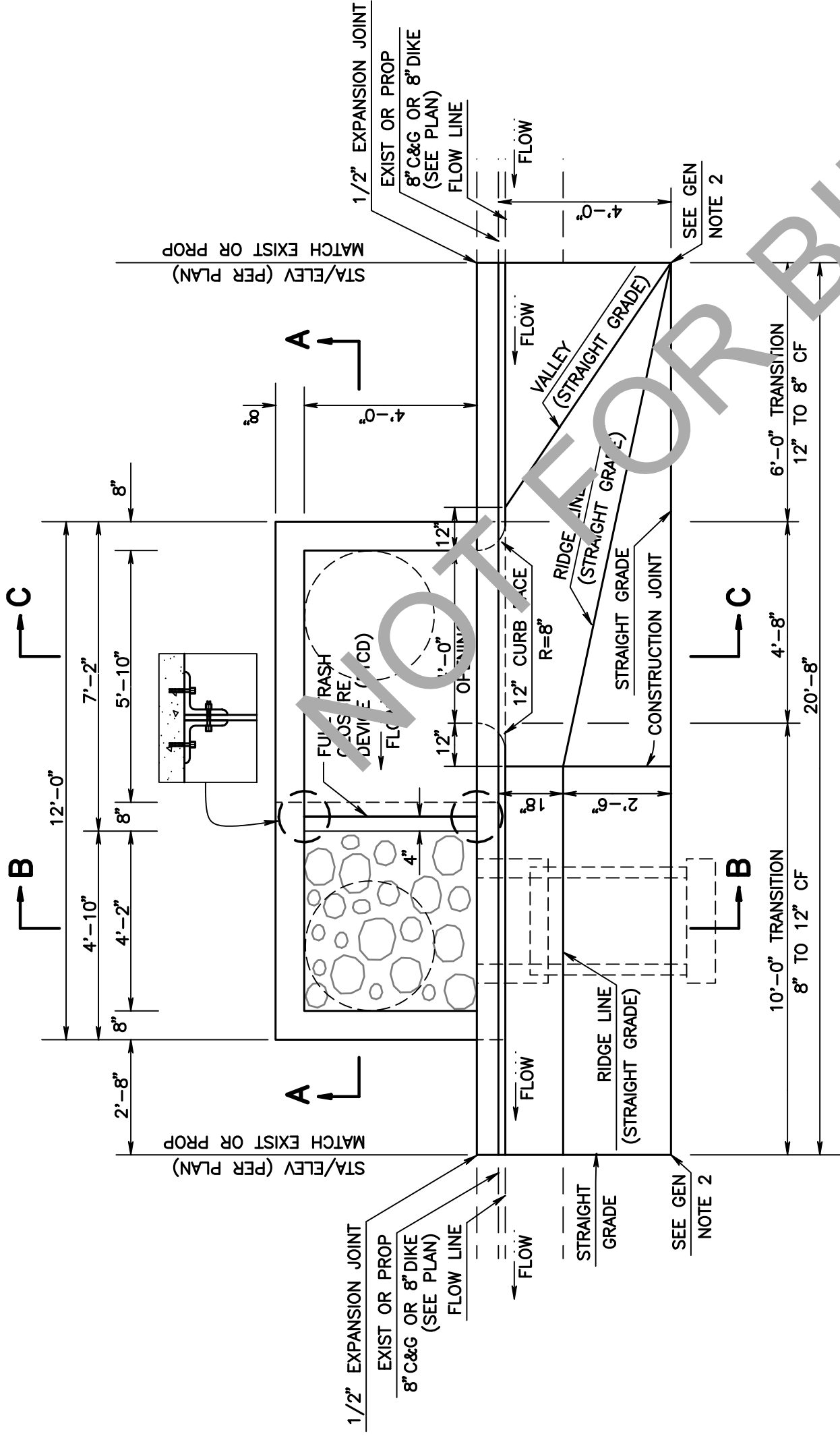
SHEET 3 SPECIFICATIONS, CONSTRUCTION,  
STRIPING, UTILITY AND  
MAINTENANCE NOTES

TO BE SUPPLEMENTED BY THE  
FOLLOWING SAN BERNARDINO  
COUNTY STANDARD DRAWINGS  
OR SPECIAL DRAWINGS:

- SB CO STD 206 TYPE A
- SB CO STD 206 A
- SB CO STD 206 B
- SB CO STD 208
- SPECIAL DWG 102

**TO BE SUPPLEMENTED BY THE  
FOLLOWING SPPWC  
STANDARD DRAWINGS:**

**STD DWG 308-2**



**BMP INFILTRATION DRAINAGE INLET**

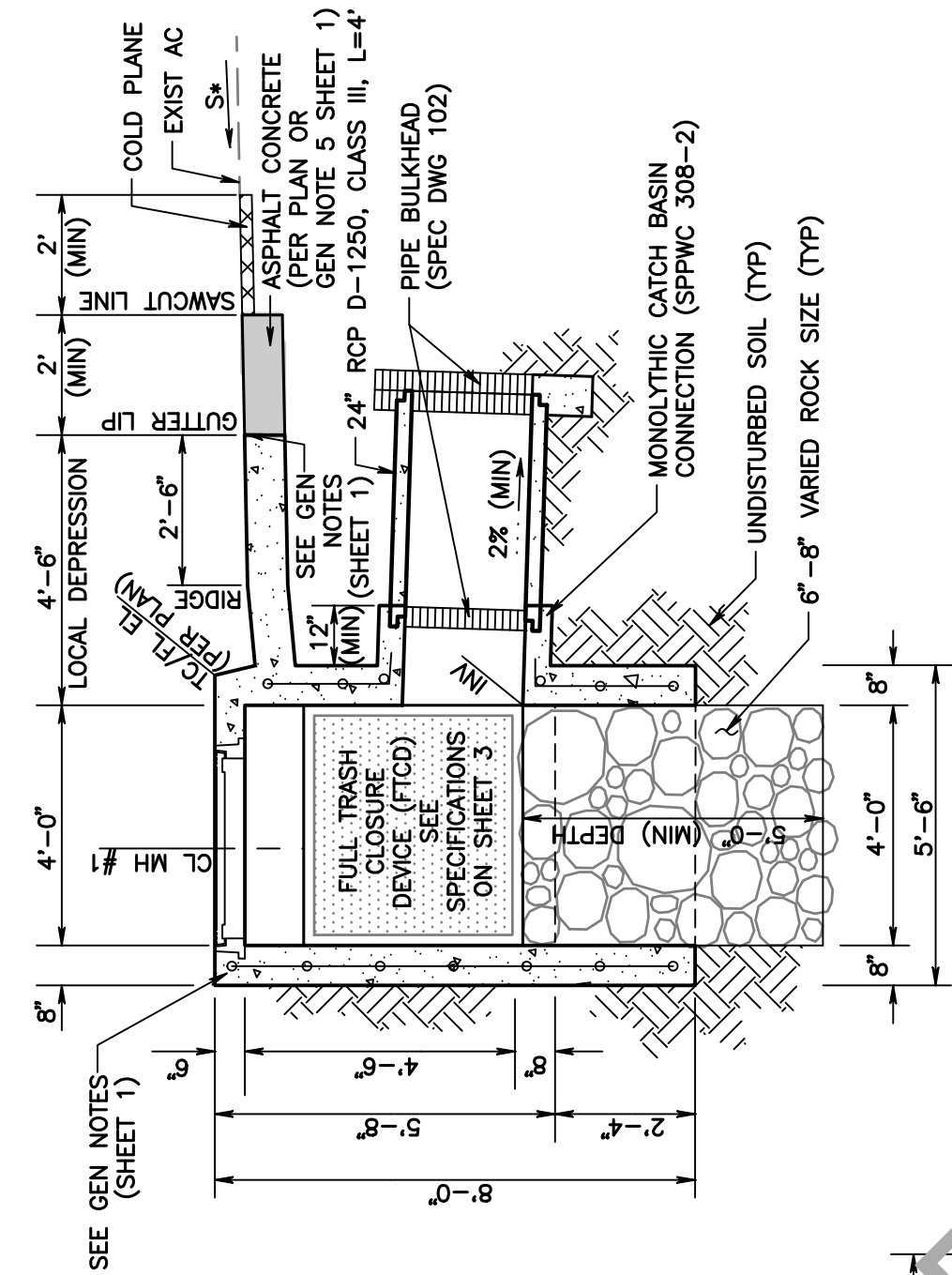
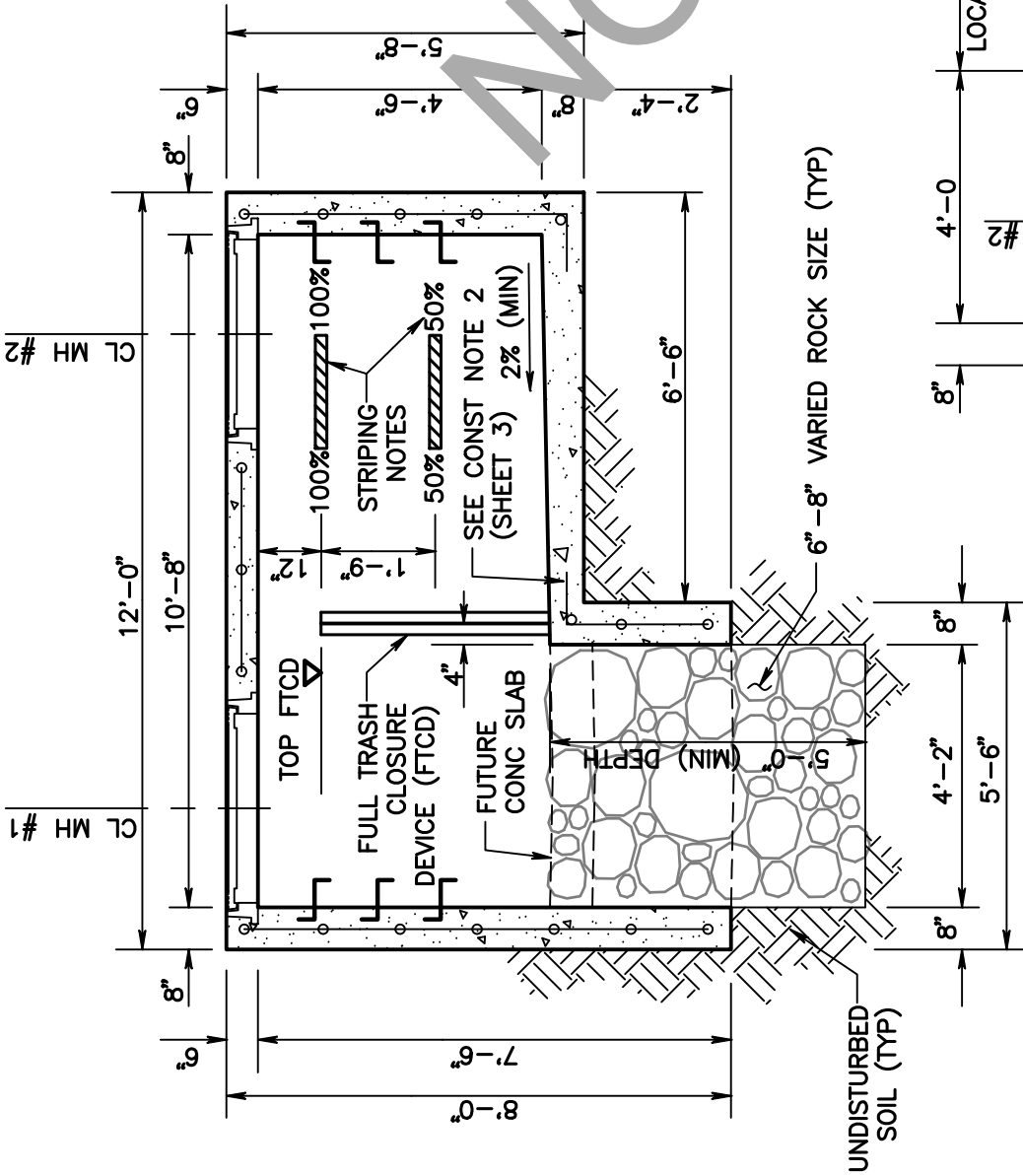
(SHOWING LOCAL DEPRESSION WITH INLET)

NTS

**GENERAL NOTES:**

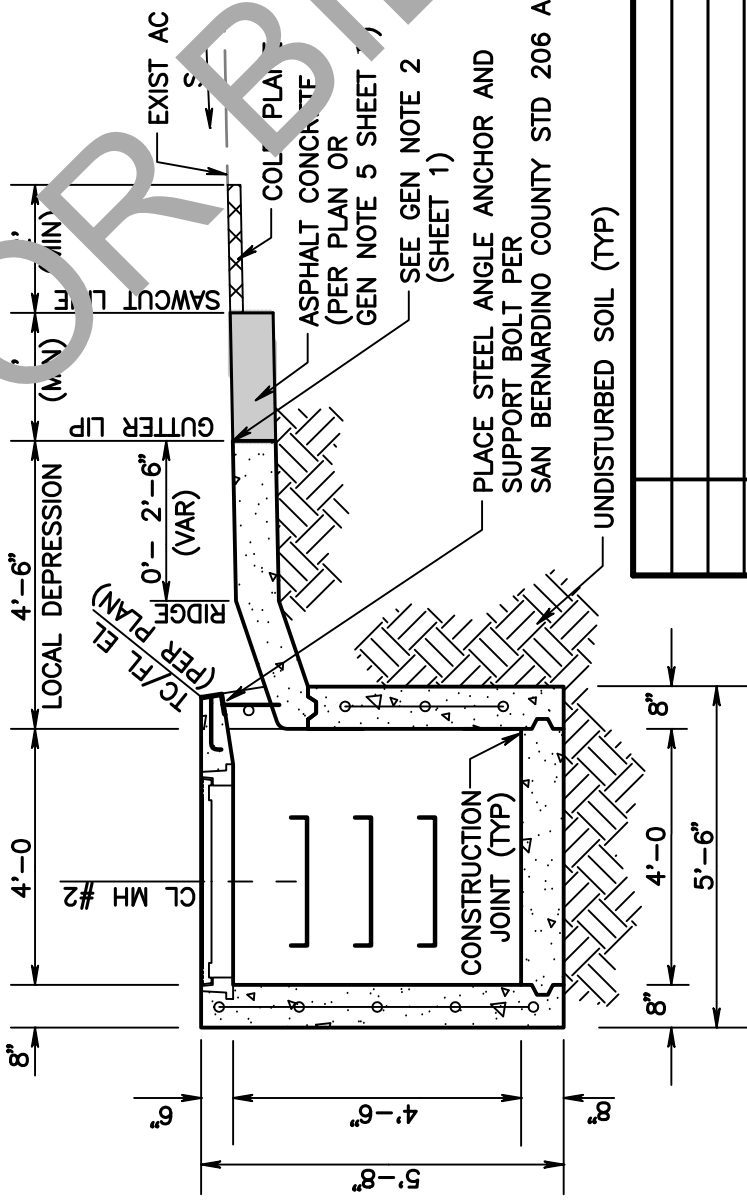
1. LOCAL DEPRESSION AND STRUCTURAL INLETS SHALL BE CONSTRUCTED OF MINOR CONCRETE 8" THICK
2. ELEVATIONS SHALL BE AS SHOWN ON THE PLANS. OTHERWISE, THE OUTER EDGE OF THE LOCAL DEPRESSION SHALL CONFORM TO EXISTING FINISHED SURFACE OF THE ROAD
3. FOR 36" DIA MANHOLE FRAME AND COVER INSTALLATION AND OTHER DETAILS REFER TO SAN BERNARDINO COUNTY STANDARD 205
4. FOR PLACEMENT OF STEEL BARS AND STEPS AND OTHER DETAILS, REFER TO SAN BERNARDINO COUNTY STANDARD 206 & 206B OR 208 (OPTIONAL)
5. IF NOT SHOWN ON THE PLAN, USE 8" THICK ASPHALT CONCRETE (TYPE A) PAVEMENT OVER NATIVE SOIL OR AS DESIGNATED BY THE ENGINEER
6. FOR FTCD SPECIFICATIONS, CONSTRUCTION, STRIPING, UTILITY AND MAINTENANCE NOTES REFER TO SHEET 3

				COUNTY OF SAN BERNARDINO		SPECIAL DRAWING 100		SHEET: 1 of 3	
				DEPARTMENT OF PUBLIC WORKS		BMP INFILTRATION DRAINAGE INLET PLAN VIEW			



SECTION "A-A"

NTS



SECTION "B-B"

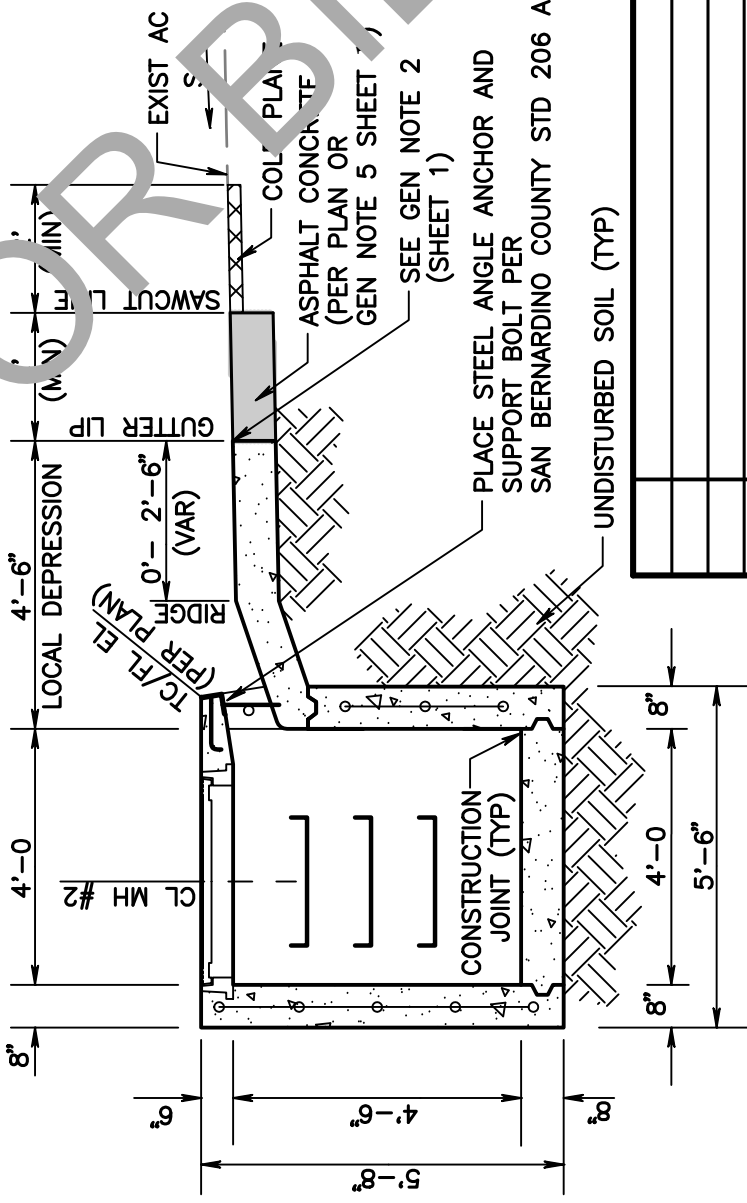
NTS



S\* - EXISTING SLOPE

SECTION "C-C"

NTS



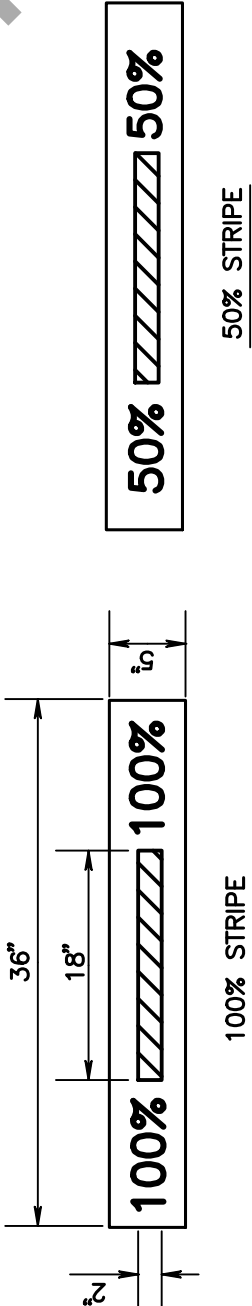
COUNTY OF SAN BERNARDINO			
DEPARTMENT OF PUBLIC WORKS			
BMP INFILTRATION DRAINAGE INLET		SPECIAL DRAWING 100	
SECTIONS A-A, B-B AND C-C		SHEET: 2 OF 3	
FIELD CHANGES			
MARK	CHANGES	RESIDENT ENGINEER _____ DATE _____	
	NO CHANGES		

CONSTRUCTION NOTES:

- 1. FULL TRASH CLOSURE DEVICE (FTCD) SHALL CONFORM WITH THE SPECIFICATIONS AS STIPULATED HEREIN AND PROPER INSTALLATION IN ACCORDANCE WITH THE PLAN AND AS DIRECTED BY THE ENGINEER
- 2. THE CATCH BASIN FLOOR WITH 2% (MIN) SLOPE, AS SHOWN ON THE PLAN, SHALL HAVE A SLIP-RESISTANT SURFACE IN ORDER TO AVOID WATER PONDING AND PROVIDE CONTINUOUS FLOW INTO THE PIT. THEREFORE, THE CONTRACTOR SHALL PROVIDE 1/4-INCH GROOVING AT 1-1/2" O.C. PARALLEL TEXTURE ON THE ENTIRE SLOPING AREA OF THE CATCH BASIN FLOOR. SEE GROOVING DETAIL BELOW
- 3. THE BMP INFILTRATION INLET SHALL INCLUDE MAINTENANCE GAUGE STENCILING ON THE INTERIOR WALL TO IDENTIFY THE ACCUMULATED DEBRIS ELEVATION 50% AND 100% OF THE FTCD HEIGHT. SEE SECTIONS A-A AND B-B (SHEET 2), STRIPING NOTES AND DIAGRAM HEREIN BELOW

STRIPING NOTES:

- 1. PAINT SHALL BE RED STRIPES AND NUMBERS ON WHITE BACKGROUND ON THE BACK WALL OF THE CATCH BASIN, LABELING 50% AND 100% SCREEN HEIGHT AS SHOWN BELOW. PAINT SHALL BE WATERBORNE AND REFLECTIVE
- 2. SURFACES SHALL BE CLEAN, DRY AND FREE FROM ALL CONTAMINANTS PRIOR TO PAINTING
- 3. STENCILING SHALL BE VISIBLE FROM THE STREET THROUGH THE INLET OPENING



STRIPING DETAIL

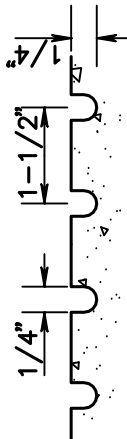
NTS

UTILITY NOTES:

THE FACT THAT ANY UTILITY IS SHOWN OR NOT SHOWN UPON THE PLANS SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY UNDER SECTION 5-1.36D "NON-HIGHWAY FACILITIES" OF THE CALTRANS STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY, PURSUANT THERETO, TO ASCERTAIN THE LOCATION OF ANY UTILITY FACILITY WHICH MAY BE SUBJECT TO DAMAGE BY REASON OF CONTRACTOR'S OPERATIONS.

MAINTENANCE NOTES:

THIS BMP INFILTRATION DRAINAGE INLET FACILITY SHALL BE MAINTAINED PERIODICALLY AT LEAST ONCE EVERY 6 MONTHS IN COMPLIANCE WITH NPDES REQUIREMENTS



GROOVING DETAIL

NTS

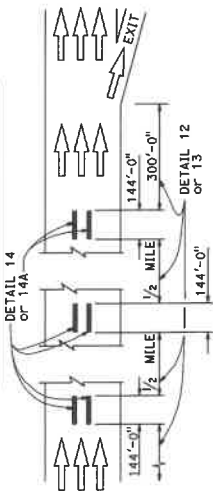
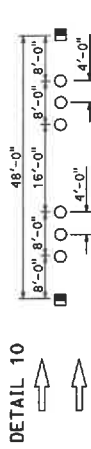
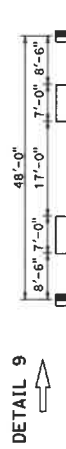
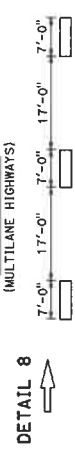
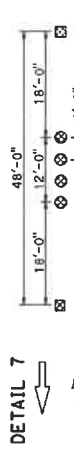
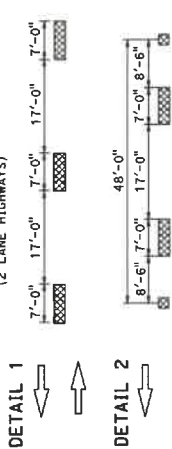
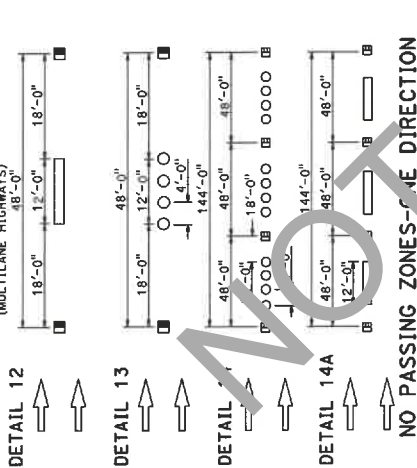
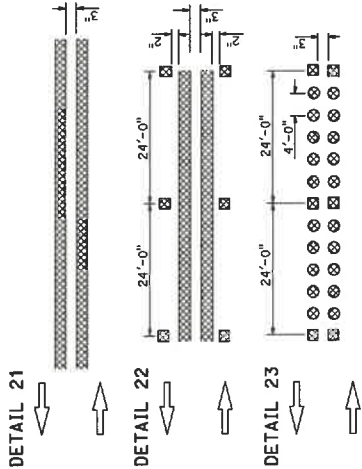
SPECIFICATIONS:

- 1. FULL TRASH CAPTURE DEVICE (FTCD) SHALL BE A UNITED STORM WATER INCLUDING CONNECTOR RCB SCREEN (RCBS) OR APPROVED EQUIVALENT. EQUIVALENT SYSTEMS OR ALTERNATIVE DESIGNS SHALL BE ON THE STATE OF CALIFORNIA APPROVED TRASH CAPTURE DEVICE LIST AND REQUIRE APPROVAL OF THE ENGINEER.
- 2. FTCD SHALL HAVE A STRUCTURAL FRAME FOR STIFFNESS AND TO ENABLE BOLTING TO CATCH BASIN FLOOR AND WALL FRAME MEMBERS AND FTCD SCREENS SHALL BE FABRICATED FROM PERFORATED 14 GAUGE 304 STAINLESS STEEL HAVING 5 MM DIAMETER HOLES.
- 3. FTCD FRAME AND SCREEN SHALL HAVE SUFFICIENT STRUCTURAL INTEGRITY TO WITHSTAND THE FORCE OF STANDING WATER IN THE CATCH BASIN ASSUMING THE SCREEN IS 100% CLOSED.
- 4. FTCD SHALL BE FASTENED TO THE CATCH BASIN WALLS AND FLOOR WITH ANCHOR BOLTS. ANCHOR BOLTS SHALL BE SS-304 OR APPROVED EQUIVALENT 3/8" DIAMETER AND 3" LENGTH AND SHALL BE EPOXY SET INTO CATCH BASIN CONCRETE. IF REINFORCEMENT STEEL IS ENCOUNTERED DURING DURING INSTALLATION RELOCATE THE ANCHOR HOLE AND FILL VACANT HOLE WITH EPOXY. EPOXY SHALL BE ON THE CURRENT APPROVED LIST OF CHEMICAL ADHESIVES FOR USE IN CALTRANS CONTRACTS. ANCHOR BOLT SPACING TO BE 12" OC EXCEPT WHERE FRAME LENGTH WOULD RESULT IN LESS THAN 3 BOLTS PER FRAME MEMBER. IN THIS CASE FASTEN FRAME TO CATCH BASIN WALLS AND FLOOR USING 3 ANCHOR BOLTS.
- 5. THE SCREEN SHALL BE SECURED TO THE SUPPORT FRAME, BRACKETS AND SIDE PANEL USING #12 x 0.5" SELF TAPPING SS-304 TECH SCREWS OR APPROVED EQUIVALENT.
- 6. THE FTCD SHALL BE FABRICATED ON SITE TO BE FLUSH WITH THE INTERIOR SURFACES ON THE CATCH BASIN. THE MAXIMUM ALLOWABLE GAP BETWEEN THE FTCD AND THE CATCH BASIN SURFACES IS 5 MM (0.197 INCH)
- 7. SUPPORT FRAME ANGLES SHALL BE INSTALLED PER PLAN AND AS DIRECTED BY THE ENGINEER.

	COUNTY OF SAN BERNARDINO	
	DEPARTMENT OF PUBLIC WORKS	
	BMP INFILTRATION DRAINAGE INLET SPECIFICATIONS AND NOTES	
	SPECIAL DRAWING 100	
	SHEET: 3 of 3	
	FIELD CHANGES	
	RESIDENT ENGINEER _____ DATE _____	
	CHANGES NO CHANGES	
	MARK	



NOTES:  
1. COLUMNS 1&2 APPLY FOR RCP ONLY



**NOTE:**  
Detail  
with De  
In comb



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKERS  
AND TRAFFIC LINES  
TYPICAL DETAILS**

**NO SCALE**

**A20A**

DIST COUNTY ROUTE SHEET NO. TOTAL SHEETS  
 PROJECT NO. 060402  
 REGISTERED CIVIL ENGINEER  
 OCTOBER 30, 2015  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
 THE ACCURACY OF THIS PLAN SHEET IS THE RESPONSIBILITY OF THE ENGINEER  
 COPIES OF THIS PLAN SHEET

**LEGEND**  
**MARKERS**  
 TYPE AY YELLOW NON-REFLECTIVE  
 TYPE D YELLOW RETROREFLECTIVE  
 TYPE H ONE-WAY YELLOW RETROREFLECTIVE  
**LINES**  
 4" WHITE  
 4" YELLOW

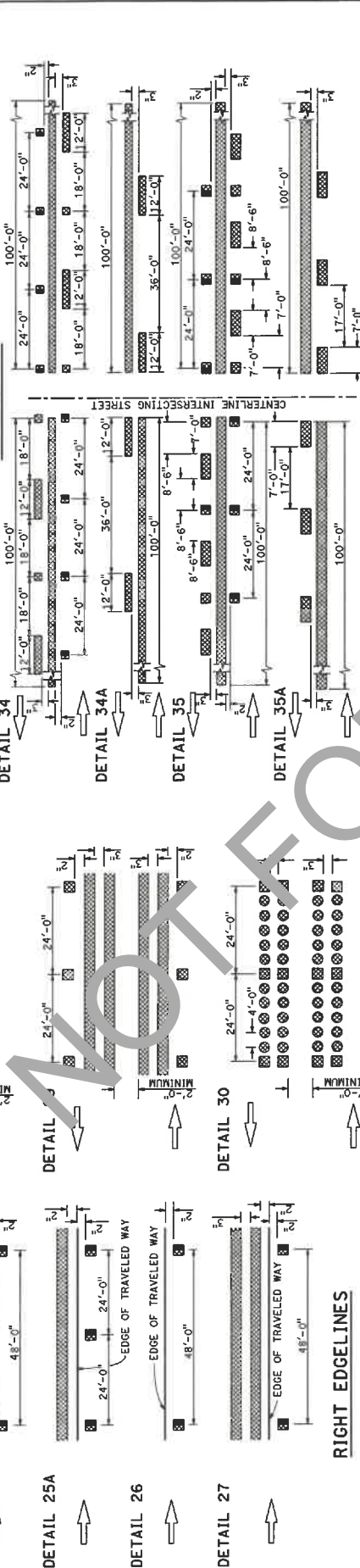
**MEDIAN ISLANDS**  
 DETAIL 28  
 DETAIL 25  
 DETAIL 25A  
 DETAIL 26  
 DETAIL 27

**LEFT EDGELINES**  
 (DIVIDED HIGHWAYS)  
 DETAIL 24  
 DETAIL 25  
 DETAIL 25A  
 DETAIL 26  
 DETAIL 27

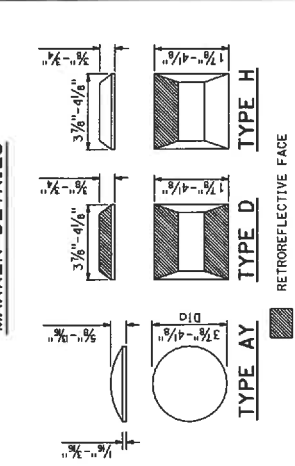
**RIGHT EDGELINES**  
 DETAIL 27A DELETED  
 DETAIL 27B  
 DETAIL 27C

**RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS**  
 DETAIL 27C

**INTERSECTION TREATMENTS**



**MARKER DETAILS**



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS**

NO SCALE

**A20B**

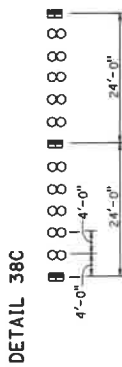
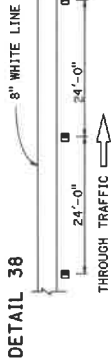
Return to Table of Contents



DATE	COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER  
 October 30, 2015  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA  
 THE AUTHORITY OF THE BOARD OF EXAMINERS  
 COPIES OF THIS PLAN SHEET

**CHANNELIZING LINE**



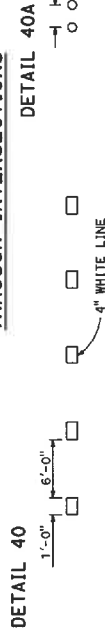
**BIKE LANE LINE**



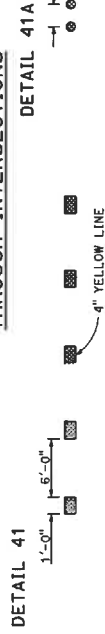
**INTERSECTION LINE**



**LANE LINE EXTENSIONS**



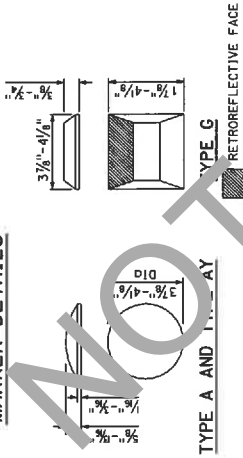
**CENTER LINE EXTENSIONS**



**LEGEND**

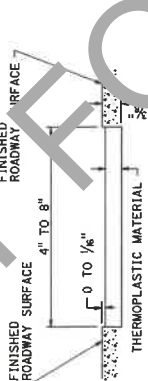
- TYPE A WHITE NON-REFLECTIVE
- ⊗ TYPE AY YELLOW NON-REFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- ▨ 4" YELLOW LINE

**MARKER DETAILS**



**DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE**

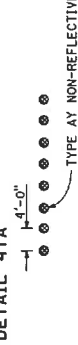
- See Notes A and B.
- RECESSED THERMOPLASTIC NOTES**
- A. See typical traffic line details for pavement marking patterns.
- B. The top of the thermoplastic installed in recessed pavement shall be 0 to 1/16" below the pavement surface.



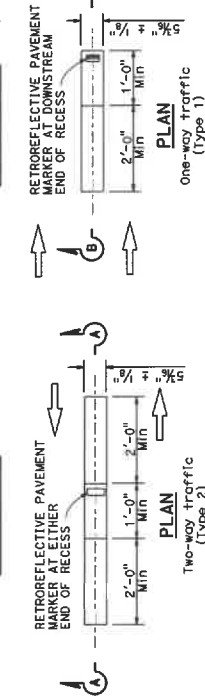
**THROUGH INTERSECTIONS**



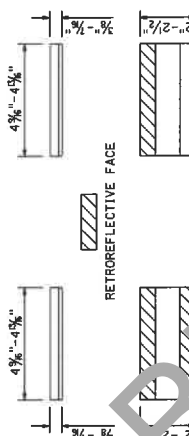
**THROUGH INTERSECTIONS**



**SECTION B-B**



**RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER**



**RECESS DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE**



- RECESSED MARKER NOTES:**
- See typical traffic line details for pavement marking patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
  - The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
  - The top of pavement markers installed in recesses shall be 0 to 1/16" below the pavement surface.

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS**

NO SCALE

**A20D**

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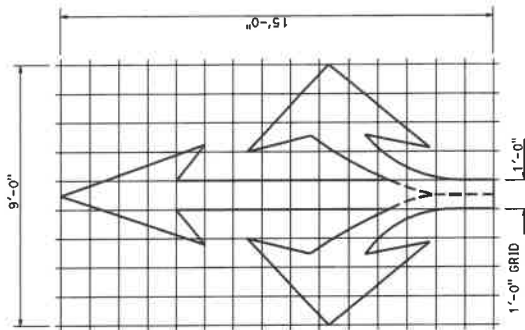
Technical drawing of a Y-junction. The drawing shows a horizontal pipe on the right and two diagonal pipes branching off to the left. Dimensions are given in feet and inches:

- Horizontal distance from the junction to the right end:  $24'-0"$
- Horizontal distance from the junction to the start of the diagonal pipes:  $17'-6"$
- Vertical distance from the horizontal centerline to the top of the diagonal pipes:  $1'-0"$
- Vertical distance from the horizontal centerline to the bottom of the diagonal pipes:  $2'-0"$
- Angle of the diagonal pipes from the horizontal centerline:  $9'-0"$

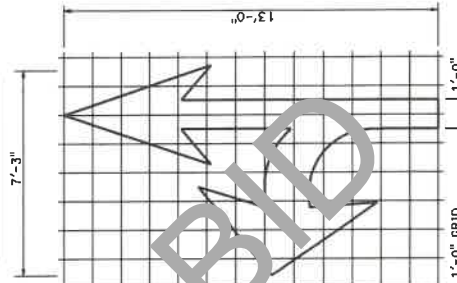
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
ARROWS**

NO SCALE

**A24A**

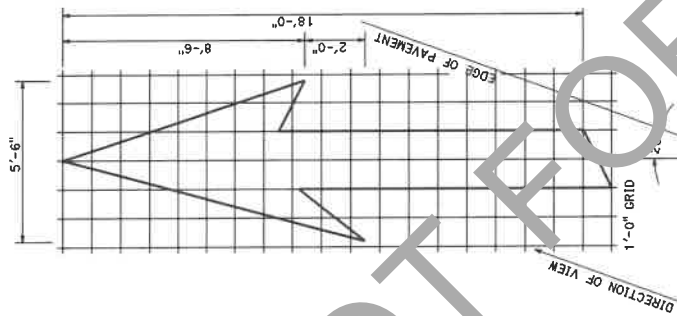


A=36 114  
TYPE VIII ARROW



TYPE VII (L) ARROW  
A=21 f+z

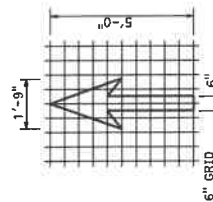
(For Type VII (R) arrow,  
use mirror image)



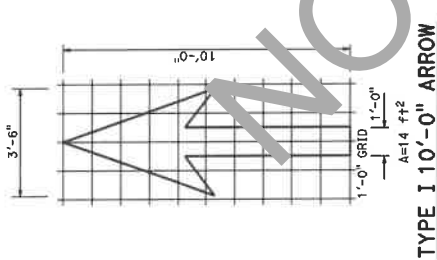
A=42 ft+2

**TYPE VI ARROW**

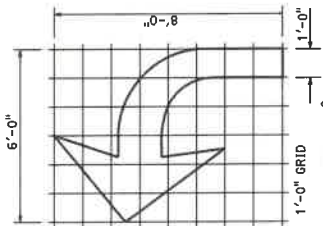
Right lane drop arrow  
(For left lane,  
use mirror image)



A=3.5 f+2  
**BIKE LANE ARROW**

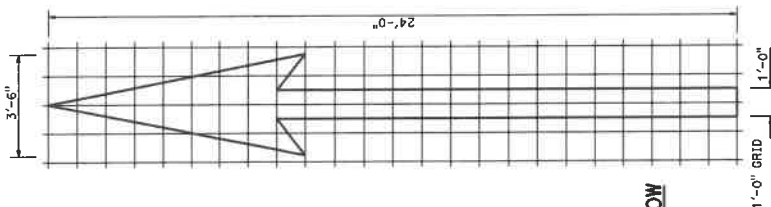


TYPE I 10'-0" ARROW

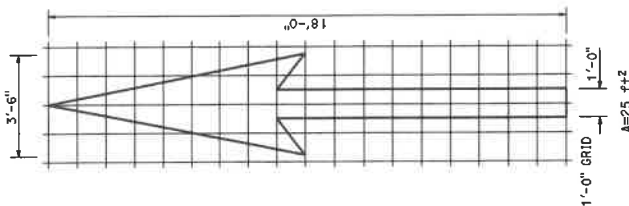


A=15  $\uparrow\uparrow$   
TYPE IV (L) ARROW

For Type IV (R) arrow, use mirror image)



A=31 f+2  
TYPE I 24'-0" ARROW



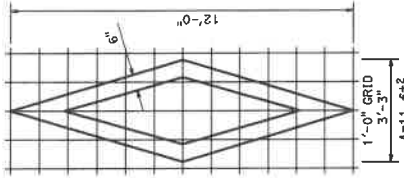
TYPE I 18'-0" ARROW

**NOTE:** Minor variations may be

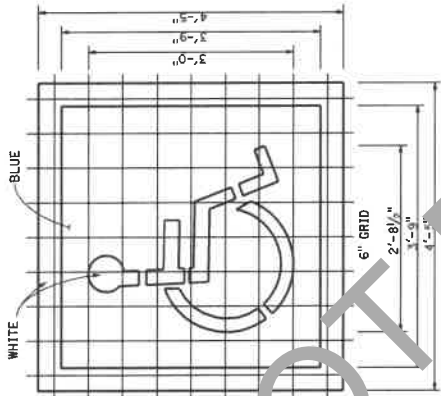
DATE	COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS

**REGISTERED CIVIL ENGINEER**  
*Alfred F. Jones*  
 October 30, 2015  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA OR ITS OFFICERS  
 IN AUTHORITY HAVE REVIEWED THESE PLANS  
 AND FOUND THEM TO BE IN ACCORDANCE WITH THE  
 CODES OF THIS PLAN SHEET.

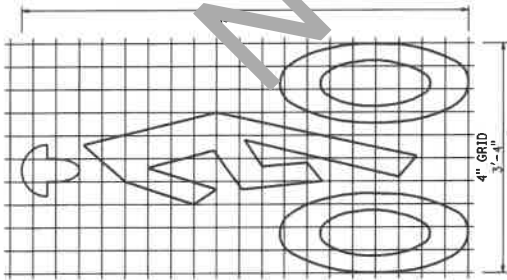
**NOTE:**  
Minor variations in dimensions may be accepted by the Engineer.



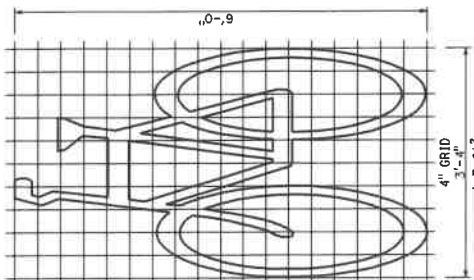
**DIAMOND SYMBOL**



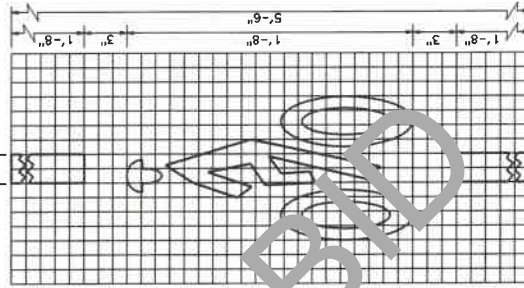
**INTERNATIONAL SYMBOL OF ACCESSIBILITY (ISA) MARKING**



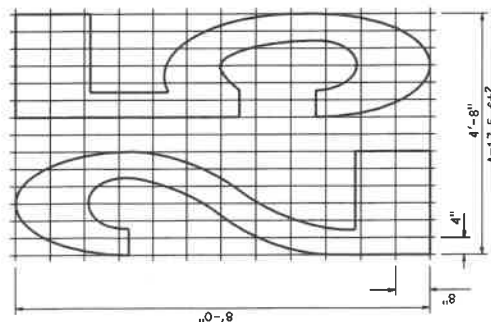
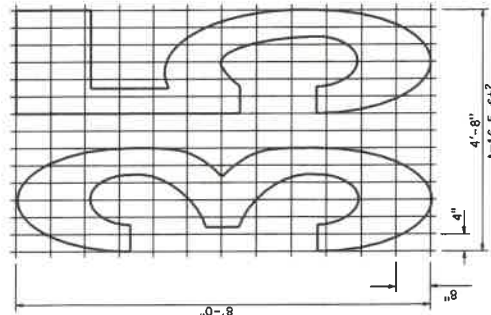
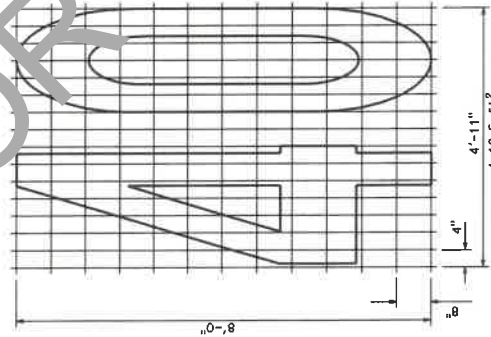
**BIKE LANE SYMBOL WITH PERSON**



**BIKE LANE SYMBOL WITHOUT PERSON**



**BIKE LOOP DETECTOR SYMBOL**



**NUMERALS**

**SHARED ROADWAY BICYCLE MARKING**

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
 SYMBOLS AND NUMERALS**  
 NO SCALE

**A 24C**

A=10 f+2

A 24D

1. If a message consists of more than one word, it must read "up", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.



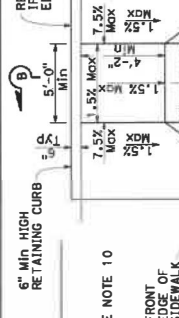
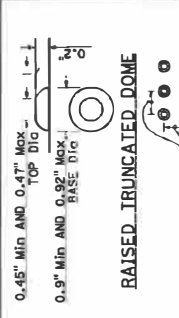
[Return to Table of Contents](#)

PROJECT NO. \_\_\_\_\_ SHEET NO. \_\_\_\_\_

ROUTE \_\_\_\_\_ COUNTY \_\_\_\_\_

REGISTERED CIVIL ENGINEER  
Hector David Cardenas  
No. 24197  
State of California  
July 21, 2017  
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICIALS  
DO NOT GUARANTEE THE ACCURACY OR  
COMPLETENESS OF THIS PLAN SHEET.



TO ACCOMPANY PLANS DATED \_\_\_\_\_

**NOTES:**

- As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. A through Case G curb ramps also may be used at mid-block locations on the conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
- If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
- When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
- As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
- The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
- Side slope of ramp flares very uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
- The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be **4" Min.** same level.
- Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within inches of the curb ramp shall not be steeper than 1:12 (8.3%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
- Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
- The detectable warning surface shall be a rectangle as shown at back of curb, warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
- Sidewalk and ramp thickness, "T", shall be **4" Min.**
- Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
- Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.

**RAISED TRUNCATED DOME PATTERN (IN-LINE)  
DETECTABLE WARNING SURFACE**

See Note 10

**RAISED TRUNCATED DOME PATTERN (IN-LINE)  
DETECTABLE WARNING SURFACE**

See Note 10

**RAISED TRUNCATED DOME PATTERN (IN-LINE)  
DETECTABLE WARNING SURFACE**

See Note 10

**RAISED TRUNCATED DOME PATTERN (IN-LINE)  
DETECTABLE WARNING SURFACE**

See Note 10

**RAISED TRUNCATED DOME PATTERN (IN-LINE)  
DETECTABLE WARNING SURFACE**

See Note 10

**RAISED TRUNCATED DOME PATTERN (IN-LINE)  
DETECTABLE WARNING SURFACE**

See Note 10

**RAISED TRUNCATED DOME PATTERN (IN-LINE)  
DETECTABLE WARNING SURFACE**

See Note 10

**RAISED TRUNCATED DOME PATTERN (IN-LINE)  
DETECTABLE WARNING SURFACE**

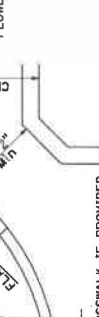
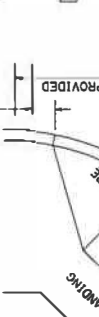
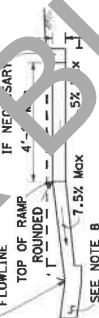
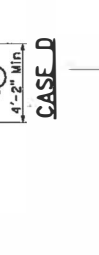
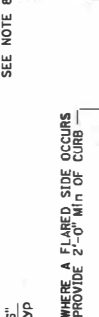
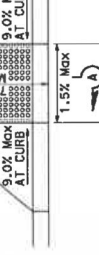
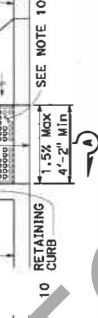
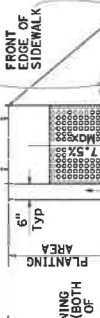
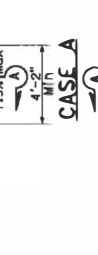
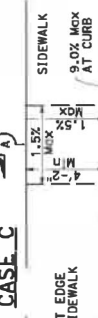
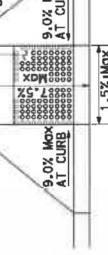
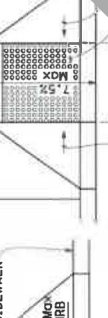
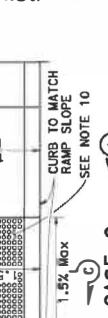
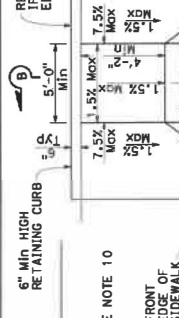
See Note 10

**RAISED TRUNCATED DOME PATTERN (IN-LINE)  
DETECTABLE WARNING SURFACE**

See Note 10

**RAISED TRUNCATED DOME PATTERN (IN-LINE)  
DETECTABLE WARNING SURFACE**

See Note 10



Radial or  
Non-radial  
Concentric  
Non-concentric  
4'-2" min.  
2' Var.

**DETAIL B  
TYPICAL ONE-RAMP  
CORNER INSTALLATION**

See Notes 1 and 3

**DETAIL A  
TYPICAL TWO-RAMP  
CORNER INSTALLATION**

See Note 1

RSP A88A DATED JULY 21, 2017 SUPERSEDES RSP A88A DATED JULY 15, 2016 AND STANDARD  
PLAN A88A DATED OCTOBER 30, 2015 - PAGE 127 OF THE STANDARD PLANS BOOK DATED 2015.

**REVISED STANDARD PLAN RSP A88A**

(MODIFIED)

NOTES:

1. Transverse joint spacing may be adjusted to no less than 10' and no more than 14' to conform to bridges, change in pavement type, and hardened concrete pavement.
2. For transverse joint and dowel bar details not shown, see Standard Plan P10.
3. For longitudinal joint and tie bar details not shown, see Standard Plan P15.
4. For additional longitudinal joint layout details, see Standard Plan P18.
5. For joint layout at intersections, see Project Plans.
6. For dowel bars at longitudinal joint, see Standard Plan P16.

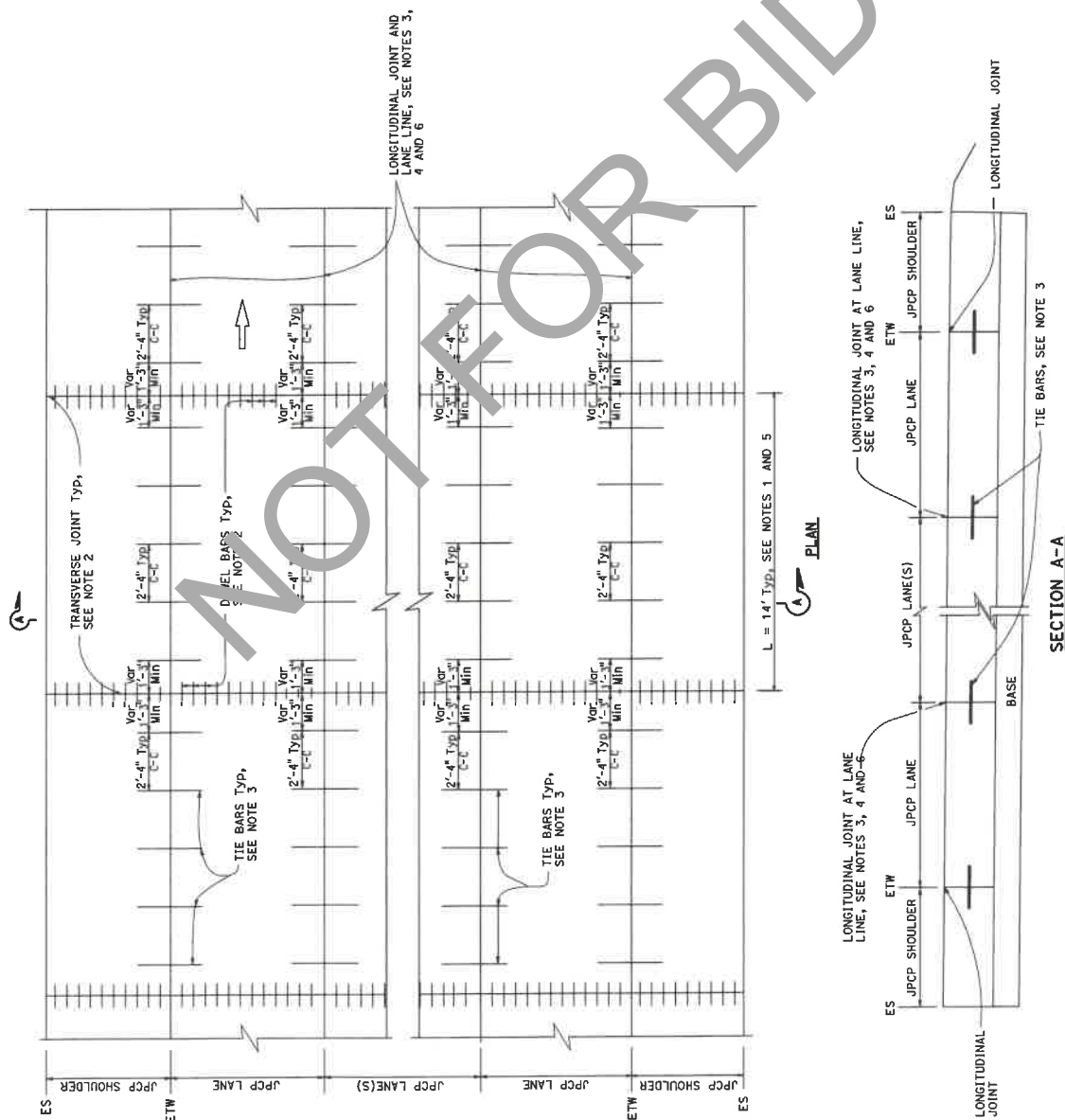
STATE OF CALIFORNIA

**JOINTED PLAIN  
CONCRETE PAVEMENT  
NEW CONSTRUCTION**

**NO SCALE**

1

[Return to Table of Contents](#)



SHEET NO.	COUNTY	ROUTE	TOTAL SHEETS
1			

REGISTERED CIVIL ENGINEER  
 William T. Finkbeiner  
 October 30, 2015  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA OR ITS OFFICERS  
 THE ABOVE SHALL NOT BE REPRODUCED FOR  
 ANY OTHER PROJECT WITHOUT THE WRITTEN  
 CONSENT OF THE ENGINEER.

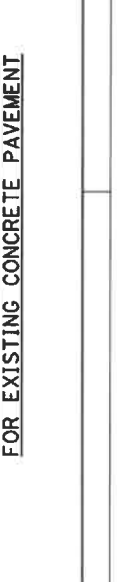
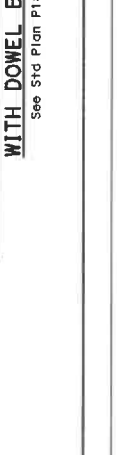
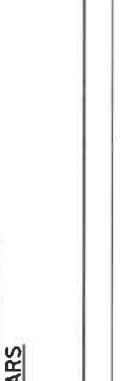
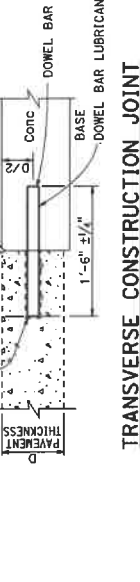
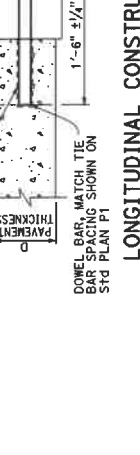
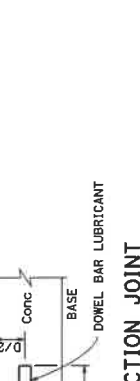
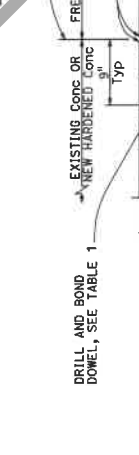
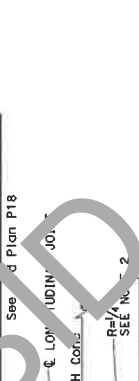
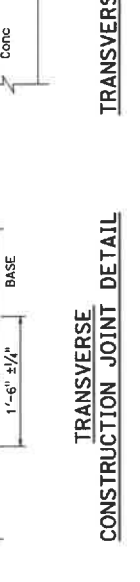
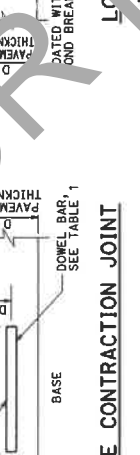
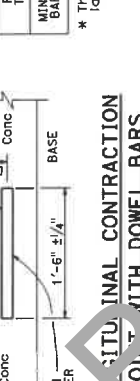
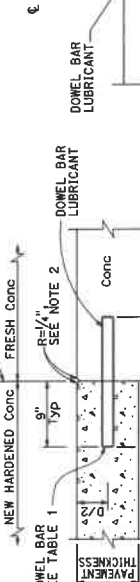
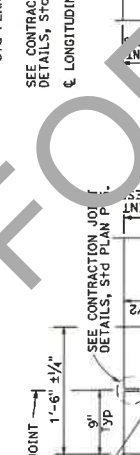
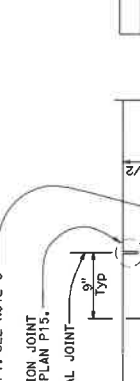
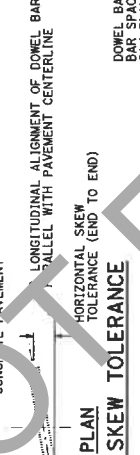
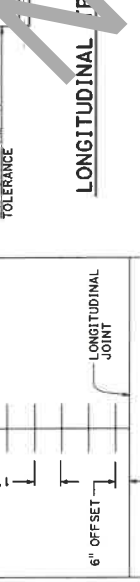
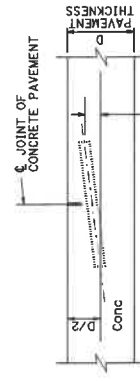
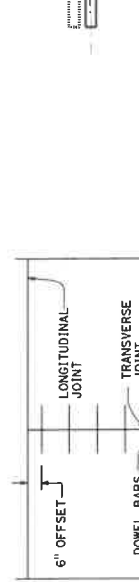
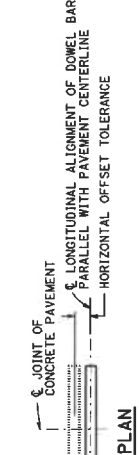
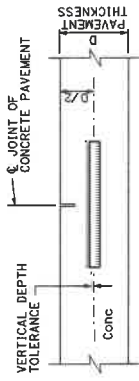


TABLE 1

PAVEMENT THICKNESS	0.65' > 0.65' - 0.85'	> 0.85'
MINIMUM DOWEL BAR DIAMETER	1"	1 1/2"

\* The drilled hole diameter must be 1/8" to 3/16" larger than the bar diameter.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**CONCRETE PAVEMENT  
DOWEL BAR  
DETAILS**

NO SCALE

P10



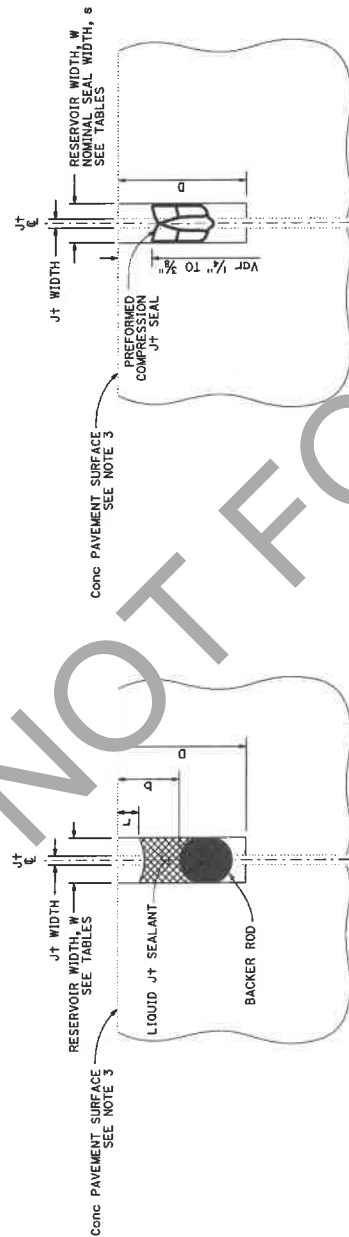
Dist	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER PROJECT NO. 10000000000000000000 DATE October 30, 2015 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICE OF PUBLIC WORKS SHALL HAVE NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN OR THE RESULTS OF THE DESIGN.	
--	--

**NOTES:**

1. Details do not apply to isolation joints and longitudinal construction joints.
2. Tie bars, dowel bars, and bar reinforcement are not shown.
3. Depths are measured from the final concrete pavement surface elevation after any grinding.

**LIQUID JOINT SEALANT**

RESERVOIR WIDTH W ± 1/8"	LIQUID JOINT SEALANT DIMENSIONS			
	BACKER ROD NOMINAL Dia *	DEPTHS (ASPHALT RUBBER) ** D ± 1/8"	BACKER ROD b ± 1/8"	DEPTHS (SILICONE) RESERVOIR D ± 1/8" BACKER ROD RECESS r ± 1/8"
1/4"	3/8"	1 3/8"	3/8"	1 3/8"
3/8"	1/2"	1 1/2"	1/2"	1 1/2"
1/2"	5/8"	2"	5/8"	2"
5/8"	3/4"	2 1/4"	3/4"	2 1/4"
3/4"	1"	2 1/2"	1"	2 1/2"
1 1/4"	1 1/4"	3"	1 1/4"	3"
1 1/2"	1 1/2"	3 1/2"	1 1/2"	3 1/2"

\* Larger diameter backer rods may be substituted according to manufacturer recommendations if reservoir depth is increased equivalently.

\*\* Asphalt rubber sealant recess depth "r" varies from 1/4" to 3/8"

**PREFORMED COMPRESSION JOINT SEAL**

RESERVOIR WIDTH W ± 1/8"	JOINT SEAL DIMENSIONS	
	NOMINAL SEAL WIDTH D ± 1/8"	FORMED COMPRESSION RESERVOIR D ± 1/8"
1/4"	1/2"	1 1/2"
3/8"	3/4"	1 1/4"
1/2"	1"	1 1/2"
5/8"	1 1/4"	1 1/2"
3/4"	1 1/2"	1 1/2"
1"	1 3/4"	2"
1 1/4"	2"	2 1/2"
1 1/2"	2 1/4"	2 1/2"

Const. SEASON	Min RESERVOIR WIDTH *
WINTER	W ± 1/8"
SPRING	1/4"
SUMMER	3/8"
FALL	3/8"

\* Minimum reservoir width for replacement joint seal = existing joint width + 1/8"

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**JOINT SEALS**

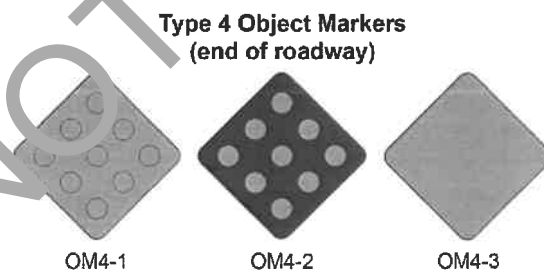
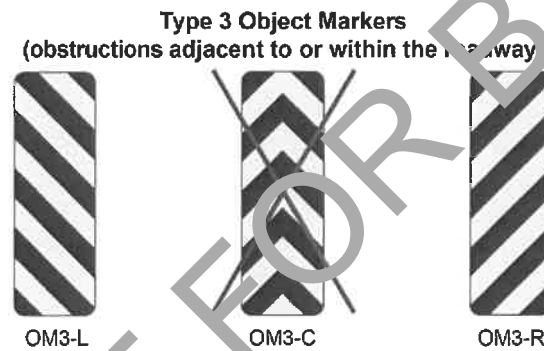
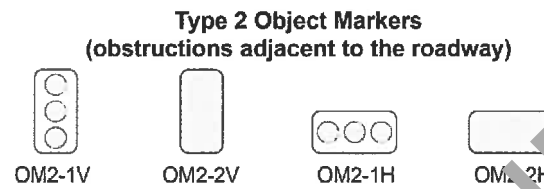
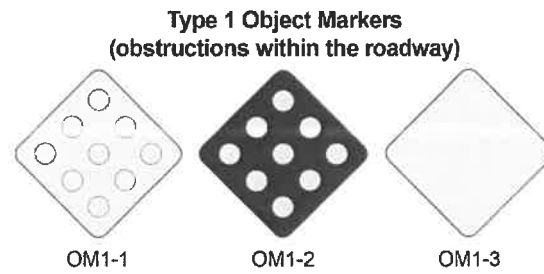
NO SCALE

**P20**

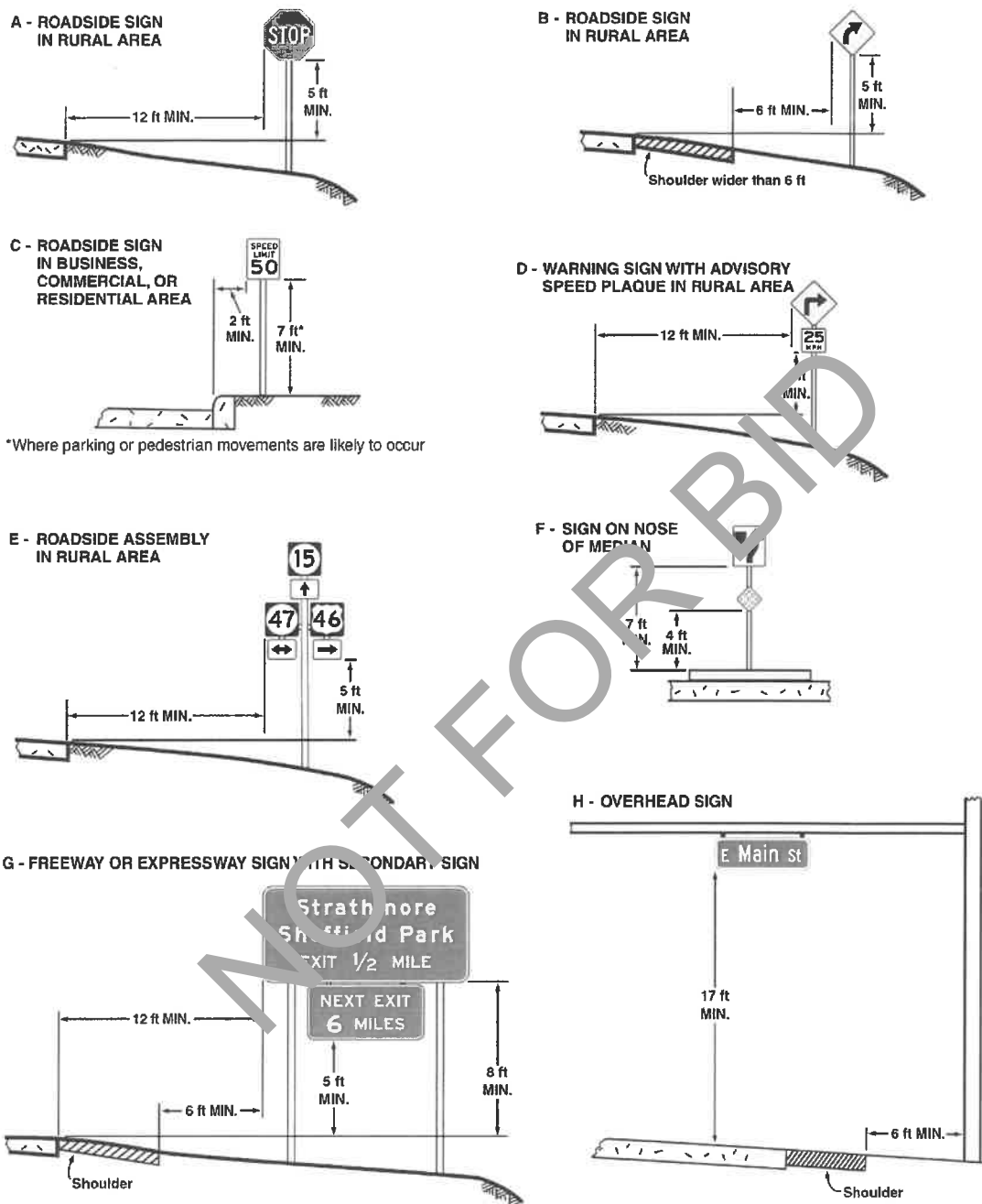
*Return to Table of Contents*



**Figure 2C-13. Object Markers**



**Figure 2A-2. Examples of Heights and Lateral Locations of Sign Installations**



**Note:**  
See Section 2A.19 for reduced lateral offset distances that may be used in areas where lateral offsets are limited, and in business, commercial, or residential areas where sidewalk width is limited or where existing poles are close to the curb.

[illegible]

TO ACCOMPANY PLANS DATED

## ANNOTATION

SYMBOL	DESCRIPTION
--------	-------------

ABANDON. IF APPLIED TO CONDUIT, REMOVE CONDUCTORS

INSTALL PULL BOX IN EXISTING CONDUIT RUN

PEDESTRIAN BARRICADE, TYPE AS INDICATED ON PLAN

INSTALL CONDUIT INTO EXISTING PULL BOX

CONNECT NEW AND EXISTING CONDUIT. REMOVE EXISTING CONDUCTORS AND INSTALL CONDUCTORS AS INDICATED

CONDUIT TO REMAIN FOR FUTURE USE. REMOVE CONDUITORS INSTALL PULL TAPE

DETECTOR HANDHOLE

FOUNDATION TO BE ABANDONED

INSTALL SIGN ON SIGNAL MAST ARM

NO SLIP BASE ON STANDARD

PHOTOELECTRIC CONTROL

PHOTOELECTRIC UNIT

EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CONTRACTOR

RELOCATE EQUIPMENT

## REMOVE AND REUSE EQUIPMENT

REMOVE AND SALVAGE EQUIPMENT

REPAIRING AND REPLACING EXISTING  
SPLICE NEW TO EXISTING CONDUCTORS

SERVICE DISCONNECT


TELEPHONE SERVICE POINT

SPECIFIC PROJECT NOTES


## SOFFIT AND WALL-MOUNTED

## LUMINAIRES

SYMBOL	DESCRIPTION
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
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77	77
78	78
79	79
80	80
81	81
82	82
83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

 PENDANT SOFFIT LUMINAIRE

FLUSH-MOUNTED SOFFIT LUMINAIRE

 WALL-MOUNTED LUMINAIRE

EXISTING SOFFIT OR WALL-MOUNTED  
LUMINAIRE TO REMAIN UNMODIFIED

EXISTING SOFFIT OR WALL-MOUNTED  
LUMINAIRE TO BE MODIFIED AS SPECIFIED









**NOTE:**

NOTE:  
Arrow indicates "street side" of luminaire.

## STANDARD

NEW	EXISTING	TYPE
		15
		150
		15
		150
		15
		150
		21
		210
		21
		210
		30
		31
		32

## MISCELLANEOUS ELECTRONIERS

NEW	EXISTING	DESCRIPTION
		MINOR WOOD POLE
		NO STANDARD ELECTROLIER (SEE SUBJECT AGENT)
		CITY ELECTROLIER
		ELECTROLIER FOUNDATION (FUTURE INSTALLATION)

**NOTE:**

1. Luminaires shall be Roadway 2 when installed on Type 21, 21D, 30, 31 and 32 Standards, unless otherwise specified. Luminaires shall be Roadway 1 when installed on other type standards or poles, unless otherwise specified.

## ELECTRICAL SYSTEMS (LEGEND)

NO SCALE

RSP ES-1A DATED OCTOBER 19, 2018 SUPERSEDES STANDARD PLAN ES-1A DATED MAY 31, 2018 - PAGE 475 OF THE STANDARD PLANS BOOK DATED 2018.

REVISÉ STANDARD PLAN RSP ES-1A

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

REGISTERED ELECTRICAL ENGINEER	
APRIL 17, 2020	
PLANS APPROVAL DATE	
APRIL 17, 2020	
REGISTERED ELECTRICAL ENGINEER	
APRIL 17, 2020	
PLANS APPROVAL DATE	
APRIL 17, 2020	

TO ACCOMPANY PLANS DATED

**SIGNAL EQUIPMENT**

NEW	EXISTING	DESCRIPTION	NEW	EXISTING	DESCRIPTION
---	---	LIGHTING CONDUIT, UNLESS OTHERWISE INDICATED OR NOTED	---	---	PEDESTRIAN SIGNAL HEAD
---	---	TRAFFIC SIGNAL CONDUIT	---	---	PUSH BUTTON ASSEMBLY POST
---	---	COMMUNICATION CONDUIT	---	---	PEDESTRIAN BARRICADE
---	---	TELEPHONE CONDUIT	---	---	VEHICLE SIGNAL HEAD CONSISTING OF RED, YELLOW, AND GREEN SECTIONS
---	---	FIRE ALARM CONDUIT	---	---	VEHICLE SIGNAL HEAD WITH ANGLE VISOR
---	---	FIBER OPTIC CONDUIT	---	---	
---	---	CONDUIT TERMINATION	---	---	
---	---	CONDUIT RISER ATTACHED TO THE STRUCTURE OR SERVICE POLE	---	---	

**SERVICE EQUIPMENT**

NEW	EXISTING	DESCRIPTION	NEW	EXISTING	DESCRIPTION
---	---	OVERHEAD LINES	---	---	MODIFICATIONS OF BASIC SYMBOLS: "L" INDICATES LOWERED GREEN SECTIONS "P" INDICATES LOWERED GREEN SECTION ONLY "R" INDICATES ALL 12" SECTIONS PROGRAMMED VISIBILITY "PHB" INDICATES TYPE WAS-3A FOR PEDESTRIAN HYBRID BEACON FACE
---	---	WOOD POLE, "U" INDICATES UTILITY OWNED	---	---	VEHICLE SIGNAL HEAD CONSISTING OF RED, YELLOW, AND GREEN LEFT ARROW SECTIONS
---	---	POLE GUY WITH ANCHOR	---	---	VEHICLE SIGNAL HEAD CONSISTING OF RED AND YELLOW SECTIONS WITH AN UP GREEN ARROW SECTION
---	---	UTILITY TRANSFORMER - GROUND MOUNTED	---	---	VEHICLE SIGNAL HEAD (5 SECTIONS) CONSISTING OF RED, YELLOW, AND GREEN SECTIONS WITH YELLOW AND GREEN RIGHT ARROW SECTIONS
---	---	SERVICE EQUIPMENT ENCLOSURE TYPE: DOOR INDICATES FRONT OF ENCLOSURE	---	---	TYPE 15TS STANDARD WITH VEHICLE SIGNAL HEAD, PEDESTRIAN SIGNAL HEAD, AND LUMINAIRE
---	---	TELEPHONE DEMARCATION CABINET	---	---	TYPE 21T STANDARD WITH VEHICLE SIGNAL HEAD, PEDESTRIAN SIGNAL HEAD, AND LUMINAIRE

**POLE-MOUNTED SERVICE DESIGNATION**

SYMBOL	DESCRIPTION
---	TYPE OF INSTALLATION AND POLE HEIGHT ABOVE GRADE
---	TYPE H SERVICE, 28'-10"

**FLASHING BEACON**

NEW	EXISTING	DESCRIPTION
---	---	FLASHING BEACON (ONE VEHICLE SIGNAL HEAD, ONE PEDESTRIAN SIGNAL HEAD) "R" INDICATES RED INDICATION "Y" INDICATES YELLOW INDICATION
---	---	FLASHING BEACON WITH TYPE 15-FBS STANDARD AND A SIGN.
---	---	FLASHING BEACON WITH TYPES 9A OR 9B SIGN UNLESS OTHERWISE SPECIFIED OR INDICATED

**OVERHEAD SIGN**

NEW	EXISTING	DESCRIPTION
---	---	SINGLE POST, SINGLE SIGN, BALANCED BUTTERFLY
---	---	SINGLE POST, DOUBLE SIGN, BALANCED BUTTERFLY
---	---	SINGLE POST, SINGLE SIGN, FULL CANTILEVER
---	---	DOUBLE POST, SINGLE SIGN
---	---	SINGLE SIGN MOUNTED ON STRUCTURE
---	---	SINGLE POST, SINGLE SIGN, FULL CANTILEVER WITH ELECTROLIER
---	---	DOUBLE POST, SINGLE SIGN WITH ELECTROLIER

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**ELECTRICAL SYSTEMS  
(LEGEND)**

NO SCALE

RSP ES-1B DATED APRIL 17, 2020 SUPERSEDES RSP ES-1B DATED OCTOBER 19, 2018 AND  
STANDARD PLAN ES-1B DATED MAY 31, 2018 - PAGE 476 OF THE STANDARD PLANS BOOK DATED 2018.**REVISED STANDARD PLAN RSP ES-1B**

**EQUIPMENT DESIGNATION**

**SIGN:** \_\_\_\_\_ EQUIPMENT IDENTIFICATION CHARACTERS  
 SIGN NO. 12345  
 10 OSI SCI 1.0  
 TRANSFORMER RATING (KVA)  
 LIGHTING CONTROL TYPE  
 NUMBER OF OVERHEAD SIGN LUMINAIRES  
**LIGHTING STANDARD, SIGNAL AND LIGHTING STANDARD:**  
 L2745, - 15'-0"

MAST ARM LENGTH  
 EQUIPMENT IDENTIFICATION CHARACTERS

**SOFFIT:** \_\_\_\_\_ EQUIPMENT IDENTIFICATION CHARACTERS  
 L98765,

**NOTE:**  
 EXISTING EQUIPMENT IDENTIFICATION CHARACTERS ARE SHOWN IN PARENTHESIS

**MISCELLANEOUS EQUIPMENT**

NEW	EXISTING	DESCRIPTION
		CMS CHANGEABLE MESSAGE SIGN
		CAMERA
		HIGHWAY ADVISORY RADIO POLE AND ANTENNA
		EXTINGUISHABLE MESSAGE SIGN
		DETECTION DEVICE M = MICROWAVE SENSOR V = VIDEO IMAGE SENSOR
		RADAR SPEED FEEDBACK SIGN

**CONDUIT AND CONDUCTORS**

CONDUIT RUN NUMBER  
 3/2" x 2#10 (L+g), 15#14 (S+g), 2 DLC, 12#18, 1-COAXIAL CABLE (camero), 3-36SC, 2 SIC  
 NUMBER AND SIZE OF CONDUCTORS AND CABLES  
 SIZE OF CONDUIT IN INCHES

**DETAILS**

STANDARD PLAN SHEET NUMBER  
 DETAIL, NUMBER, SECTION, TYPE, OR ELEVATION  
 EQUIPMENT OR MATERIAL DESIGNATION

**PHASE**

PEDESTRIAN  
 TRAFFIC PHASE IDENTIFICATION FOR SIGNALS, DETECTORS, AND PHASE DIAGRAMS  
 Ø1, Ø2, Ø2P, etc.

**WIRING COMPONENTS**

SYMBOL	DESCRIPTION
	EXTERNAL CONDUCTOR
	CONDUCTOR OR BUS
	TIE POINT
	CONTACTOR COIL
	CONTACTOR, NO CONTACT
	TERMINAL BLOCKS
	CONTACTOR, NC CONTACT
	ENCLOSURE BOND
	GROUNDING ELECTRODE
	CIRCUIT BREAKER
	RECEPTACLE

**HANDHOLES, PULL BOXES, AND VAULTS**

NEW	EXISTING	DESCRIPTION
		DETECTOR HANDHOLE
		PULL BOX, NO. 5 UNLESS OTHERWISE INDICATED
		VAULT

DESIGNATIONS:  
 3 No. 3 PULL BOX  
 4 No. 4 PULL BOX  
 5 No. 5 PULL BOX  
 6 No. 6 PULL BOX  
 7 No. 7 PULL BOX (CEILING)  
 8 No. 8 PULL BOX  
 9 No. 9 PULL BOX (STRUCTURE)  
 9A No. 9A PULL BOX (STRUCTURE)  
 TYPE:  
 (E) EXTENDED PULL BOX  
 (T) TRAFFIC PULL BOX  
 (TR) TAMPER-RESISTANT PULL BOX

**VEHICLE DETECTOR DESIGNATION**

5 J 9 U  
 INPUT FILE (U = UPPER)  
 SLOT NUMBER IN INPUT FILE (1 TO 9)  
 INPUT FILE (I OR J)  
 PHASE (1 TO 8)

TO ACCOMPANY PLANS DATED

**DETECTORS**

NEW	EXISTING	DESCRIPTION
		TYPE A LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE B LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE C LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE D LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE E LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE F LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE G LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		MICROWAVE OR VIDEO DETECTION ZONE

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**ELECTRICAL SYSTEMS  
(LEGEND)**

NO SCALE

RSP ES-1C DATED APRIL 17, 2020 SUPERSEDES RSP ES-1C DATED OCTOBER 18, 2019  
 AND RSP ES-1C DATED OCTOBER 19, 2018 AND STANDARD PLAN ES-1C  
 DATED MAY 31, 2018 - PAGE 477 OF THE STANDARD PLANS BOOK DATED 2018.

**REVISED STANDARD PLAN RSP ES-1C**

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

*H.R.P.*

REGISTERED ELECTRICAL ENGINEER

May 31, 2018

PLANS APPROVAL DATE

STATE OF CALIFORNIA OR ITS OFFICERS  
THE ARCHITECT OR ENGINEER HAS REVIEWED  
THE ARCHITECT OR ENGINEER'S SEAL AND  
COPIES OF THIS PLAN SHEET.

Professional Engineer Seal: H. R. P. No. 15836, License No. 42-31-19, State of California, Electrical Engineering.

1. The plan shows the approximate location of devices within the enclosure. Components may be rearranged, however, the "working" clearances within the service equipment enclosure shall be maintained.
2. In unobstructed areas a rigid portland cement concrete pad 2'-0" x 4" x width of foundation shall be constructed in front of meter equipment enclosure installation. Pad shall be set to elevation of foundation.
3. Plug-in circuit breakers may be mounted in the vertical or horizontal position. Cable-in/cable-out circuit breakers shall be mounted in the vertical position.
4. Type III-AF and Type III-BF service equipment enclosures shall have the meter viewing windows located at the front side of the service equipment enclosures.
5. Type III-AR and Type III-BR service equipment enclosures shall be similarly constructed as Type III-AF and Type III-BF respectively, except the meter viewing windows shall be located on the back side of the service equipment enclosures.

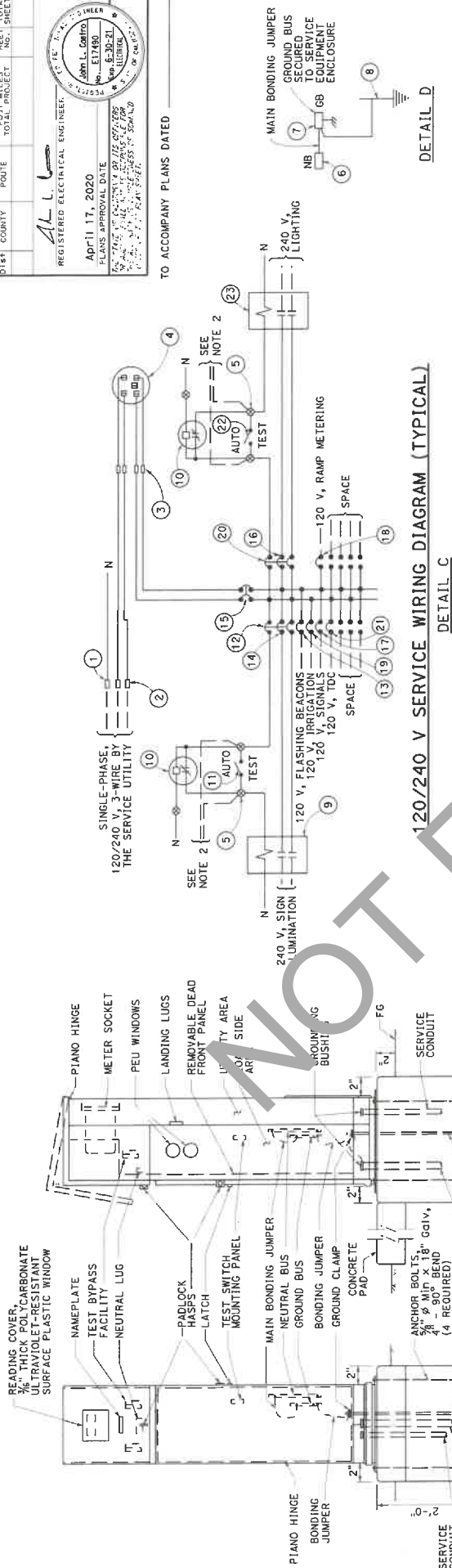
**ELECTRICAL SYSTEMS  
(SERVICE EQUIPMENT ENCLOSURE  
NOTES TYPE III SERIES)**

**ES-2C**

DIS#	COUNTY	ROUTE	POST MILES	TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

AL L. Conto  
 REGISTERED ELECTRICAL ENGINEER  
 EIT 7480  
 APR 11, 2020  
 PLANS APPROVAL DATE  
 1/2" = 1'-0" (SEE NOTE 1)  
 1/4" = 1'-0" (SEE NOTE 2)  
 1/8" = 1'-0" (SEE NOTE 3)  
 1/16" = 1'-0" (SEE NOTE 4)

TO ACCOMPANY PLANS DATED



TYPE III-B SERVICE EQUIPMENT ENCLOSURE LEGEND (120/240 V)

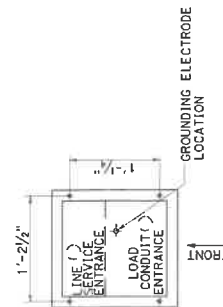
ITEM	COMPONENT	NAMEPLATE DESCRIPTION	ITEM	COMPONENT	NAMEPLATE DESCRIPTION
1	NEUTRAL LUG	15 A, 120 V, 1P, CB	13	FLASHING BEACON	FLASHING BEACON
2	LANDING LUG	30 A, 240 V, 2P, CB	14	SIGN ILLUMINATION	SIGN ILLUMINATION
3	TEST BYPASS FACILITY	100 A, 240 V, 2P, CB	15	MAIN BREAKER	MAIN BREAKER
4	METER SOCKET AND SUPPORT	30 A, 240 V, 2P, CB	16	LIGHTING	LIGHTING
5	TERMINAL BLOCKS	50 A, 120 V, 1P, CB	17	SIGNALS	SIGNALS
6	NEUTRAL BUS	30 A, 120 V, 1P, CB	18	RAMP METERING	RAMP METERING
7	GROUND BUS	20 A, 120 V, 1P, CB	19	IRRIGATION	IRRIGATION
8	GROUNDING ELECTRODE	15 A, 120 V, 1P, CB	20	LIGHTING CONTROL	LIGHTING CONTROL
9	30 A, 2P, NO CONTACTOR	20 A, 120 V, 1P, CB	21	TELEPHONE DEMARCATION CABINET	TELEPHONE DEMARCATION CABINET
10	PHOTOELECTRIC UNIT (NOTE 4)	15 A, 1P, TEST SWITCH	22	LIGHTING TEST SWITCH	LIGHTING TEST SWITCH
11	15 A, 1P, TEST SWITCH	15 A, 120 V, 1P, CB	23	LIGHTING	LIGHTING
12	15 A, 120 V, 1P, CB				

## NOTES:

- Unless otherwise indicated on the plans, service equipment items shall be provided for each service equipment enclosure as shown.
- Connect to remote test switch mounted on lighting standards, sign post, or structure when required.
- Items ① and ⑥ shall be isolated from the service equipment enclosure.
- Type X photoelectric control shall be used unless otherwise indicated on the plans.
- Item ② and ③ shall be ganged operated CB.
- The plan shows the approximate location of devices within the enclosure. Components may be rearranged, however, the "working" clearances within the service equipment enclosure shall be maintained.

TYPE III-BF SERVICE EQUIPMENT ENCLOSURE (TYPICAL)

DETAIL A

BASE FOR TYPE III-B  
SERVICE EQUIPMENT ENCLOSURE

DETAIL B

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**ELECTRICAL SYSTEMS  
(SERVICE EQUIPMENT ENCLOSURE, AND  
TYPICAL WIRING DIAGRAM,  
TYPE III-B SERIES)**

NO SCALE

RSP ES-2E DATED APRIL 17, 2020 SUPERSEDES RSP ES-2E DATED OCTOBER 19, 2018 AND  
STANDARD PLAN ES-2E DATED MAY 31, 2018 - PAGE 482 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP ES-2E





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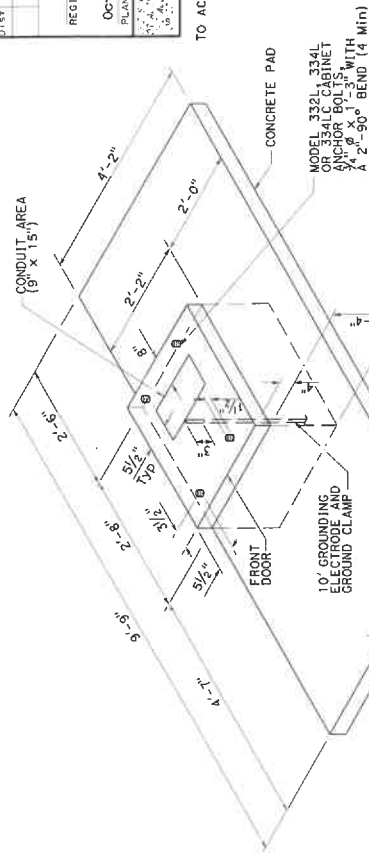
# NOTES:

1. Where telephone interconnect is required, a minimum of 5" clear vertical space shall be provided inside the cabinet for the equipment.
2. Telephone interconnect conductors shall be enclosed in a 3/4" or larger conduit through the foundation. Type 4 conduit shall be used to separate telephone and power conductors in cabinets.

DIST	COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS

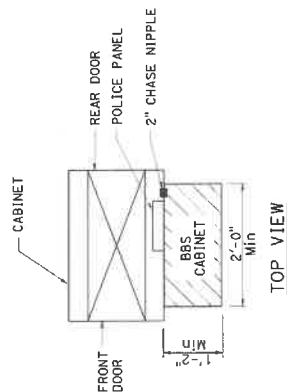
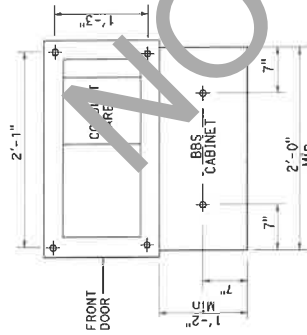
REGISTERED ELECTRICAL ENGINEER  
October 16, 2020  
PLANS APPROVAL DATE  
BY: [Signature]  
DATE: 10/16/20

TO ACCOMPANY PLANS DATED

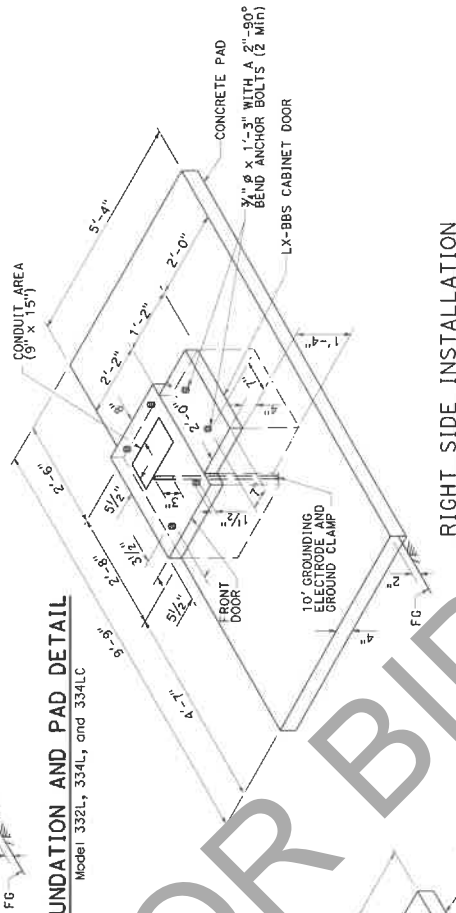


**FOUNDATION AND PAD DETAIL**  
Model 332L, 334L, and 334LC

**BASE PLAN FOR LX-BBS CABINET MOUNTED TO THE MODEL 332L CABINET**  
(FOR DIMENSIONS AND DETAILS NOT SHOWN, SEE CABINET HOUSING DETAILS OF THE TRANSPORTATION ELECTRICAL EQUIPMENT SPECIFICATION (TEES))

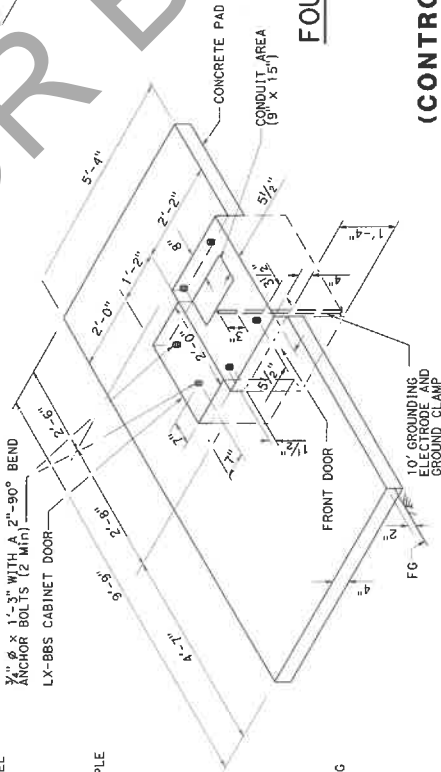


**LX-BBS CABINET MOUNTED TO THE MODEL 332L CABINET**



**RIGHT SIDE INSTALLATION**  
DETAIL B

**MODEL 332L CABINET**  
**FOUNDATION DETAIL WITH LX-BATTERY BACKUP SYSTEM**



**LEFT SIDE INSTALLATION**  
DETAIL A

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

## ELECTRICAL SYSTEMS (CONTROLLER CABINET FOUNDATION AND PAD DETAILS)

NO SCALE

RSP ES-3C DATED OCTOBER 16, 2020 SUPERSEDES RSP ES-3C DATED OCTOBER 19, 2018 AND STANDARD PLAN ES-3C DATED MAY 31, 2018 - PAGE 487 OF THE STANDARD PLANS BOOK DATED 2018.

**REVISED STANDARD PLAN RSP ES-3C**

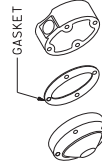
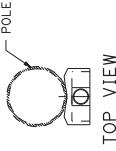
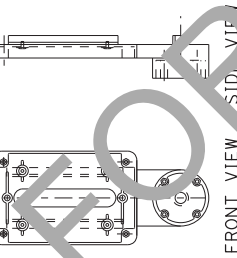
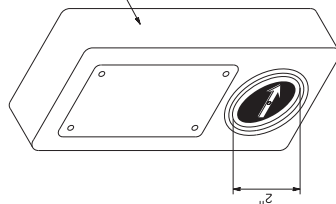
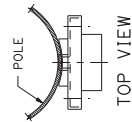
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

REGISTERED ELECTRICAL ENGINEER May 31, 2018 PLANS PREPARED BY H. R. Zafar THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION OR THE CORRECTNESS OF THIS PLAN SHEET.		PROFESSIONAL ENGINEER Hamid Zafar No. E15636 Exp. 12-31-19 ELECTRICAL STATE OF CALIFORNIA
--	--	---

**NOTES:**

1. Back casting shape to fit curvature of pole.
2. Provide cover fitting for top of post, when PBA is mounted on push button assembly post.
3. Install push button on crosswalk side of standard.
4. Use R10 series regulatory signs and plaques for pedestrian and bicycle facilities.



**ACCESSIBLE PEDESTRIAN SIGNAL**

DETAIL A

**TYPE B PUSH BUTTON ASSEMBLY**

DETAIL B

**TYPE C PUSH BUTTON ASSEMBLY**

DETAIL C

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**ELECTRICAL SYSTEMS  
(ACCESSIBLE PEDESTRIAN SIGNAL  
AND PUSH BUTTON ASSEMBLIES)**

NO SCALE

**ES-5C**

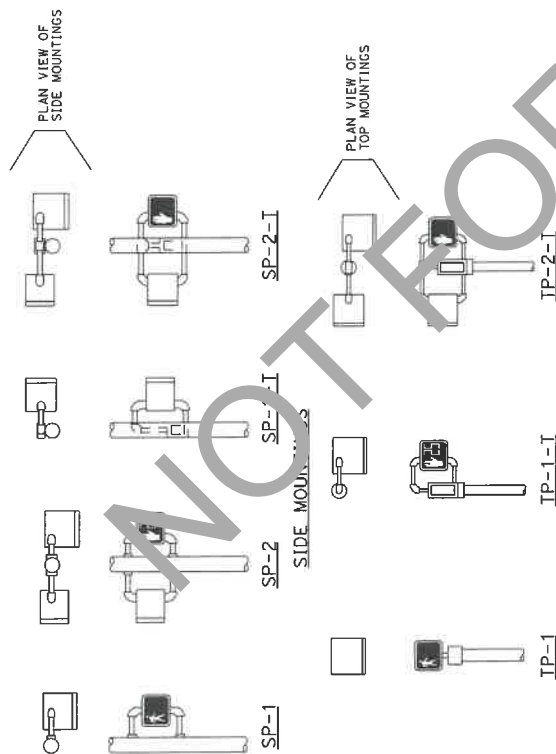
*Return to Table of Contents*

NOTES:

1. Mounting shall be oriented to provide maximum horizontal clearance to adjacent roadway.
2. See Revised Standard Plan RSP ES-4D for attachment fittings details.

ABBREVIATIONS:

- | 1, 2 | NUMBER OF SIGNAL FACES         |
|------|--------------------------------|
| SP   | SIDE MOUNTED PEDESTRIAN SIGNAL |
| T    | TERMINAL COMPARTMENT           |
| TP   | TOP MOUNTED PEDESTRIAN SIGNAL  |



TOP MOUNTINGS  
PEDESTRIAN SIGNAL HEAD MOUNTINGS



PERSON WALKING INTERVAL    FLASHING UPRAISED HAND INTERVAL    STEADY UPRAISED HAND INTERVAL

**LED COUNTDOWN PEDESTRIAN SIGNAL FACE MODULE**

DETAIL B

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**ELECTRICAL SYSTEMS  
(PEDESTRIAN SIGNAL HEADS)**

NO SCALE

RSP ES-4B DATED OCTOBER 19, 2018 SUPERSEDES STANDARD PLAN ES-4B  
DATED MAY 31, 2018 - PAGE 500 OF THE STANDARD PLANS BOOK DATED 2018.

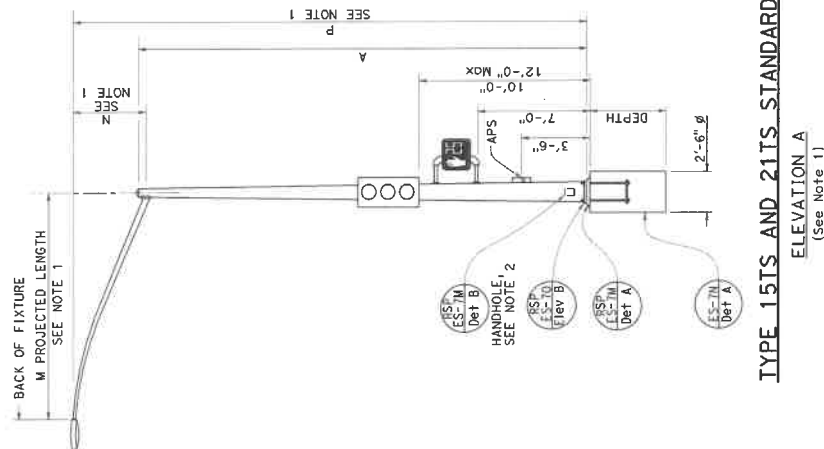
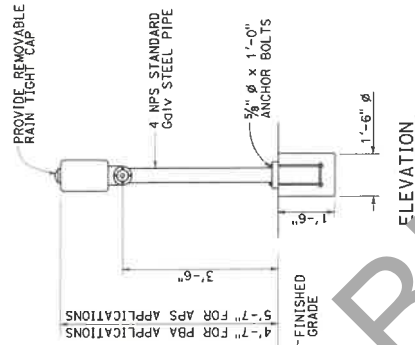
REVISED STANDARD PLAN RSP ES-4B

**NOTES:**

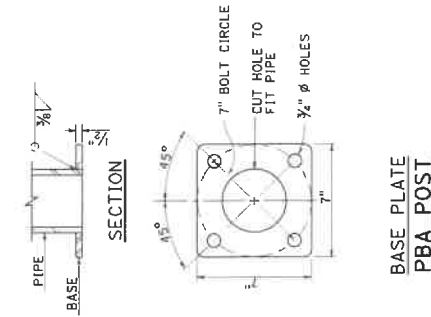
1. For additional notes, details and data for Type 1STS and Type 21TS Standards, see Standard Plan ES-6A.
2. Handhole shall be located on the downstream side of traffic.

DATE	COUNTY	ROUTE	POST MILES	SHEET TOTAL
October 19, 2018				
REGISTERED PROFESSIONAL ENGINEER No. 02793 EXPIRATION DATE 12/31/2020 STATE OF CALIFORNIA CIVIL ENGINEER PROJECT NO. 077-000-000-000 SHEET NO. 001 OF 001				

TO ACCOMPANY PLANS DATED

**TYPE 15TS AND 21TS STANDARD**ELEVATION A  
(See Note 1)**TYPE 15TS AND 21TS**

DETAIL A

**BASE PLATE  
PBA POST**

POLE TYPE	POLE DATA		BASE PLATE DATA			CIDH DEPTH
	A HEIGHT	MIN OD	WALL THICKNESS	BC = BOLT CIRCLE	ANCHOR BOLT SIZE	
15TS	30'-0"	8"	3 1/8"	1'-1 1/2"	1'-0"	7'-6"
21TS	35'-0"	9 3/8"	3 3/8"	1'-3"	1'-2"	8'-6"

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS**  
**(SIGNAL AND LIGHTING STANDARD, TYPE TS,**  
**AND PUSH BUTTON ASSEMBLY POST)**

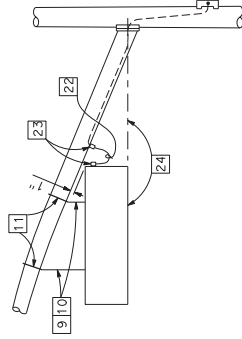
NO SCALE

RSP ES-7A DATED OCTOBER 19, 2018 SUPERSEDES STANDARD PLAN ES-7A  
DATED MAY 31, 2018 - PAGE 515 OF THE STANDARD PLANS BOOK DATED 2018.**REVISED STANDARD PLAN RSP ES-7A**



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

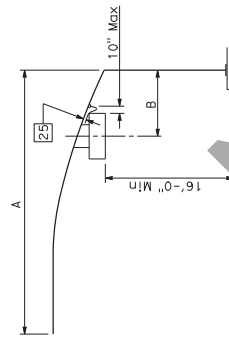
REGISTERED CIVIL ENGINEER  
 May 31, 2018  
 PLANS APPROVED DATE  
 THE STATE OF CALIFORNIA DEPT. OF TRANSPORTATION  
 NO. 037183  
 No. 3-31-20  
 CIVIL  
 STATE OF CALIFORNIA  
 COPIES OF THIS PLAN SHEET



**SIGN MOUNTING**  
DETAIL H

**SIGN PLACEMENT**

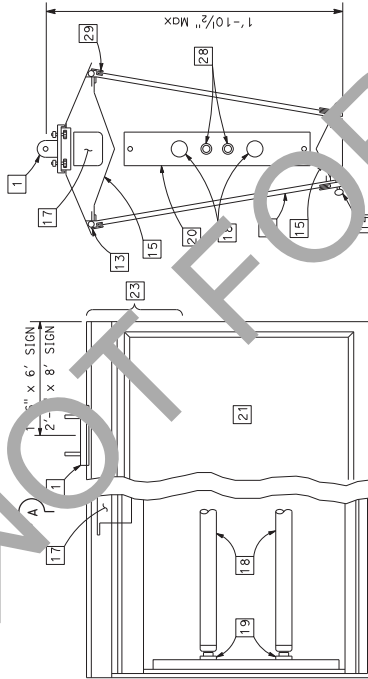
A	B
PROJECTED LENGTH	8'-0" SIGN
20'-0"	7'-10"
25'-0"	8'-10"
30'-0"	9'-2"
35'-0"	9'-6"
40'-0"	10'-2"
45'-0"	10'-6"
50'-0"	11'-6"
55'-0"	12'-6"
60'-0"	13'-6"
65'-0"	



**SIGN PLACEMENT**  
DETAIL I

**LEGEND:**

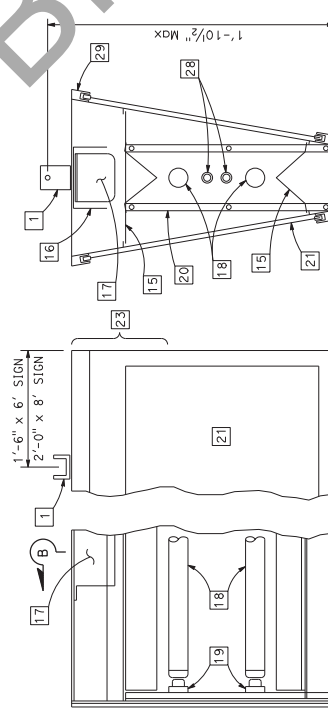
- 1 LOWER MOUNTING ASSEMBLY WITH GASKET.
- 2 UPPER MOUNTING ASSEMBLY.
- 3 ROD, 1/2" Ø, STAINLESS STEEL.
- 4 LOCKING PIN, STEEL.
- 5 FLAT WASHER, STAINLESS STEEL.
- 6 BUSHING, BRONZE.
- 7 BOLT, 1/2" Ø STAINLESS STEEL, WITH SELF-LOCKING NUT.
- 8 BOLT, 1/2" Ø STAINLESS STEEL, WITH THREE NUTS, AND COTTER KEY. LENGTH AS REQUIRED FOR PROPER MOUNTING OF SIGN.
- 9 BRACKET, 1/4" X 1/2" MINIMUM, LENGTH VARIABLE.
- 10 BRACKET, 2-PIECE ADJUSTABLE, 1/4" X 1/2" MINIMUM, TWO 1/2" Ø HEXAGON HEAD BOLTS WITH NUTS AND LOCKWASHERS.
- 11 3/4" X 0.020" MINIMUM ROUNDED EDGE STAINLESS STEEL STRAP WITH 2" LONG BEND UNDER BUCKLE. IF ATTACHING TO A MULTISIDED SECTION BEND UNDER SECTION SHALL BE LONG ENOUGH TO CONTACT AT LEAST 3 CORNERS.
- 12 MOUNTING BOLT, 1/4" Ø MINIMUM, WITH NUT AND LOCKWASHER, OR SELF-LOCKING NUT AND WASHER SET.
- 13 CONTINUOUS HINGE.
- 14 TRUMB SCREW, 5/8" Ø MINIMUM TWO PER SIDE ON 4" Ø CENTERS.
- 15 REFLECTOR, 0.040" MINIMUM THICKNESS.
- 16 ALUMINUM STIFFENER.
- 17 FLUORESCENT BALLAST (2 REQUIRED).
- 18 LAMP, F72T12CW FOR 6'-0" SIGN  
F96T12CW FOR 8'-0" SIGN
- 19 LAMP HOLDER.
- 20 LAMP HOLDER TURRET.
- 21 SIGN PANEL, 1'-3" MINIMUM HEIGHT. MESSAGE IS SHOWN ELSEWHERE.
- 22 CORD, 16/3 TYPE SJT. CONTINUOUS FROM SIGN TERMINAL BLOCK TO SIGNAL HEAD MOUNTING TERMINAL COMPARTMENT. FORM A 1'-0" DRIP LOOP BETWEEN SIGN AND SIGNAL MAST ARM.
- 23 CORD CONNECTOR, 90° ANGLE CONNECTOR AT THE SIGN LOCATED IN UPPER 1/3 OF THE SIGN AND STRAIGHT CONNECTOR AT THE SIGNAL MAST ARM. DRILL AND TAP BOTTOM OF THE SIGNAL MAST ARM.
- 24 ADJUST FIXTURE LEVEL NO LOWER THAN CENTER OF SIGNAL MAST ARM CONNECTION.
- 25 APPROXIMATE CLEARANCE, 1".
- 26 1/4" FILLET WELD, 1/4" LONG.
- 27 SIGN FRAME.
- 28 FUSE HOLDER AND FUSE.
- 29 CLOSE CELL NEOPRENE GASKET (CONTINUOUS).
- 30 STAINLESS STEEL STRAP BUCKLE.



**SECTION A**

**TYPE A SIGN**  
DETAIL A

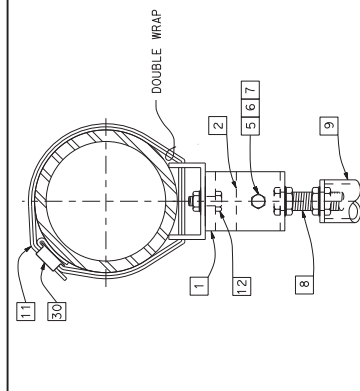
**DETAIL A-1**



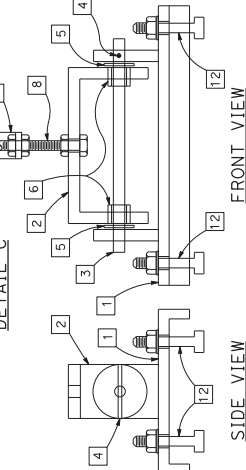
**SECTION B-B**

**TYPE B SIGN**  
DETAIL B

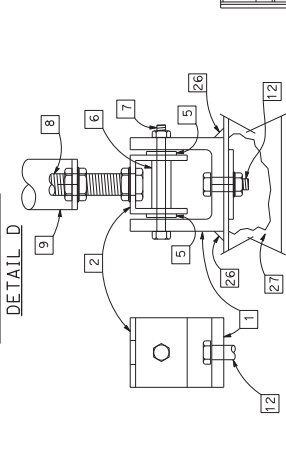
**DETAIL B-1**



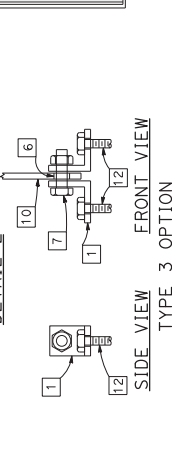
**TOP CONNECTION**  
DETAIL C



**FRONT VIEW**  
TYPE 1 OPTION  
DETAIL D



**FRONT VIEW**  
TYPE 2 OPTION  
DETAIL E



**SIDE VIEW**  
TYPE 3 OPTION  
DETAIL F

**MOUNTING ASSEMBLY OPTIONS**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**ELECTRICAL SYSTEMS  
(INTERNALLY ILLUMINATED  
STREET NAME SIGN)**

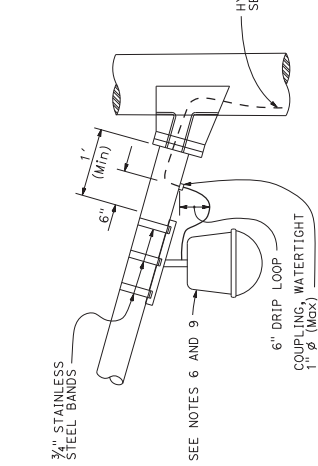
NO SCALE

**ES-7P**

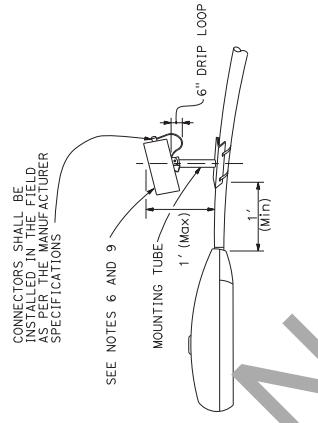


Dist	County	Route	Post Miles Total Project	SHEET TOTAL No. SHEETS

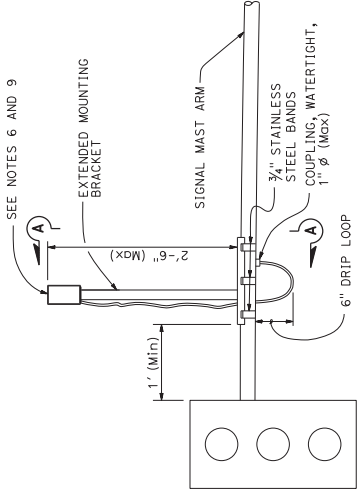
**REGISTERED CIVIL ENGINEER**  
 May 31, 2018  
 PLAN APPROVED DATE  
 THE STATE OF CALIFORNIA OR ITS OFFICERS  
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR  
 THE ACCURACY OR COMPLETENESS OF ANY  
 COPIES OF THIS PLAN SHEET.



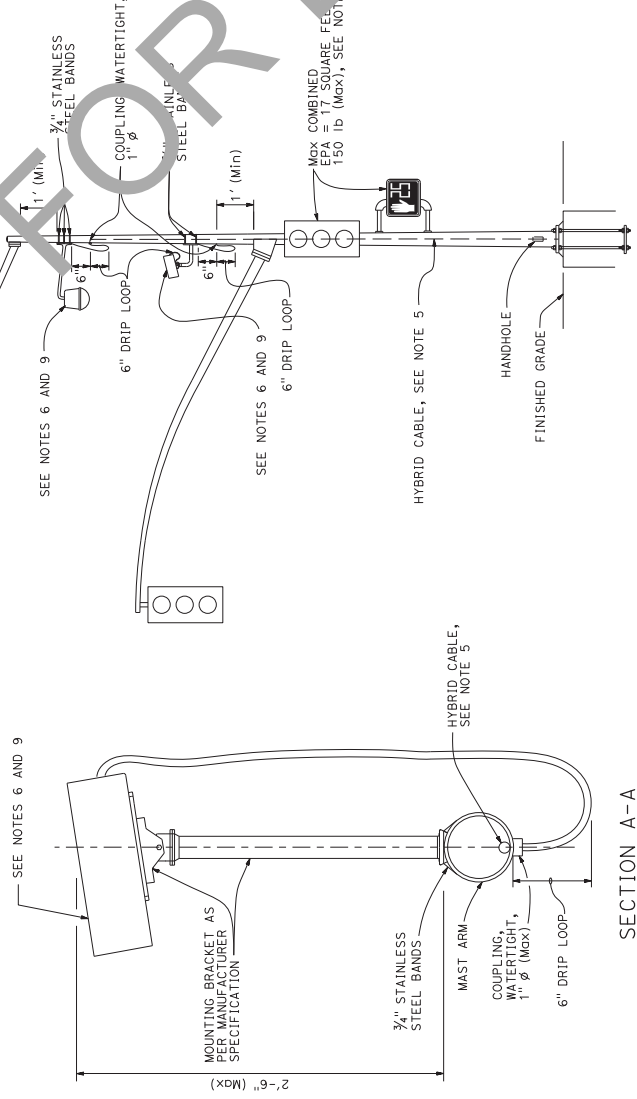
LUMINAIRE MAST ARM MOUNT  
DETAIL C



LUMINAIRE MAST ARM MOUNT  
DETAIL B



SIGNAL MAST ARM MOUNT  
DETAIL A



SIGNAL POLE MOUNT  
DETAIL D

- NOTES:**
- Exact mounting location of miscellaneous attachment and bracket shall be approved by the Engineer per manufacturer's recommendation.
  - Location of cable entrances on signal pole shall be a minimum of 1' from any flange or base plate.
  - Hybrid cable entrances on signal pole shall be drilled for weathertight coupling as required.
  - Hybrid cable shall have a drip loop at the entrance into signal pole, luminaire mast arm and signal mast arm.
  - A single hybrid cable shall run continuous and shall not be twisted from base of luminaire to the controller cabinet. No splices shall be allowed.
  - Use the manufacturer's Effective Protected Area (EPA) for miscellaneous attachment. The maximum EPA for each miscellaneous attachment shall be 1.6 square feet with 10 lb Max.
  - Maximum of two miscellaneous attachments per traffic signal standard. Maximum of one miscellaneous attachment per mast arm.
  - Miscellaneous attachment shall be mounted using clamping devices.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

## ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING, MISCELLANEOUS ATTACHMENT)

NO SCALE

**ES-7R**

DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
				NO. SHEETS

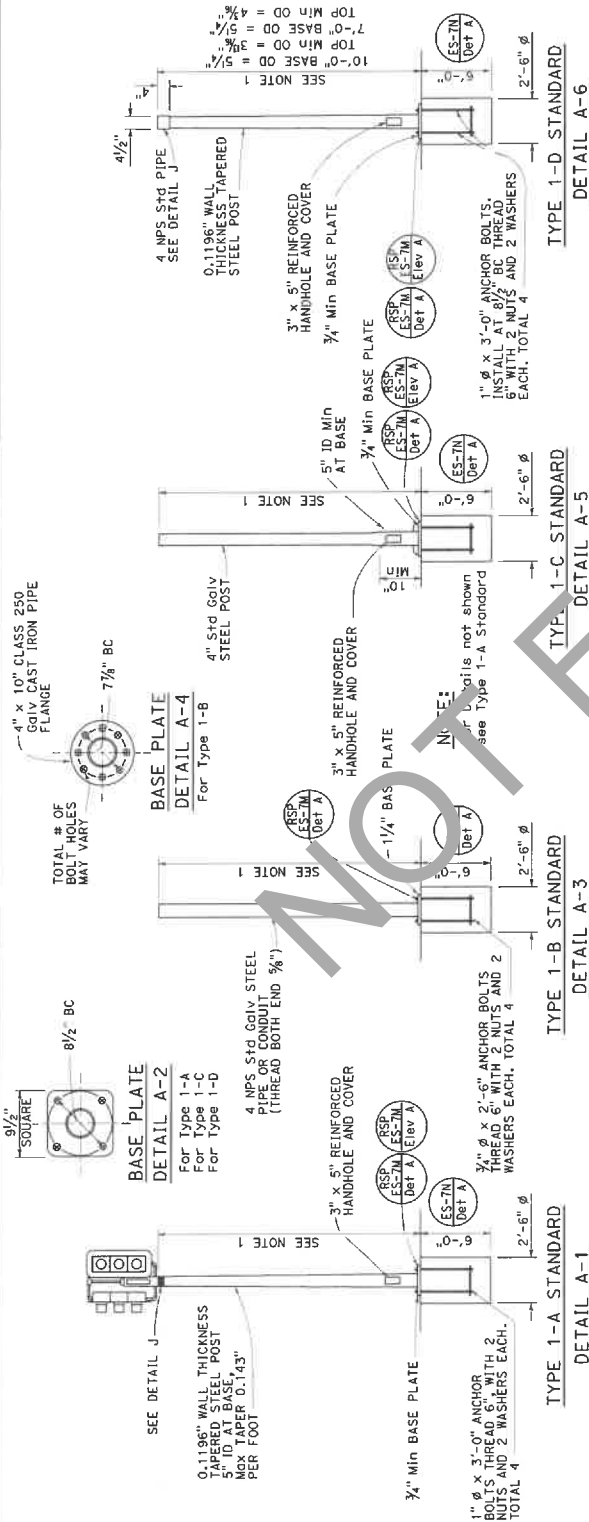
October 19, 2018  
PLANS APPROVAL DATE

REGISTERED CIVIL ENGINEER  
No. 57193  
Exp. 12/31/2020  
10115 S. 10th St., Suite 100  
San Jose, CA 95128

TO ACCOMPANY PLANS DATED \_\_\_\_\_

## NOTES:

- Standards shall be 12'-0"x12" for flashing beacons, 10'-0"x12" for vehicle signals, and 12'-0"x12" for pole is noted on project plans.
- Top of standards shall be 4" 00.
- Conduits shall extend 2" maximum above finished surface of foundation and for Types 1-A, 1-C and 1-D shall be sloped toward handhole.
- Anchor bolts shall be bonded to conduit or grounding conductor.
- For additional notes and details, see RSP ES-7M, RSP ES-7N, and Standard Plan ES-7N.
- Pour foundation concrete against undisturbed soil.
- For standards with handhole, locate in the downstream side of traffic.
- Coupling nuts to be used only when shown or specified on project plans.

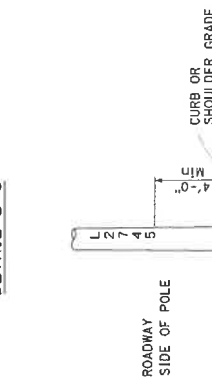
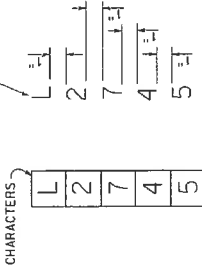


## TYPE 1 SIGNAL STANDARDS

## DETAIL A

45°  
CURB OR EDGE OF SHOULDER

## DETAIL B-3

TYPICAL IDENTIFICATION CHARACTER FORMAT  
DETAIL B-2

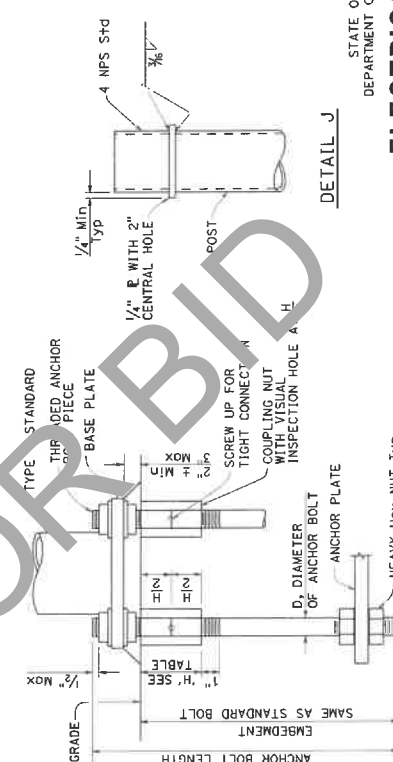
## LOCATION OF EQUIPMENT IDENTIFICATION CHARACTERS ON STANDARDS AND POSTS

## DETAIL B

## ANCHOR BOLTS WITH SLEEVE NUTS

## DETAIL C

(See Note 8)



## DETAIL J

COUPLING NUT TABLE	
BOLT DIAMETER	NUT TABLE THICKNESS H
3/4"	2 1/4"
1"	3"

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATIONELECTRICAL SYSTEMS  
(SIGNAL AND LIGHTING STANDARD, TYPE 1  
AND EQUIPMENT IDENTIFICATION CHARACTERS)

NO SCALE

RSP ES-7B DATED OCTOBER 19, 2018 SUPERSEDES STANDARD PLAN ES-7B  
DATED MAY 31, 2018 - PAGE 516 OF THE STANDARD PLANS BOOK DATED 2018.

## REVISED STANDARD PLAN RSP ES-7B





NOMINAL DIMENSIONS TABLE										
PULL BOX						COVER				
PULL BOX TYPE	MINIMUM DEPTH BOX (D)	MINIMUM DEPTH EXTENSION (E)	MAXIMUM WEIGHT	LI MIN	WI MIN	TE	B	L	W	MAXIMUM WEIGHT
No. 3/2	12"	N/A	40 lb	1' - 2 3/4"	9"	1 5/8" - 1 3/4"	1 3/4"	1' - 3 1/4" - 1' - 3 3/4"	10" - 10 1/8"	30 lb
No. 5	12"	10"	65 lb	1' - 8"	11"	2"	1 3/4"	1' - 11 1/4"	1' - 1 3/4"	60 lb
No. 6	12"	10"	70 lb	2' - 4 1/2"	1' - 3 1/4"	2"	2"	2' - 6 1/2"	1' - 5 1/2"	95 lb

NO SCALE

RSP ES-8A DATED OCTOBER 18, 2019 SUPERSEDES STANDARD PLAN ES-8A  
DATED MAY 31, 2018 - PAGE 532 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP ES-8A

**Figure 2A-2 (CA). Examples of Heights and Lateral Locations of Sign Installations**

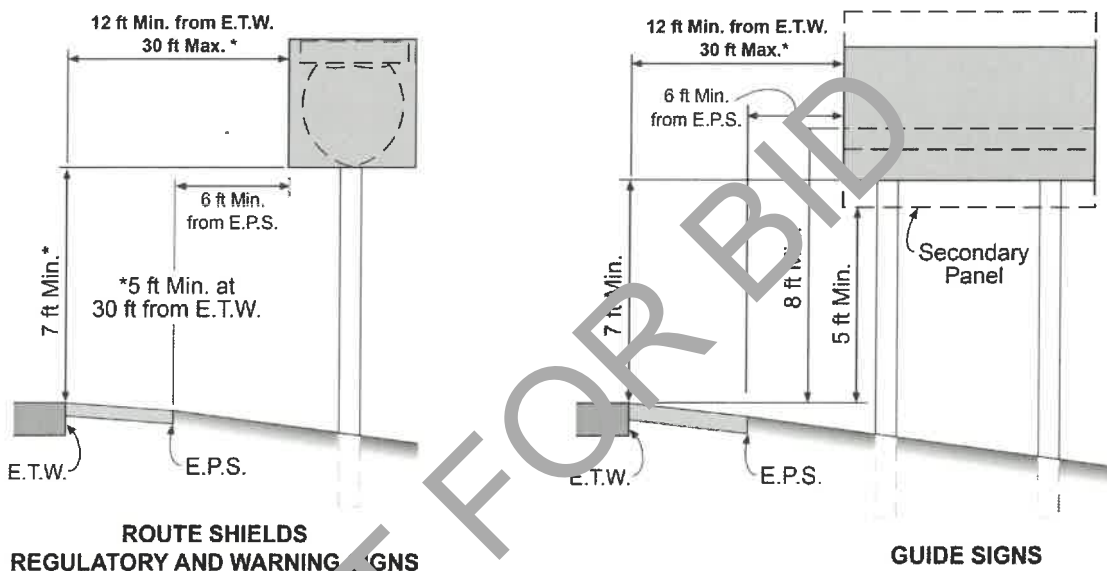
**NOTES:**

These sign positions are typical and should be considered a standard. When physical conditions require deviation from these typicals, they should be documented. When clear roadside recovery areas are provided, signs shall be placed as far from the traveled way as possible, up to 30 ft. When possible, they should be placed in protected locations.

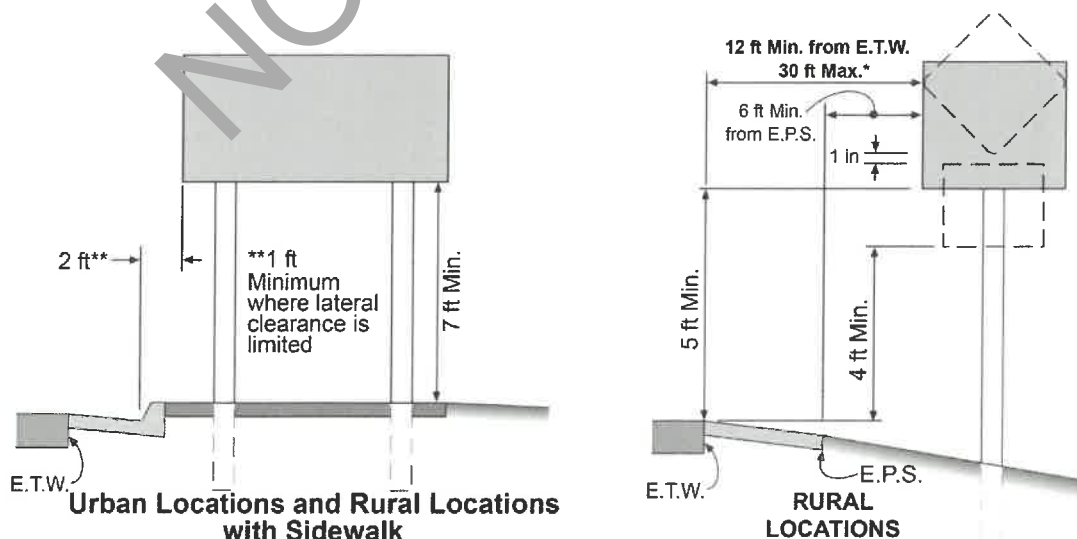
Signs in medians shall be placed at midpoint of median, and should not be closer than 6 ft from the edge of a paved shoulder, or if none, 12 ft from the edge of the traveled way. When appropriate, signs for opposing directions shall be placed back to back.

E.T.W. = Edge of Traveled Way  
E.P.S. = Edge of Paved Shoulder

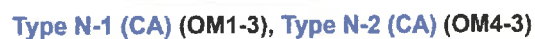
**FREEWAY AND EXPRESSWAY LOCATIONS**



**CONVENTIONAL HIGHWAYS AND INTERCHANGE AREAS**



**Type K (CA) Object Marker (Type 2)**  
**(obstructions adjacent to the roadway)**



November 7, 2014

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

**PROPOSAL**

**TO THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SAN BERNARDINO  
STATE OF CALIFORNIA**

For Construction On

**SLOVER AVENUE DRAINAGE AND TRAFFIC SIGNAL IMPROVEMENTS  
Slover Ave at Alder Avenue, Locust Avenue and Linden Avenue**

**LENGTH:** Various

**WORK ORDER:** H14967 & H14970

**AREA:** Bloomington

**ROAD NO.:** 760800-050, 110650-020 & 495300-020/030

**NOTICE: BIDDERS MUST OBTAIN BIDDING DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS 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 County of San Bernardino, 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: SLOVER AVENUE DRAINAGE AND TRAFFIC  
SIGNAL IMPROVEMENTS**

**W.O.#: See Below**

**Limits: Slover Avenue at Alder Avenue, Locust  
Avenue and Linden Avenue**

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
<b>ALL LOCATIONS</b>					
1	35,000	F.A.	Supplemental Work At Force Account (Unforeseen Differing Site Conditions and Utility Conflicts)	\$ 1.00	\$ 35,000.00
2	1	L.S.	Water Pollution Control Program	\$	\$
3	1	L.S.	Develop Water Supply	\$	\$
4	1	L.S.	Mobilization	\$	\$
5	1	L.S.	Traffic Control System	\$	\$
6	1	L.S.	Finishing Roadway	\$	\$
7	3	EA.	Portable Changeable Message Sign	\$	\$
<b>Location Specific:</b>					
<b>DRAINAGE IMPROVEMENTS AT ALDER AVENUE AND LOCUST AVENUE (WO H14970)</b>					
8	2,100	S.Y.	Remove Asphalt Concrete Surfacing	\$	\$
9	100	L.F.	Remove Asphalt Concrete Dike	\$	\$
10	155	S.Y.	Cold Plane Asphalt Concrete Pavement	\$	\$
11	410	S.Y.	Remove Concrete (Cross Gutter, Sidewalk, Driveway, Spandrel)	\$	\$
12	385	L.F.	Remove Concrete (Curb and Gutter)	\$	\$
13	75	C.Y.	Roadway Excavation	\$	\$
14	4	EA.	Manhole Frame and Cover	\$	\$
15	245	C.Y.	Aggregate Base (Class 2)	\$	\$
16	650	T.C.M.	Asphalt Concrete (Type A)	\$	\$
17	85	L.F.	Place Asphalt Concrete Dike	\$	\$
18	165	S.Y.	Place Asphalt Concrete (Miscellaneous Area)	\$	\$
19	115	C.Y.	Minor Concrete (Curb, Spandrel, Curb and Gutter, Sidewalk, Driveway and Cross Gutter)	\$	\$
20	1	L.S.	BMP Infiltration Drainage Inlet Structure	\$	\$
21	12	S.F.	Curb Ramp Detectable Warning Surface	\$	\$
22	4	EA.	Roadside Sign	\$	\$
23	3	EA.	Object Marker (Type L-1) CA	\$	\$
24	561	L.F.	Paint Traffic Stripe (2-Coat) 4" White	\$	\$
25	220	L.F.	Paint Traffic Stripe (2-Coat) 8" Solid White	\$	\$
26	495	L.F.	Paint Traffic Stripe (2-Coat) 4" Double Yellow	\$	\$
27	815	S.F.	Paint Pavement Marking (2-Coat)	\$	\$

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

**Project:** **SLOVER AVENUE DRAINAGE AND TRAFFIC  
SIGNAL IMPROVEMENTS**

**W.O.#:** **See Below**

**Limits:** **Slover Avenue at Alder Avenue, Locust  
Avenue and Linden Avenue**

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
28	62	EA.	Pavement Marker - Retroreflective Type D and G	\$	\$
29	1	L.S.	(S) Signal and Lighting	\$	\$
<b>Location Subtotal:</b>					
<b>TRAFFIC SIGNAL AT LINDEN AVENUE (WO H14967)</b>					
30	65	S.Y.	Remove Asphalt Concrete Surfacing	\$	\$
31	365	S.Y.	Remove Concrete (ADA Ramp, Sidewalk, Spandrel)	\$	\$
32	72	S.Y.	Cold Plane Asphalt Concrete Pavement	\$	\$
33	35	TON	Asphalt Concrete (Type A)	\$	\$
34	68	C.Y.	Minor Concrete (Curb, Spandrel, Curb and Gutter and Sidewalk)	\$	\$
35	48	SF	Curb Ramp Detectable Warning Surface	\$	\$
36	7	EA.	Remove Roadside Sign	\$	\$
37	7	EA.	Roadside Sign	\$	\$
38	36	L.F.	Remove Traffic Stripe	\$	\$
39	449	S.F.	Remove Pavement Marking	\$	\$
40	820	S.F.	Paint Pavement Marking (2-Coat)	\$	\$
41	1	L.S.	(S) Signal and Lighting	\$	\$
<b>Location Subtotal:</b>					
<b>PROJECT TOTAL: \$</b>					

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The 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 proposal shall be accepted, the contract shall be signed by the successful bidder and returned **within 10 days**, and the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self-insurance coverage shall be provided **within 10 days**, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. 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 County of San Bernardino.



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

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

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

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

**SUBCONTRACTORS LIST**

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

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

Telephone: ( ) Amount: \$

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

DIR Registration #: \*\*

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

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

Telephone: ( ) Amount: \$

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

DIR Registration #: \*\*

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

Business Location: % (s):

Telephone: ( ) Amount: \$

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

DIR Registration #: \*\*

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

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

Telephone: ( ) Amount: \$

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

DIR Registration #: \*\*

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

**PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

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

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

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

has ☐ Check One has not ☐

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

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

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

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

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

# PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

**Check One**

**Yes** ☐ **No** ☐

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

NOT FOR

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

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

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

**9204**

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

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

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim 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 (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

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

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

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



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

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

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

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

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

#### **20104.6**

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

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

### **ARTICLE 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 county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

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

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

**(Public Contract Code section 7106)**

The undersigned declares:

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

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought 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], \_\_\_\_\_ [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.

NOT FOR BID

**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.

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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 eProc the undersigned acknowledges that its electronic signature is legally binding.

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

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

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

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

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

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

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

# BID BOND

## KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, as Principal, (hereinafter called the "Principal"),  
and \_\_\_\_\_, as Surety, (hereinafter called "Surety"),  
an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at:

\_\_\_\_\_ are held and firmly bound unto the **COUNTY OF SAN BERNARDINO**, 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: SLOVER AVENUE DRAINAGE AND TRAFFIC SIGNAL IMPROVEMENTS; PROJECT LIMITS: SLOVER AVE AT ALDER AVENUE, LOCUS AVENUE and Linden Avenue; W. O. NO.: H14967 & H14970**

**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 lesser 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  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety  
By: \_\_\_\_\_  
Signature, Attorney-in-Fact  
\_\_\_\_\_  
Printed Name



Contract Number

SAP Number

## PUBLIC WORKS

Department Contract Representative  
Telephone Number

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Contractor  
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:

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

**ARTICLE I.** That for and in consideration of payment and agreements hereinafter mentioned to be made and performed by County, and under the conditions expressed in the two bonds, hereunto annexed, Contractor agrees with County, at Contractor's 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 Director of Public Works in accordance with the following documents, which are incorporated herein by this reference, and the articles set out below:

Plans entitled: Plans for Construction on SLOVER AVENUE DRAINAGE AND TRAFFIC SIGNAL IMPROVEMENTS Slover Ave at Alder Avenue, Locust Avenue and Linden Avenue, Bloomington area, Work Order No.: H14967 & H14970; Road No.: 760800-050, 110650-020 & 495900-020/030 .

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 through July 21, 2017 on the Standard Specifications and Revisions through May 31, 2018 on the Standard Plans), unless specified otherwise in the contract documents.

Special Provisions entitled: Special Provisions for Construction on SLOVER AVENUE DRAINAGE AND TRAFFIC SIGNAL IMPROVEMENTS Slover Ave at Alder Avenue, Locust Avenue and Linden Avenue; Length: Various; Work Order No.: H14967 & H14970; Area: Bloomington; Road No.: 760800-050, 110650-020 & 495900-020/030 .

**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 County, 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:

Project: **SLOVER AVENUE DRAINAGE AND TRAFFIC  
SIGNAL IMPROVEMENTS**

W.O.#: **See Below**

Limits: **Slover Avenue at Alder Avenue, Locust  
Avenue and Linden 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*

NOT FOR BIDD



**ARTICLE III.** County hereby promises and agrees with Contractor to employ and does hereby employ 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 County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other banking account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

**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 11236, 11375, 11625, 12138, 12432, 12250, Title VI and VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County 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 apprenticeable occupations pertaining to performance of work under this contract.

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

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

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

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BOARD OF SUPERVISORS

►  
\_\_\_\_\_  
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 Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

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

►  
\_\_\_\_\_, County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
\_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
\_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A - PREVAILING WAGE REQUIREMENTS

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

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

Pursuant to Labor Code sections 1770, et seq., the County 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 County, 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 County 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 County. 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 County, 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 County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County 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 County 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 County 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 County, 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 County 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 County 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 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 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 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 – 236.2 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 committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
  - vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
  - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
  - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
  - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
  - v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

### 3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
  - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

- ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
- iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
- v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

**4. Exemption from Apprenticeship Ratios:**

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
  - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
  - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
  - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
  - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

**5. Contractor's Compliance:**

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

NOT FOR BID