

CONTRACT DOCUMENTS FOR
CONSTRUCTION OF
SANDIA CREEK DRIVE BRIDGE OVER SANTA MARGARITA RIVER
FALLBROOK, CALIFORNIA

BID OPENING DATE: 9/2/2022

BID CLOSING DATE: 9/30/2022

PROJECT LEAD: CALIFORNIA TROUT
IN COLLABORATION WITH
THE COUNTY OF SAN DIEGO, PLANNING AND DEVELOPMENT SERVICES

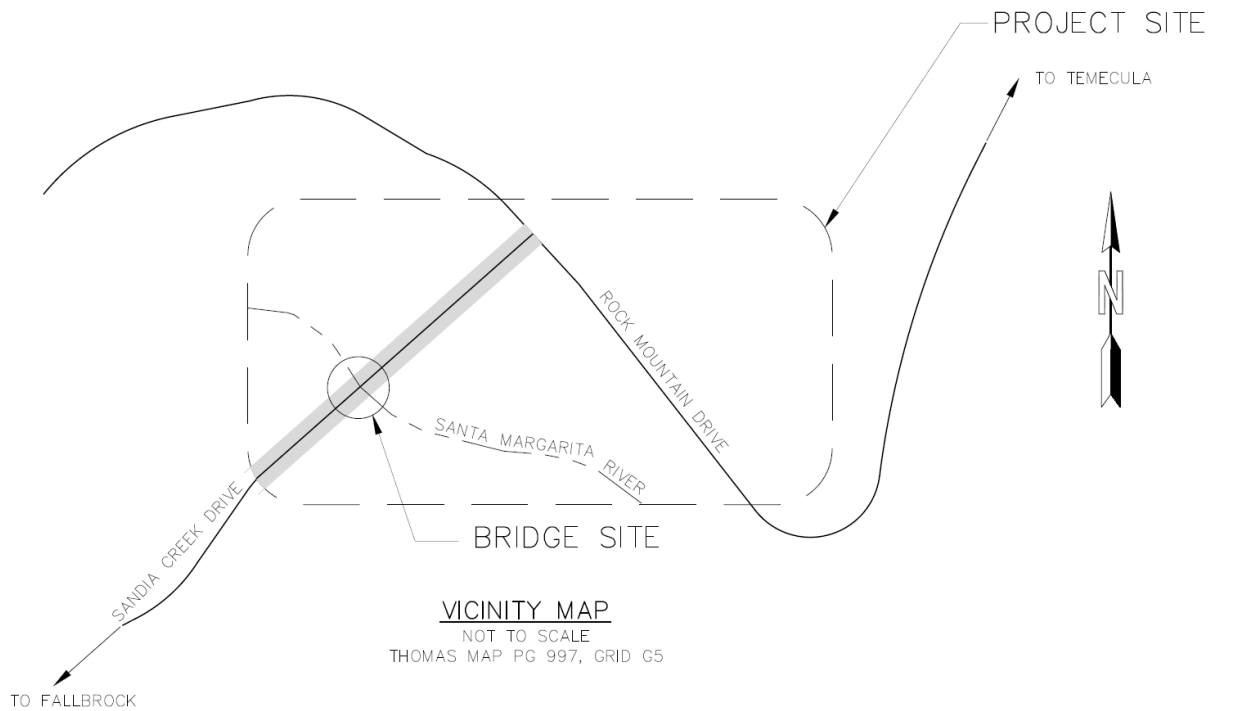
AND FUNDING AGENCIES:
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE,
CALIFORNIA NATURAL RESOURCES AGENCY,
WILDLIFE CONSERVATION BOARD,
CALIFORNIA STATE COASTAL CONSERVANCY

Any questions relative to this project, prior to execution of the Contract, should be directed to:

Sandra Jacobson, Ph.D.
Director, South Coast and Sierra Regions, California Trout
Email: sjacobson@caltrout.org

Secondary Contact: Mr. Arthur Ortiz
Project Manager, CalTrout
Email: aortiz@caltrout.org

Sandia Creek Drive Steel Bridge Construction Project on Santa Margarita River – San Diego County



GPS Coordinates: 33.413908N, -117.241300W

The Special Provisions -Technical Provisions herein have been prepared by or under the direction of the following Registered Professional Engineers:



kpff

400 Oceangate, Suite 500
Long Beach, California 90802
(562) 437-9100 Fax (562) 437-9200



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Todd Graham, P.E., KPFF, Inc.

Izzat Hasayen, P.E. KPFF, Inc.

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GENERAL INFORMATION FOR BIDDERS

Sandia Creek Drive Bridge Drawings are at:

Civil: <https://californiatroutinc.box.com/s/6nebstlok5bivdwn5z28zmkon810jn15>

Structural: <https://californiatroutinc.box.com/s/rc0dwgm0wywm92to9nut5eoiy67016yo>

RFP TIMELINE

Event	Date
RFP Distribution (Contractor Site visit 9/12)	9/2/2022
Deadline for submission of proposals	9/30/2022
Contractor Selection	10/14/2022

Project Timeline

Event	Date
Contract Executed	11/15/2022
Work Start	11/28/2022
Work Completion	3/30/2024

The Standard Specifications for this project are the Standard Specifications of the State of California, Department of Transportation, dated May 2018; Amendments ("Special Provisions") to said Standard Specifications are in Part IV of these Contract Documents.

Order of Precedence: In the event of any inconsistency among sections of the General Contractor Request for Proposal (RFP) herein, including the General Provisions (Part VIII), the stricter of the terms shall control.

The State Department of Transportation publication "Labor Surcharge and Equipment Rental Rates" in effect the date the work is accomplished, is incorporated by reference into these Contract Documents.

Owner for construction phase of this project is California Trout. The Owner encourages the participation of small, minority, women, handicapped, and disabled veteran owned businesses. The County of San Diego will own the bridge after completion and incorporation into the County roadway system.

Performance and Payment Bonds: The successful bidder will be required to furnish a Performance Bond for up to 5% of the Contract amount, depending on Contractor rating.

Wage Rates: This project is a "public works" in accordance with Labor Code §1720, et seq., and is subject to the payment of federal prevailing wages pursuant to the Davis-Bacon Act, 40 USC §3141, et seq. It is the sole responsibility of the Contractor to ensure that all workers employed in the execution of the contract are paid the correct State and Federal prevailing rate of wages.

The Owner has obtained from the Director of the Department of Industrial Relations said Director's State General Prevailing Wage Determination for the locality in which the work is to be performed. Said determinations are on file and available at <https://www.dir.ca.gov/dir/databases.html> for San Diego County.

California Labor Code Compliance: Each Contractor and subcontractor shall comply with sections 1776 and 1777.5 of the California Labor Code.

Contractors Licensing Laws: Attention is directed to the Contractors License Law, Section 7000, and following of the Business and Professions Code concerning the licensing of contractors. Any bidder or contractor not properly licensed may be subject to the penalties provided and will not be considered for award of this Contract. Contractors are required by law to be licensed and are regulated by the Contractors State License Board. Contractors are required to be properly licensed in California on the date bids are submitted (Bus. & Prof. Code Section 7028.15), unless federal funds are involved. If federal funds are involved, the bidder shall be properly licensed in California at the time the contract is awarded (Pub. Contract Code, Section 20103.5).

Amendments and Interpretation of Contract:

Response to Bidder Questions will be posted on CalTrout website under the SMR Bridge RFP section at: <https://caltrout.org/projects/santa-margarita-river-sandia-creek-fish-passage>

Response to bidder questions will be posted within 3 days after the Contractor Site Visit, and then 1 week after that to respond to follow up questions and requests for clarification.

Addenda and Interpretations:

The Owner will not be responsible for any oral interpretation of the meaning of the plans, specifications, or other pre-bid documents. Every request for such interpretation shall be in writing and forwarded via email to sjacobson@caltrout.org and must be received at least five (5) days prior to the date fixed for the closing of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the CalTrout website at the link above. It is the responsibility of all prospective bidders to check the CalTrout website for any updates to contract documents. All addenda so issued shall become part of the Contract Documents.

Additional documents that may be useful to bidders is part of the CEQA package on the County of San Diego website at: <https://www.sandiegocounty.gov/content/sdc/pds/ceqa/PDS2020-LDGRMJ-30309.html>

Interpretation of Estimated Quantities: An estimate of quantities of work to be done and materials to be furnished under these Specifications is given in the Proposal, Special Provisions, or shown on the construction plans. It is given only as a basis for comparison of proposals and the award of the Contract. The Owner does not expressly or by implication guarantee that the actual quantities involved will correspond exactly therewith. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications

SANDIA CREEK DRIVE STEEL BRIDGE CONSTRUCTION ON SANTA MARGARITA RIVER – SAN DIEGO COUNTY

SUBMITTAL LOCATION: Electronically to: sjacobson@caltrout.org
Sandra Jacobson,
Director South Coast and Sierra Regions
California Trout

Office location:
California Trout
5425 Oberlin Drive, Suite 209
San Diego 92121

Proposals Due on 9/30/2022 by 5:00 p.m. PST

**Contractor Site Visit (Not required for bid) Monday 9/12/2022 at 10 a.m. – 1 p.m.
at Santa Margarita Trail Preserve, 4251 River Edge Road, Fallbrook CA 92028**

Authorized Proposal Submitter:

Name of Firm

Office Location out of which Work performed:

DATE: _____

PART I: CONTACT INFORMATION

The Proposal Lead must provide all of the following contact information to be considered for further review. The Proposal Lead is the contractor that will execute the Project contract.

A. PROPOSAL LEAD CONTACT INFORMATION

1. Firm Name: _____
(as it appears on license)
2. Address: _____
3. Phone Number of Firm: _____ Fax: _____
4. Contact Person & Title: _____
(contact person for this RFP; contact does not need to be the firm's owner)
5. Contact Person Email: _____
6. Bidder is (choose one): Corporation, Partnership, Sole Proprietorship, Joint Venture, other
7. Date of Company Formation: _____
8. Under the laws of what state: _____

B. EXECUTION AND CERTIFICATION

Complete and attach ATTACHMENT 1 STATEMENT OF QUALIFICATION CERTIFICATION FORM. All Information set forth in this SOQ shall be certified under penalty of perjury by the Bidder and, if a partnership or joint venture, its general partners or joint venture members.

- END OF PART I -

PART II. CONTRACTOR QUALIFICATIONS

CONTRACTOR MINIMUM QUALIFICATIONS

- Contractor has greater than ten years experience in construction of >5 large transportation bridges in the past 10 years, and performed civil and structure work on State of California highways in the past five (5) years.
- Contractor must have a California contractor's license, classification Class A certification to bid on this Project. A Bidder may fulfill these license requirements either by itself or in conjunction with licenses held by subcontractors of any tier. All of Contractor's subcontractors must also be properly licensed to perform the work for which they are responsible.
- The Work will include furnishing all labor, supervision, materials, and equipment necessary to construct the Project.
- Contractor and all subcontractors used for the Project shall be registered, pursuant to Section 1725.5 of the California Labor Code, with the Department of Industrial Relations ("DIR") at the time of bid opening. This Project is subject to compliance monitoring and enforcement by the DIR.

QUALIFICATION STATEMENTS

Contractor will be disqualified if the answer to any of questions 1 through 5 is "no."¹

1. Contractor possesses a valid and current California Contractor's license for this Project for which it intends to submit a bid.
☐ Yes ☐ No
2. Contractor has a liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$3,000,000 aggregate.
☐ Yes ☐ No
3. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
☐ Yes ☐ No

4. Attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Attach a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?

6. Has your contractor's license been revoked at any time in the last five years?

☐ Yes ☐ No

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

☐ Yes ☐ No

8. At the time of submitting this form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☐ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

9. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☐ No

- End of Part II -

PART III PROJECT DESCRIPTION, BID SCHEDULE, SCHEDULE OF COSTS

The Project consists of the replacement of an aging low-flow and flood-prone concrete box culvert river crossing with a new 574 ft steel bridge over the Santa Margarita River on Sandia Creek Drive in northern San Diego County, CA. The river flows year-round at 3-5 cfs and exhibits flashy flows in winter, with recorded flows exceeding 10,000 cfs. The Sandia Creek Drive bridge replacement project (Project) is located approximately two miles north of the village of Fallbrook, 160 feet southwest of the intersection of Rock Mountain Drive and Sandia Creek Drive where Sandia Creek Drive crosses the Santa Margarita River (APN 102-250-24-00) in the Fallbrook Community Planning Area of unincorporated San Diego County. The box culvert crossing, which has created a significant fish passage barrier on the Santa Margarita River, will be removed following construction of the new steel bridge.

The new bridge will span the river (574 feet in length), with an abutment including wing walls at either end of the bridge and two piers in between. The bridge has three sections, the first section of which will span 214 feet (over the main Santa Margarita River channel), and each of the two remaining sections will span 176 feet. The bridge has two paved traffic lanes (12 feet wide) with two shoulders (8 feet wide) within a 68-foot-wide road right-of-way. The road surface of the bridge will range in elevation from just over 355 feet above mean sea level (amsl) at the northern abutment to just over 359 feet near the center of the bridge. The ordinary high-water elevation of the river is 331 feet amsl, while the 100-year water surface elevation is just over 346 feet amsl. The new bridge is designed to pass the 100-year peak discharge with one foot of freeboard pursuant to the San Diego County Hydraulic Design Manual. The new bridge will be constructed about 160 feet downstream of the existing box culvert crossing in a roughly parallel alignment.

Construction of this span bridge, and removal of the existing crossing after construction, will occur over a period of approximately 18 months, **starting November 2022**. It is imperative that grading and roadway approach be finished by March 2023 to avoid restrictions due to nesting birds. The existing box culvert crossing on Sandia Creek Drive will remain open to traffic during construction of the new steel bridge. A temporary trail approximately eight feet in width and 600 feet in length will be constructed east of Sandia Creek Drive and south of the existing parking lot for the Santa Margarita Trail Preserve to maintain trail access around the site and to trails upstream and downstream of the project site. The General Contractor is **not** responsible for temp trail construction or crossing lights.

California Trout, a statewide environmental non-profit organization, is lead for the Project. The bridge was designed by KPFF, Inc and comprises civil and structural plans that were reviewed by County of San Diego departments. County of San Diego Planning and Development Services is CEQA lead. The Project is funded and ready to start construction in November 2022, pending final approval of design plans by County of San Diego, and selection of a General Contractor. Funding for the \$18M bridge Project is secured from state and federal agencies, with a **not-to-exceed amount of \$8M** available for the General Contractor including bonding. The \$6M steel fabrication, delivery, and erection on site is **not** to be included in the GC proposal, as this has already been contracted.

Sandia Creek Drive Steel Bridge Construction Project on Santa Margarita River – San Diego County

This RFP is to contract a General Contractor to construct the new steel bridge and associated improvements between 11/1/2022 – 3/30/2024. The GC will be responsible for the Project overall, and will coordinate closely with steel fabricator, Construction Manager and Owner Representative to ensure that delivery timing and specs of what the steel fabricator is providing does not duplicate nor omit any elements necessary to construct the bridge; and that the Project is completed on schedule and on budget.

PROPOSAL BID SCHEDULE LEGEND:

Steel Pre-procurement Only (General Contractor SHOULD NOT include these in their proposal)

Items to be included in lump sum substructure

Items to be included in lump sum superstructure

General construction activities (channel, documentation, grading, mobilization, dewatering)

Note: Quantities provided for reference only. See Construction Sequence (CS) comments on following page

Item	Quantity	Unit	Comments	GC Bid Price
6.1 Preconstruction Layout including construction survey	1	LS	See Construction Sequence comments below as guidelines for Task 6.1. Including but not limited to items stated.	
6.2 Construction Documentation and General Implementation Activities	1	LS	See Construction Sequence comments below as guidelines for Task 6.2 in seven parts including but not limited to items stated.	
6.3 Mobilization and Demobilization	1	LS	See Construction Sequence for Task 6.3 including but not limited to items stated.	
6.4 Grading, Clear and Grub	1	LS	See Construction Sequence comments for Task 6.4 including but not limited to items stated.	
6.5 Utilities	1	LS	See Construction Sequence comments for Task 6.5. There is not utility relocation, but easement compliance by CM and permits secured by GC.	
6.6 Dewatering	1	LS	See Construction Sequence comments for Task 6.6 including but not limited to items stated.	

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6.7 Roadway	1	LS	See Construction Sequence comments for Task 6.7 including but not limited to items stated. Important that grading and roadway approaches completed by March 2023 for nesting bird restrictions.	
6.8 Substructure – LUMP SUM INCLUDING BUT NOT LIMITED TO THE 10 ITEMS BELOW	1	LS	See Construction Sequence comments for Task 6.8 including but not limited to items stated, and the ten substructure items below.	
Trench Safety and Shoring of Excavations	1	LS		Subtotal 6.8:
Structure Excavation (Bridge)	125	CY		Subtotal 6.8:
Structure Excavation (Rock Slope Protection)	864	CY		Subtotal 6.8:
Structure Backfill (Bridge)	488	CY	Includes backfill under approach slab between retaining walls. It is assumed that all other backfill required for grading included in Civil's quantities.	Subtotal 6.8:
Bar Reinforcing Steel (Bridge)	62,215	LB	Includes reinforcement in columns, caps, backwalls, wing walls, and shear blocks.	Subtotal 6.8:
48" Cast-In-Drilled-Hole Concrete Piling	183	LF	Includes concrete, rebar, and cross hole sonic logging testing or equivalent	Subtotal 6.8:
48" Cast-In-Drilled-Hole Concrete Piling (Rock Socket)	48	LF	Includes concrete, rebar, and cross hole sonic logging testing or equivalent	Subtotal 6.8:
Structural Concrete, Bridge	1047	CY	Includes wingwall, pile cap, shear block, and backwall concrete.	Subtotal 6.8:
Structural Concrete, Pier Column	30	CY	Excludes reinforcement.	Subtotal 6.8:

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Elastomeric Bearings	16	EA		Subtotal 6.8:
6.9 Superstructure – LUMP SUM INCLUDING BUT NOT LIMITED TO THE	1	LS	See Construction Sequence comments for Task 6.9 including but not limited to items stated, and the five substructure items below. See 6.10 below for description of inclusions and exclusions for detail from steel fabricator.	
Bar Reinforcing Steel (Epoxy Coated) (Bridge)	282,949	LB	Includes reinforcement in bridge deck and curbs.	Subtotal 6.9:
6.10 Structural Steel (Bridge)	1,601,941	LB		
Coordination with Girder Erector	1	LS		Subtotal 6.9:
Approach Slab (Type N)	208	SY	Includes concrete, rebar, joints, etc.	Subtotal 6.9:
6. 10 Furnish Joint Seal Assembly (MR=2 1/2")	89	LF		
Install Joint Seal Assembly (MR=2 1/2")	89			Subtotal 6.9:
6.10 Furnish Bridge Railing and HS anchor bolts	1234	LF		
Install Bridge Railing	1234	LF		Subtotal 6.9:
Structural Concrete, Bridge	827	CY	Includes bridge deck and curb concrete.	Subtotal 6.9:
6. 11 Rock Slope Protection (2T, Class IX, Method A)	864	CY	See Construction Sequence comments 6.11	
6.11 Ground Improvements	1	LS	See Construction Sequence comments 6.11	
7. Demolition existing Sandia Creek Drive.	1	LS	See Construction Sequence Comments for 7.	
8. Post-construction project site restoration	1	LS	See Construction Sequence Comments for 8.	

TOTAL

CONSTRUCTION SEQUENCE – SUPPLEMENTAL INFORMATION

Construction Tasks	Preconstruction Project Layout General Contractor (GC) leads pre-construction project layout and sequence with input/review from Engineer of Work (EOW) and Permitting Specialist (PS); and coordination throughout the project with Construction Manager (CM), Owner Rep (CalTrout) and Landowner (The Wildlands Conservancy). The pre-con layout includes but is not limited to establishment of elevation control, staking and construction elements; surveying features and reviewing pre-excavation profiles and cross sections. GC finalizes lists of construction and erosion control materials including temporary water diversion pipes and hoses, natural and synthetic armor; Record of Materials, and commitment file. Review pre-con submittals, ensure that all subs are under contract and have turned in submittals for the project. Ensure that work is being done correctly and in a safe manner, uphold OSHA safety rules, be aware of fire hazards, maintain fire suppression equipment as per regulations, careful of river-water so as to not contaminate with construction debris.	6.1
	Construction Documentation and General Implementation Activities	6.2
	GC generates Traffic Control and secures permit from County of San Diego. GC vets SWPPP developed by EOW, and implements BMPs for environmental permitting developed by PS. GC implements Amendment to CEQA Initial Study conditions for environmental BMPs (Appendix 2). Project BMPs follow San Diego County Department of Planning and Use Reference Guide (2010), LID Handbook (2014), Regional Stormwater Resource Management Plan, and may include temporary soil stabilization, sediment control, tracking control, waste management and materials pollution control, and post construction BMPs. Traffic control plan will be vetted by San Diego County Public Works. GC schedules concrete and other materials lab testing. Obtains all required permits for bridge construction; secures equipment and material necessary for bridge construction. Supervises all subcontractors and through subs, the work of laborers. Follow environmental regulations, including prevailing wage documentation for appropriate county and job type.	
	GC contracts two geotechnical borings to be performed as directed by EOW near Abutment 4 and at one other site as-directed, cost to include driller labor, on-site engineer labor and lab testing; communicate results to CM and Owner.	
	GC to follow BMPs as per PS CEQA regulations, San Diego County Department of Planning and Use Reference Guide (2010), LID Handbook (2014), Regional Stormwater Resource Management Plan, and may include temporary soil stabilization, sediment control, tracking control, waste management and materials pollution control, and post construction BMPs. Traffic control plan will be led by GC and vetted by San Diego County	
	GC to provide water for all phases of project and all subcontractors including fire suppression. Fire hydrant SW of river on hill, schedule hose line and connection to no smaller than 10,000 gal water tank to be provided and refilled by GC. Fire suppression equipment: fire box, 500-gal water tender, fire extinguishers, shovels as per San Diego County regulations. Hydrant on hill SW of project site 33.40950,-177.24307, approx.. 1800 feet to project site. Permit required to hook into hydrant. See Appendix 5.	
	Surety Bond for up to 5% of GC not-to-exceed amount of \$8M for GC scope	

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	<p>Project Reporting: GC is responsible for payroll certification records and monitoring compliance with prevailing wage. GC to report weekly Job status to CM and CalTrout. GC will coordinate with PS to advise on upcoming construction activities for which biological, cultural, water quality and other monitoring activities are required as per CEQA conditions and Application Amendment conditions. GC to collect all receipts for materials, work and scale certifications, copies to CM. Coordinate fabrication inspections, coordinate with inspectors and geotechnical engineers. Lead punch list walkthroughs. Complete change orders. Install temporary construction signs, access/egress points, Concrete sub washout. Review and implement inspection schedules. Review/communicate RFIs and change orders.</p>	
	<p>Weekly crew reporting: All contractors must follow OSHA approved safety program. ensure compliance with safety procedures and safety meeting each week. Follow all environmental requirements. Collect copies from all sub-contractors, prevailing wage report any delivered receipts to project, cert from work done on job. Maintain job site clean, dispose of debris, trade bringing in trash must remove at their own cost.</p>	
	Mobilization/Demobilization	6.3
	<p>GC oversees contractors responsible for mobilization and demobilization. Mobilization includes all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the site, establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site. Demobilization includes all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site. This includes the disassembly; removal; and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract. Install temporary construction signs, silt fence, fiber roll, gravel bag, concrete washout, and stabilized construction entrance, hydroseeding, temporary railing.</p>	
	<p>Generate and implement SWPPP. Generate and implement traffic control plan. Ensure that all components are operational for erosion control: silt fence, fiber rolls -- ensure that all erosion control items are purchased and implemented according to plans.</p>	
	Grading, Clear and Grub	6.4
	<p>GC will oversee Earthwork activities with review and approval by CM and EOW. GC will coordinate with PS botanist (contracted independently by California Trout) to designate all trees, shrubs, plants, and other objects to remain. GC will subcontract a tree translocation specialist to translocate seven oak trees of <24" dbh at the southwest upper riverbank at approximately 33.413908 -117.241300. These trees are within the new bridge alignment and will be translocated with their root balls to pre-dug holes within 1000 yards of existing location, at the direction of landowner. Transplantation of these trees requires specialized equipment to cut around trunk and root ball, hoist tree and move 200 yards to pre-dug hole. Clearing and grubbing will extend to the toe of fill or the top of cut slopes, unless otherwise designated. All surface objects, trees, stumps, roots, and other protruding obstructions not designated to remain shall be cleared and grubbed. In areas to be rounded at the tops of backslopes, stumps will be removed to at least 2 feet below the surface of the final slope line and transported off site by contractor.</p>	
	Utility Relocation and Avoidance	6.5

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	There is no electrical, phone, gas, sewer or water utility relocation for this project. GC will be responsible for following easement restrictions and notifications for utility poles and lines. Construction Manager (CM) will oversee communications with utility providers relevant to those associated with the existing Sandia Creek Drive bridge to comply with easement restrictions; CM to work with USGS on transition of gage and weather station on the existing bridge to the new bridge, which has been initiated by landowner.	
	Dewatering	6.6
	General Contractor (GC) will plan, permit and oversee implementation of de-watering activities necessary during sequential stages of bridge construction. The Project will occur in and around a flowing river, and maintenance of water quality and clean surrounding land is of high importance. Clean stream flow will be pumped around the work area. Temporary coffer dams may be constructed to control suspended sediment and turbid water within the work area. Where necessary, temporary silt fences, straw bales or other flow-filtering measures may be installed in the channel to manage turbidity and suspended sediment. Diverted turbid water will be conveyed to off-site stable hill slopes or into on-site temporary sediment retention basins, or be used to wet spoil materials to be exported from the project area.	
	Roadway	6.7
	GC will be responsible for new roadway construction and existing road modification with input from EOW. This includes crash cushions and guardrails as per plans. The roadway will straighten as it approaches the river, and an access road will be constructed from new and existing roadway to enter the parking area for the Santa Margarita Trail Preserve. GC will be responsible for materials receipt, storage and acceptance, and for traffic plans during construction. Roadway construction will include roadway excavation; roadway fill; structural concrete for the approach slab; concrete barrier; structural concrete for the pier columns; ground improvements; AC pavement Type A and aggregate base; water supply for construction activities; street survey monument; paint traffic striping and markers.	
	Substructure	6.8
	GC is responsible for substructure construction with review by EOW and PS. A coffer dam will be placed at the pier locations, and the foundation set by drilling shaft to bedrock. After setting rebar in the shaft, concrete will be poured into the shaft and the displaced clay slurry collected and disposed off-site. Bridge abutments will be placed on either side of the river along the new bridge orientation, using cast-in-place concrete retaining walls lifted into place by crane, ledges for bridge placement; and MSE wall. Pier construction will utilize pre-stressed pre-cast pile caps (48" Cast-in-Drilled Hole Concrete and Rock socket). GC with review by EOW and PS will approve plans for structural backfill, BMPs for erosion control, infiltration trenches and other earthwork at pier location, access and siting, abutment plans and pile cap structure, and CIDH Pile Testing by Cross-Hole Sonic Logging or similar. GC will coordinate delivery of steel components from Stinger at least 1 week in advance, so that no interruption in off-loading material occurs upon arrival at the project site. GC	

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	is responsible for maintaining map of steel bridge and girder locations within the laydown area and that materials are readily accessible as needed for successive stages of bridge erection.	
	Superstructure Bridge Construction	6.9
	GC is responsible for bridge superstructure and deck construction and will coordinate with Stinger who will perform the erecting with their crews (see Exhibit 3 for Stinger role and specs). GC will coordinate with EOW on RFIs or change orders. GC will oversee installation of pre-cast concrete deck panes, construction of slab approach, placement of moisture barrier formation, and final Asphalt-Concrete pavement. GC will coordinate with CM to approve plans, schedule, timeline, materials and equipment. Bridge is designed and built according to Caltrans specifications and meets CA state highway and transportation requirements. EOW will validate load tests.	
	Steel Girders and associated substructure/superstructure (GC Read For Steel Fabricator Exclusions that GC will be responsible for in bid).	6.10
	<p>Stinger Bridge and Iron to provide steel fabrication, delivery to job site, and erection on-site.</p> <p>Stinger Bridge to provide Joint Seal Assembly (MR 3 ½") galvanized</p> <p>Stinger to provide Traffic and Pedestrian Rail (three tube curb mount): GC installs rail.</p> <p>Stinger to provide shop drawings, 3D model, steel is weathering steel -Buy American.</p> <p>Stinger to provide:</p> <ul style="list-style-type: none"> • Bearing Assemblies and Anchor Bolts (Supply Only) • 4 Girder, 3 Span Plate Girder Structure 574' in length • 24 Each Girder Segments • 20 Each Field Splices • 164 Each Cross-Frame Diaphragms • 10,104 Shear Studs – Shop Installed • 9,040 Connection Bolts • 20 Each Field Splice Plates <p>- Specs for bolts that SBI provides: HS non-headed anchor bolts, Section 55-1.02D(1) - Standard Specifications - ASTM F1554, Grade 105, Class 2A.</p> <p>-</p> <p>Stinger Quote Excludes. Thus, GC to Include in Bid as necessary.</p> <ul style="list-style-type: none"> • Bridge Railing • Blasting • Paint or Painting • Installation of bearing assemblies and anchor bolts • Grinding of concrete bearing surfaces. • Deck drains • Stay-in-Place Decking (Deck Forms) • Any and all field welding • Concrete & Concrete Work • Demolition • Field Measurements • Setting of Anchor Bolts or Any Other Embedded Steel • Grout & Grout Work • All Bolts & Fasteners Which Do Not Pass Through Our Steel • Traffic Control • Steel Studs & Steel Joists • Any Brackets, Holes, Connections, Penetrations for Architectural Glazing or Cladding, Utilities, Mechanical, Electrical Items or Lighting Items for Other Trades <p>Stinger Erection Service Inclusion:</p>	

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	<ol style="list-style-type: none"> 1. Stinger will provide skilled personnel trained and certified under American Institute of Steel Construction (AISC) certification program for Erector (Advanced) with Metal Deck and Bridge Endorsements. Personnel shall be able to perform pre-installation verification, as well as installation of high-strength bolts in conformance with the Research Council on Structural Connections (RCSC) Specifications for Structural Joints Using High-Strength Bolts. 2. Pricing contingent on delivery of oversize or overweight (non-legal) loads on Wednesdays, Thursdays or Fridays. Deliveries scheduled to arrive at the site Saturday thru Tuesday may be subject to additional freight costs which will be passed on to the buyer. 3. Proposal is based on the provisions of the AISC Code of Standard Practice for Steel Buildings and Bridges, ANSI/AISC 303-16, RCSC and AWS D1.1, D1.3, D1.5 and OSHA Subpart R. 4. SBI requires access inside the footprint and around the perimeter of the structure to conduct erection operations. Roads and ramps as required for access to include a firm, level, well drained surface, without obstructions, in order to operate the erection equipment 5.. Proposal is based on GC furnished cranes, but Stinger to provide specs for cranes 6. This proposal includes weld certification testing for welders. 7. All out of sequence erection work must be negotiated. 8. Electrical power hook-ups and disconnects for job trailers by General Contractor if requested by SBI. 9. General Contractor to supply a fenced secure yard for storage suitable to house 4 each Conex containers, transports, trucks and misc. equipment, as well as adequate sanitary facilities for the duration of the project. 10. Establishment of lines and grades by others including scribed centerlines in both directions on concrete bearing surfaces. Contractor to provide XYZ survey of all bearing points performed, certified by a licensed surveyor prior to shipment and erection. 11. SBI will enforce cleanliness and safety for our workforce. SBI will not participate in a composite general clean-up program. 12. Hex bolts shall be used for snug-tight connections and tension control type (twist off) for pretension and slip critical connections. DTI washers shall not be used. 13. Field bolted (vs. field welded) option shall be used when possible. 14. Field welding shall be by the FCAW and SMAW processes. 15. Abutment concrete back-wall to be constructed after steel erection is completed. 16. General contractor to supply adequate security to protect SBI equipment and materials from vandalism and theft while in the construction yard and /or worksite. <p>SBI ERECTION SERVICE EXCLUSIONS – GC to include in bid as necessary</p> <ol style="list-style-type: none"> 1. Testing or inspection services of any kind. 2. Installation of any structural steel not shown on Structural drawings unless specifically stated in our scope of work. Specifically excludes any steel installation as classified under the jurisdiction of the boilermakers, electricians or pipefitters. Price only include steel erected under the jurisdiction of ironworkers. 3. Any provision for debris netting. 4. Providing ladders or access for other contractors. 5. Demolition of any kind. 6. Protection of overhead and underground utilities and removal of overhead obstructions. 7. Lead abatement and removal of any paint, primer or hazardous materials. 8. Cleaning steel deck unless begrimed by SBI operations. 9. Concrete or grout work including grouting of any base plates or anchor bolts. 10. Cleaning of anchor bolts after concrete placement. 11. All touch-up and galvanizing of any kind. 	
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Sandia Creek Drive Steel Bridge Construction Project on Santa Margarita River – San Diego County

	<p>12. Furnishing of material and labor for touch-up paint and grouting.</p> <p>13. All miscellaneous steel and metals unless mentioned in our scope above.</p> <p>14. All gauge metal, handrail, guardrail, stairs, grating, flashing and covers.</p> <p>15. Providing a full-time dedicated safety person.</p> <p>16. Providing a full-time dedicated QA/QC person.</p> <p>17. Installation of rebar, deformed bar anchors, dowels, cold formed framing or Unistrut.</p> <p>18. Hoisting or rigging for other trades, unless specifically included in this proposal.</p> <p>19. Fire watch requirements.</p> <p>20. Preparation of concrete and masonry-bearing surfaces for steel erection.</p> <p>21. Post pockets, concrete coring, concrete drilling or installation of pipe sleeves.</p> <p>22. Electrical, mechanical, signage attachments, and light poles.</p> <p>23. Paint, paint repair of touch-up of structural steel or bolts.</p> <p>24. Lane closures and street closures and traffic control excluded.</p> <p>25. Cost and scheduling of third-party inspection and testing of any kind are excluded except as mentioned in our scope.</p> <p>26. Erection of steel items which do not connect directly to the main structural frame at the time of its erection such as anchor bolts, embedded plates, lintels, masonry supports, etc.</p> <p>27. All penetrations including such for electrical, reinforcing steel, plumbing, utilities, shoring or signage through our structural steel.</p> <p>28. SWPP measures, dust control, street cleaning, truck tire washing, snow removal, pedestrian protection, protections of existing facilities, sanitary facilities, overhead protection, traffic control, flagmen and lane closures by others. Others to provide a safe efficient site for the timely unloading of trucks necessary for the work.</p> <p>29. General Contractor will be responsible for providing a flat, graded and compacted crane pad with access adjacent to work area.</p> <p>Stinger JOINT SEAL TERMS AND CONDITIONS</p> <p>1. SBI Representative on Job Site for observation of expansion joints installation is \$2500 for first day and \$950 each additional day.</p> <p>2. To avoid field splices, modular expansions joints are designed, fabricated, and delivered to the job site as a single unit unless otherwise specified. Expansion Joints exceeding a length of 40' may be shipped in segments to accommodate construction staging and/or shipping constraints. The contractor shall assume 100% responsibility for any field splices performed on the manufactured expansion joint post-fabrication.</p> <p>3. Neoprene glands for expansion joints are furnished in full lengths and are to be installed by the customer unless otherwise noted.</p>	
	Rock Slope Protection and Earthwork	6.11
	GC is responsible for rock slope protection and earthwork with review by EOW and PS.	
	Demolition of Existing Structure	7
	GC is responsible for demolition of the existing Sandia Creek Drive bridge after completion of the new bridge. The top concrete slab will be removed, followed by removal of the ten concrete box culverts, and waste disposed of off-site. The roadway approaches lying upland will be disrupted and pieces transported by dump truck off-site. GC will implement temporary erosion control BMPs to preserve bank stability and reduce sediment transport into the river. GC will implement actions to prevent concrete and associated structural elements from entering the water, in bank or land nearby.	
	Project Site Restoration	8

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	General contractor is responsible for post-construction grading and restoration of channel and riparian area. GC is <u>not</u> responsible for planting native trees and plants to revegetate the demolished road alignment and surrounding land. PS to provide native plant restoration plan with approved plants for the project area at the appropriate ratio. The California Conservation Corps will perform the planting and protection measures.	
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Sandia Creek Drive Bridge Construction Project

General Contractor Schedule of Select Costs

Item No.	Description	Qty	Unit	Unit Price	Item Cost
1	Construction Survey	1	LS	\$	\$
2	Bar Reinforcing Steel (Bridge)		LB	\$	\$
3	Bar Reinforcing Steel (Epoxy Coated) (Bridge)		LB	\$	\$
4	Structural Concrete, Approach Slab (Type N)		CY	\$	\$
5	Concrete Barrier (Type 842)		LF	\$	\$
6	48" Cast-In-Drilled-Hole Concrete Piling		LF	\$	\$
7	48" Cast-In-Drilled-Hole Concrete Piling (Rock Socket)		LF	\$	\$
8	Structural Concrete, Bridge wingwall, pile cap, shear block, and backwall		CY	\$	\$
9	Structural Concrete, Bridge bridge deck and curb		CY	\$	\$
10	Structural Concrete, Pier Column		CY	\$	\$
11	Rock Slope Protection (2T, Class IX, Method A)		CY	\$	\$
12	AC Pavement, Type A		TN	\$	\$
13	Aggregate Base, Class 2		TN	\$	\$
14	Ground Improvements		LS	\$	\$
15	Provide Water Supply	1	LS	\$	\$
16	Clear and Grub		SF	\$	\$
17	Tree Removal	1	LS	\$	\$
18	8 Oak Tree Dug out /Transplanted	1	LS		
19	Site Specific Safety Plan	1	LS	\$	\$
20	Schedule	1	LS	\$	\$
21	Water Pollution Control Program	1	LS	\$	\$
22	Water Quality Monitoring Report	1	LS	\$	\$
23	Storm Water Monitoring and Analysis	1	LS	\$	\$
24	Drainage	1	LS	\$	\$
25	Temporary Construction Signs	1	LS	\$	\$
26	Temporary Silt Fence		LS	\$	\$
27	Temporary Fiber Roll		LS	\$	\$
28	Temporary Gravel Bag		LS	\$	\$
29	Temporary Concrete Washout	1	LS	\$	\$
30	Temporary Stabilized Construction Entrance	1	EA	\$	\$
31	Temporary Railing (Type K)		LF	\$	\$
32	Barricade		LF	\$	\$
33	Existing Bridge Removal	1	LS	\$	\$
34	Rock Slope Protection (other)		CY	\$	\$
35	Earthwork for Streambed		CY	\$	\$
36	Roadway Excavation		CY	\$	\$
37	Roadway Fill		TON	\$	\$
38		1	LS	\$	\$
39	Street Survey Monument	1	EA	\$	\$
40	Paint Traffic Stripe (Centerline)		LF	\$	\$
41	Temporary Creek Diversion System	1	LS	\$	\$
42	As-Built Drawings	1	LS	\$	\$
43	Elastomeric Bearings	1	LF	\$	\$

- End of Part III –

- ## ORGANIZATION

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

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DIVISION I GENERAL PROVISIONS

1 GENERAL

Girder Erector: the contractor who is responsible for Structural Steel (bridge), furnishing the Joint Seal Assemblies to the jobs site, and furnishing the Bridge Railings to the job site.

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2 BIDDING

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3 CONTRACT AWARD AND EXECUTION

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4 SCOPE OF WORK

1. Conform stations
2. Beginning and end of each alignment

3. Midpoint or every 100 feet, whichever results in the greater number of stakes, on a curve with a radius of 1,200 feet or less
4. Midpoint or every 200 feet, whichever results in the greater number of stakes, on a curve with a radius of more than 1,200 feet
5. Every 200 feet on a tangent

Replace section 5-1.25 with:

5-1.25 AUTOMATED MACHINE GUIDANCE

5-1.25A General

You may use automated machine guidance (AMG) if the AMG meets or exceeds the staking tolerances described in section 12.5, "Typical Department-Furnished Construction Stakes," of the Department's *Surveys Manual*.

You are responsible for determining whether the work and site conditions are practical for AMG use.

Use a GNSS rover compatible with your GNSS base station or the GNSS correction service you subscribe to.

At the preconstruction conference, be prepared to discuss survey control points, site and equipment calibration, inspection methods, conflict resolution, and staking.

5-1.25B Definitions

automated machine guidance (AMG): Technology that uses positioning devices, singly or in combination, such as global navigation satellite systems (GNSS), total stations, or rotating laser levels, to determine and control the real-time position of construction equipment using onboard computer equipment.

California Coordinate System of 1983 (CCS83): CCS83 as defined in Pub Res Code § 8801.

digital construction model (DCM): Three-dimensional model used by the Contractor's AMG equipment.

digital design model: Three-dimensional model consisting of roadway design alignments, profiles, and cross sections representing the finished grade.

digital terrain model: Three-dimensional model representing the original ground before job site activities start.

global navigation satellite system (GNSS): Satellite system used to pinpoint the geographic location of a user's receiver anywhere in the world. Two GNSS systems are in operation: the US GPS and the Russian Federation's GLONASS. Each of the GNSS systems uses a constellation of orbiting satellites working in conjunction with a network of ground stations.

GNSS base station: Single ground-based system consisting of a GNSS receiver, antenna, and telemetry equipment that provides differential GNSS correction signals to other GNSS receivers or rovers. Multiple base stations can be combined into a GNSS network.

GNSS correction service subscription: Subscription service to receive differential GNSS correction signals for higher accuracy GNSS positioning without the need of a GNSS base station. Signals are normally received via cellular wireless data services.

GNSS rover: Portable GNSS antenna, receiver, rod, and data collector with telemetry equipment for real-time point measurements.

grid: Cartesian coordinate system of Northing (y) and Easting (x) coordinates using CCS83.

robotic total station: Survey instrument capable of tracking an optical target and providing real-time coordinates of the target to the equipment operator and AMG equipment. A robotic total station unit can provide AMG if site conditions do not allow GNSS receivers to be used and if a higher accuracy is required than the GNSS provides.

site calibration or localization: Process that establishes the relationship between the observed control point coordinates and the site coordinate system, which is usually grid. The term applies to both GNSS and robotic total station equipment.

5-1.25C Electronic Files

Electronic design files, as available, may include:

1. Digital terrain model in 3-D DGN or LandXML format
2. Roadway design alignments and profiles in LandXML format
3. Cross sections in 2-D DGN and PDF
4. Digital design model in LandXML format
5. 2-D layout lines and target geometry in DWG format

Electronic design files will be made available as supplemental project information.

You must create the digital construction models.

Convert the electronic design files to a format compatible with your AMG system. Manipulation of the electronic design files is at your own risk.

Submit copies of the digital construction model files and any updates to them in LandXML format.

Digital design model information may not exist for contour grading and some drainage areas. The Contractor shall place stakes for these areas.

5-1.25D Quality Control Plan

Submit an AMG QC plan at least 15 days before starting work requiring AMG. The plan must include the following information:

1. Contract number
2. Name and contact information of the AMG QC technician
3. Limits of the area for which the AMG will be used
4. Scope of work to be completed using AMG for the following work categories:
 - 4.1. Clearing and grubbing
 - 4.2. Earthwork
 - 4.3. Trench excavation
 - 4.4. Rough grading
 - 4.5. Subgrade
 - 4.6. Subbase
 - 4.7. Base
 - 4.8. Curb and gutter
 - 4.9. Cold planning or milling existing pavement
 - 4.10. Paving
 - 4.11. Intelligent compaction
 - 4.12. Concrete barrier
 - 4.13. Finishing roadway
5. Project control plan sheet detailing control points covering the job site
6. List of GNSS equipment, including:
 - 6.1. Type
 - 6.2. Manufacturer
 - 6.3. Model
 - 6.4. Software version
7. Description of GNSS site calibration or localization checking, including:
 - 7.1. List of equipment requiring calibration or localization checking
 - 7.2. Site calibration or localization procedures
 - 7.3. Frequency of calibration or localization
 - 7.4. Format for recording calibrations or localizations, including:
 - 7.4.1. Date
 - 7.4.2. Locations where calibration or localization was performed
 - 7.4.3. GNSS equipment manufacturer and model
 - 7.4.4. Range of required tolerance
 - 7.4.5. Name and signature of the person performing calibration or localization
 - 7.5. Reporting time for submitting records of calibration or localization
8. Description of daily GNSS equipment or robotic total station equipment check-testing procedures, including the format for recording daily check testing

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9. List of AMG onboard computer equipment, including:
 - 9.1. Type
 - 9.2. Manufacturer
 - 9.3. Software version
 - 9.4. List of AMG-controlled equipment, including:
 - 9.4.1. Type, such as loader or grader
 - 9.4.2. Manufacturer
 - 9.4.3. Model
10. Procedures for AMG-controlled equipment calibration, including:
 - 10.1. Description of equipment calibration procedures
 - 10.2. Frequency of calibration
 - 10.3. Format for recording calibration information
11. Electronic data file control, including:
 - 11.1. Name and contact information of the person responsible for the electronic files
 - 11.2. DCM file-naming convention
 - 11.3. Description of the process that will be used to upload the DCM to the AMG equipment
 - 11.4. Description of the process that will be used whenever updated DCM files are required to be uploaded to the AMG equipment

If QC procedures or personnel change, submit a QC plan supplement describing the change.

5-1.25E Quality Control Technician

During AMG activities, provide a QC technician to be responsible for:

1. GNSS site calibration or localization and upload to all GNSS receivers
2. Maintenance of GNSS and AMG equipment
3. Documentation of the calibration or localization and maintenance of GNSS equipment
4. Daily calibration and documentation of AMG equipment
5. Daily setup and takedown of GNSS and robotic total station components

5-1.25F Just-in-Time Training

Provide at least 8 hours of JIT training on the GNSS rover for up to 3 Department employees. Provide training materials and equipment.

The JIT training must cover the following topics:

1. Background information for the GNSS to be used
2. Setup and calibration checks for:
 - 2.1. GNSS receiver
 - 2.2. GNSS base station
 - 2.3. GNSS rovers
 - 2.4. Machinery
3. Operation of the GNSS rover, including:
 - 3.1. Setup data collection
 - 3.2. Settings for alignments and profiles
 - 3.3. Onboard display options
4. Demonstration of grade checking using the rover

The training is change order work.

5-1.25G Construction

5-1.25G(1) General

If you find a discrepancy in any survey control point, survey stake, or in the electronic data provided, immediately, submit an RFI.

5-1.25G(2) GNSS Site Calibration or Localization

Perform GNSS site calibration or localization to the survey control points at least 5 business days before starting work requiring AMG.

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Check each survey control point for accuracy. Submit the GNSS site calibration or localization results within 1 business day of the calibration or localization testing. Allow 3 business days for the review of the results

5-1.25G(3) GNSS Check Testing

Before starting daily work requiring AMG, conduct check testing for the proper setup of the GNSS or robotic total station equipment. Ensure the GNSS or robotic total station equipment achieves accuracies within:

1. 0.10 foot in both horizontal and vertical directions for rough grading
2. 0.05 foot in horizontal directions and 0.02 foot in vertical directions for final grades

Before starting daily production, conduct check testing of the AMG equipment and the GNSS rovers.

Within 1 business day after check testing, submit the check-testing results as informational submittals.

5-1.25G(4) Grade Verification

If requested, provide a GNSS rover and personnel to operate it for the Engineer's use in verifying grades. This is change order work.

Replace section 5-1.26 with:

5-1.26 GRADE QUALITY CONTROL

Use a GNSS rover, robotic total station equipment, or a level to check the grades at the frequencies shown in the following table:

Grade Checking Requirements

Type of work	Area or distance represented by the grade checking	Frequency (number of grade points)
Earthwork for cut and fill slopes ≤ 15 feet	200 feet	2
Earthwork for cut and fill slopes > 15 feet	1,000 sq yd	1
Rough grading	1,000 sq yd	1
Trenching	100 feet	6
Subgrade	1 mi	30
Subbase layer	1 mi	50
Base layer	1 mi	100
Curb and gutter	100 feet	6
Concrete barrier	100 feet	5
Finishing roadway	1,000 sq yd	2

Increase the frequency of grade checking of a roadway:

1. Wherever its curve radius is 500 feet or less
2. In areas of a superelevation transition
3. At intersections

Notify the Engineer when an area is ready for line and grade inspection. Submit the grade checking results on a Grade Checking Report form as an informational submittal.

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DIVISION II GENERAL CONSTRUCTION
10 GENERAL

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An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed no later than 20 days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices and the dates when the implementation will be 25 percent, 50 percent and

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100 percent complete, respectively. For construction activities beginning during the rainy season, the Contractor shall implement applicable soil stabilization and sediment control practices.

The Contractor shall implement soil stabilization and sediment control practices a minimum of 10 days before the start of the rainy season.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved WPCP, the deficiency shall be corrected immediately, unless an agreed date for correction is approved in writing by the Engineer. The deficiency shall be corrected before the onset of precipitation. If the Contractor fails to correct the deficiency by the agreed date or before the onset of precipitation, the Owner or County may correct the deficiency and deduct the cost of correcting deficiencies from payments.

Replace the first paragraph of section 13-2.01A with:

The Contractor shall submit a Water Pollution Control Program (WPCP) to the Engineer for approval. The WPCP shall conform to the requirements in Section 13-2, and these special provisions, the Drawings, and County of San Diego requirements.

A water pollution control plan has been prepared for this project and is included with the construction project plans. The water pollution control plan provided is a conceptual plan. This conceptual plan may be used by the Contractor for developing the WPCP. The conceptual plan does not include details for phases or stages of construction.

The Contractor shall prepare and include in the Contractor's WPCP separate details for each phase or stage of construction, if any, shown or described in the contract documents, and any additional phases or stages planned by the Contractor.

The Water Pollution Control Schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices.

The WPCP shall include the following temporary water pollution control practices and their associated contract items of work as shown on the plans or specified in these special provisions, and as shown or described in the conceptual water pollution control plan, if any:

- A. Temporary Soil Stabilization
 - 1. Erosion Control (Type D)
- B. Temporary Sediment Control
 - 1. Temporary Fiber Roll
 - 2. Temporary Silt Fence
 - 3. Temporary Gravel Bags and Gravel Bag Berms
- C. Tracking Control
 - 1. Temporary Stabilized Construction Entrance / Exit
- D. Wind Erosion Control
- E. Non-Storm Water Management
- F. Waste Management and Materials Pollution Control
 - 1. Temporary Concrete Washout Facility

The WPCP shall include the following contract items of work for permanent water pollution control as shown on the plans or as specified in these special provisions:

- A. Hydroseed Planting
- B. Slope Stabilization

The Engineer's review and approval shall not waive any contract requirements and shall not relieve the Contractor from complying with Federal, State and local laws, regulations, and requirements.

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If directed by the Engineer or requested in writing by the Contractor and approved by the Engineer, changes to the water pollution control work specified in these special provisions will be allowed. Changes may include addition of new water pollution control practices. The Contractor shall incorporate these changes in the WPCP. Additional water pollution control work will be paid for as extra work in accordance with Section 4-1.05, "Changes and Extra work," of the Standard Specifications.

The Contractor shall keep a copy of the approved WPCP and approved amendments at the job site. The WPCP and approved amendments shall be made available when requested by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests from the public shall be directed to the Engineer.

Replace Reserved in section 13-2.01B:

BMP Handbook: CASQA's Stormwater Best Management Practice Handbook Portal: Construction.

SWPPP Template: The County's Storm Water Pollution Prevention Plan (SWPPP) Template (for soil disturbance over 1 acre).

Add to the end of section 13-2.01C:

The Contractor shall submit the following to the Engineer:

1. Material Safety Data Sheet (MSDS) at least 5 working days before material is used or stored
2. Monthly inventory records for material used or stored
3. Manifest forms for hazardous waste disposal within 5 working days of transport and disposal
4. Copy of written approval to discharge into a sanitary sewer system at least 5 working days before beginning discharge activities

Add to the end of section 13-2.04

During each estimate period the Contractor fails to conform to the provisions in this section, "Water Pollution Control," or fails to implement the water pollution control practices shown on the plans or specified elsewhere in these special provisions as items of work, 25 percent of the progress payment will be withheld.

Failure to implement practices may include, but are not limited to, the following:

- Observation of non-storm water discharges without proper BMP implementation
- Observation of erosion due to missing or improperly implemented soil stabilization and sediment control BMPs
- Failure to amend the WPCP when a change in project conditions occurs or when BMP deficiencies are identified
- Failure to implement required erosion and sediment control BMPs on active and/or inactive disturbed soil areas.
- Failure to maintain a stockpile of BMPs for installation prior to a rain event.
- Failure to submit a REAP or WTAP prior to a rain event.
- Failure to maintain BMPs in the field
- Failure to perform and provide documentation of appropriate site inspections
- Failure to install or maintain BMPs as described in the WPCP and in the Construction Site Maintenance section of these Special Provisions
- Failure to file a Notice of Discharge within the prescribed time frame.

Withholds for failure to perform water pollution control work will be in addition to all other withholds provided for in the contract. The Department will return performance-failure withholds in the progress payment following the correction for noncompliance.

Add to the end of section 13-4.03C(2)

The Contractor shall use these storage procedures:

1. Secondary containment facilities must be impervious to the materials stored there for a minimum contact time of 72 hours.
2. Cover secondary containment facilities during non-working days and when precipitation is predicted. Secondary containment facilities must be adequately ventilated.
3. Keep secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place into drums within 24 hours. Handle these liquids as hazardous waste under "Hazardous Waste" unless testing determines them to be nonhazardous.
4. Do not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
5. Secondary containment facility must have the capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or entire volume of the largest container within the facility, whichever is greater.
6. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well-organized, and equipped with cleanup supplies appropriate for the materials being stored.
7. Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation, and at least weekly during other times.

Add to the end of section 13-4.03C(3)

The Contractor shall use these stockpile management procedures:

1. Reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood.
2. Locate stockpiles out of floodplains when possible. Locate Stockpiles:
 - 2.1. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, or inlets unless approved
 - 2.2. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, or inlets unless approved

Replace Reserved in section 13-4.03C(4):

The Contractor shall supply the Material Safety Data Sheet to the Engineer for material used or stored. The Contractor shall keep an accurate inventory of material delivered and stored at the construction site.

Employees trained in emergency spill cleanup procedures must be present during unloading of hazardous materials or chemicals.

If practical, the Contractor shall use less hazardous products

Add to section 13-4.03D(3)

Add the words, "and properly dispose" to the second sentence in Section 13-4.03D(3) of Section 13 Water Pollution Control so it reads:

Collect and properly dispose concrete waste, including grout, dust and debris from demolition, saw cutting, coring, grinding, or grooving, simultaneously with the waste-producing activity.

Add to end of section 13-4.03E(3):

Under no circumstances shall water from washing activities enter the Santa Margarita River.

Add between the 1st and 2nd paragraphs of section 13-4.03G:

Dewatering must comply with Order No. R9-2015-0013 NPDES No. CAG919003 adopted by the San Diego Regional Water Quality Control Board or its successor permit and section 13-4.03G, "Dewatering" of the Standard Specifications. For the permit, go to the San Diego Regional Water Quality Control Board website.

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The Contractor shall not perform any dewatering until a dewater permit is issued to the County.
The WPC manager must inspect dewatering activities:

1. Daily when dewatering work occurs daily
2. Weekly when dewatering work does not occur daily

Replace section 13-10.03E with:

The temporary silt fence shall be a prefabricated silt fence with a minimum woven polypropylene fabric width of 36 inches and a minimum tensile strength of 100 pounds, conforming to ASTM Designation: D 4632.

Install the temporary silt fence shall be installed as shown on the plans. The base of the silt fence shall be secured with a continuous row of gravel bags stacked a minimum of two (2) bags high. The silt fence fabric shall extend a minimum of one (1) foot horizontally under the gravel bags and extend a minimum of two (2) feet vertically above the ground surface. Gravel bags shall be positioned on the inside of the PIA line so there is a 2 feet high vertical wall on the outside of the PIA to prevent entry animals. The fence shall be secured vertically by two (2) inch square by 4 feet long wood posts positioned outside the PIA spaced no greater than eight (8) feet on centers. Where silt fence crosses bedrock, omit wood posts and install gravel bags 4 rows high with silt fence folded under top row of gravel bags.

When joints are necessary, the temporary silt fence shall overlap a minimum of 6 inches with both posts tied together.

Temporary silt fences shall be maintained to provide for adequate sediment holding capacity. Sediment deposits on the inside of the PIA shall be removed when the sediment deposit reaches approximately one-third of the fence height. Removed sediment shall be deposited within the project in such a way that it is not subject to erosion by wind or water, or as directed by the Engineer. Sediment deposits on the outside of the PIA shall remain in place unless removal is directed by the Engineer.

When no longer required for the intended purpose, as determined by the Engineer, temporary silt fence shall be removed from the site of the work.

Holes, depressions or any other ground disturbance caused by the removal of the temporary silt fence shall be backfilled and repaired to the satisfaction of the Engineer.

Replace Reserved in section 13-10.04 with:

The quantity of temporary silt fence (Barrier) to be paid for will be determined by the linear foot from actual measurements, the measurements to be made parallel with the ground slope along the line of the completed temporary silt fence, deducting the widths of openings.

The contract price paid per linear foot for temporary silt fence shall include full compensation for furnishing all labor (except maintenance), materials, tools, equipment, and incidentals, and for doing all the work involved in installing temporary silt fence, complete in place, including gravel bags and timber posts, and maintenance and removal of temporary silt fence, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Temporary silt fence placed at location other than as shown on the project plans or directed by the Engineer, in accordance with the Contractor's Water Pollution Control Program, will not be measured and will be paid for as specified in "Water Pollution Control" elsewhere in these special provisions.

No adjustment of compensation will be made for any increase or decrease in the quantities of temporary silt fence required, regardless of the reason for the increase or decrease.

Keep one (1) copy of the approved FDP and approved amendments at the project site. Make the FDP available upon request by a representative of the County of San Diego APCD, California Air Resource Board, or United States Environmental Protection Agency. Requests by the public must be directed to the Engineer.

[illegible]

- A. **Down-Hole Vibrators** are specially-designed, high-energy depth vibrators. The horizontal vibrations are created by a motor and rotating eccentric weight located near the tip of the vibrator. Extension tubes are bolted to the vibrator to allow it to be lowered to the necessary treatment depth.
- B. **Bottom Feed Vibrators** are down-hole vibrators which are equipped with a tremie pipe through which the aggregate is fed to the tip of the vibrator. This equipment is most often used in soil conditions which are too soft or cohesionless to remain open when pre-drilled.
- C. **Down-Hole Tamper** are proprietary high-energy impact apparatus. The vertical tamping energy is provided by a hammer which is connected to a round, beveled tamper. The apparatus is lowered into a pre-drilled hole to the required treatment depth.
- D. **Bottom Feed Displacement Mandrel Systems** are another type of proprietary high-energy impact apparatus. The hollow-shaft mandrel is used to convey aggregate below the tamper foot at the mandrel tip. Placed aggregate is displaced by the mandrel into the surrounding soil and compacted by the tamper foot during successive re-penetrations. The apparatus is driven or pushed to the required treatment depth prior to aggregate placement.
- E. **Field Quality Control Representative (FQCR):** The individual, employed by the Owner, given specific observation and documentation tasks identified in this specification.

19-11.01A(3) Submittals

A. The following shall be submitted to the Owner's representative by the aggregate column contractor with the bid documents:

1. A list of at least five previously completed projects of similar scope and purpose for approval by the Owner's representative. The list shall include a description of the project, relative size, and contact person with phone number.

B. The following shall be submitted to the Owner's representative by the aggregate column contractor four (4) weeks prior to the start of the work:

1. Resumes of the management, supervisory, and key personnel.
2. A ground improvement design based on information contained in the project geotechnical report, prepared by an engineer licensed in the state of California to be performed that demonstrates that the program achieves the specified performance criteria as specified in Section 19-11.01C(3) of these specifications.
3. A ground improvement QA plan.
4. Work procedures and control criteria.
5. A shop drawing for review, indicating the spacing, location, and depth of the aggregate columns to achieve the criteria outlined in this specification.
6. Test detail and setup to confirm that the installation procedure produces the parameters used in the design.

C. The following shall be submitted to the Owner's representative by the aggregate column contractor during the work:

1. Accurate daily records that include the type and size of compaction equipment and predrill auger diameter used (if required), and a shop drawing indicating the as-constructed location, bottom depth, and identification number for each aggregate column.
2. A record for each aggregate column that includes a log of the aggregate consumption per 5 foot increment, energy used to compact the column per 5 foot increment, column identification number, bottom depth, column length, time to construct the column, and a note of any obstructions or other problems encountered during column installation.
3. Any change in the subsurface conditions observed during the work.
4. Test data, analysis of the data, and the concluding recommended design parameters, prepared by an engineer licensed in the State of California.

D. The following shall be submitted to the Owner's representative by the aggregate column contractor after the work is completed:

1. A verification analysis including all analyses and all relevant field data. This report will certify that the improved ground meets the performance criteria detailed in Section 19-11.01C(3).
2. As-built drawings indicating the location, bottom depth, and identification number for each aggregate column.

19-11.01A(4) Quality Assurance

19-11.01A(4)(a) General

Field data shall be collected by geotechnical soil test borings (ASTM D6066) and/or Cone Penetration Test (CPT) soundings performed in accordance with ASTM D5778 standard specifications. Field exploration and testing shall be performed at locations approximately midway between adjacent ground improvement elements.

19-11.01A(4)(b) Quality Control

- A. The aggregate column design and installation shall be performed by a specialist aggregate column contractor with at least five continuous years of documented experience in aggregate columns.
- B. The aggregate column contractor shall provide experienced management, supervisory and key personnel to implement the aggregate column program.

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- C. As detailed in Section 19-11.01A(3), the aggregate column contractor shall provide evidence of aggregate column project experience.
- D. The Owner's representative will ensure that procedures and documentation conform to these specifications.

19-11.01B Materials and Equipment

19-11.01B(1) General

Not Used

19-11.01B(2) Equipment

A. Down-Hole Vibrator

- 1. Should the aggregate column contractor use a down-hole vibrator, the vibrator shall be capable of providing at least 70 HP of rated energy and a centrifugal force of 15 tons. For soil densification applications, an appropriate metering device shall be provided at such a location that inspection of amperage increase may be verified during the operation of the equipment. The metering device may be an ammeter directly indicating the performance of the vibrator tip. Complete equipment specifications shall be submitted to the Engineer prior to commencement of the fieldwork.

B. Down-Hole Tamper

- 1. Should the aggregate column contractor use a down-hole tamper, the tamper shall have a diameter that is at least 85% of the pre-drilled hole diameter, have beveled sides, and be long enough to reach the full depth of the pre-drilled hole. The tamper shall have a minimum Construction Industry Manufacturer's Association (CIMA) rating of 1,200 ft-lb and shall apply direct downward impact energy to each lift of aggregate. Complete equipment specifications shall be submitted to the Engineer prior to commencement of the fieldwork.

C. Displacement Mandrel Systems

- 1. Should the aggregate column contractor use a displacement mandrel system, the specially designed mandrel shall have a bottom tamper foot diameter of at least 50% of the column design diameter and be long enough to reach the full column design depth. The tamper foot shall be capable of applying a minimum 15 ton static force augmented by dynamic vertical ramming energy to the full design depth. Complete equipment specifications shall be submitted to the Engineer prior to commencement of the fieldwork.

19-11.01B(3) Backfill Materials

- A. Down-Hole Vibrator Method: The backfill aggregate shall consist of hard, angular to sub-angular durable rock fragments, with the majority of particles in the range of 1/8th inch to 1-1/2 inches such as ASTM C33 size No. 57, or shall be other graded aggregate selected by the installer and approved by the designer.

B. Down-Hole Tamper Method:

- 1. Aggregate used for columns constructed above the water table shall be Type I, Grade B in accordance with ASTM D1241, or shall be other graded aggregate selected by the installer and approved by the designer. The aggregate shall have been successfully used in the modulus test.
- 2. For aggregate used for columns constructed below the water table, the gradation shall be the same as Type I Grade B, except that particles passing the number 40 sieve shall be eliminated. Alternately, No. 57 stone or other stone selected by the installer may be used and approved by the designer. The aggregate shall have been successfully used in the modulus test.
- 3. When Type I Grade B material is used, potable water or other suitable sources shall be used to increase the aggregate moisture content when required.

- C. Displacement Mandrel Method: The backfill aggregate shall meet the same requirements as listed in Section 19-11.01B(3) for the down-hole tamper method.

19-11.01C Construction

19-11.01C(1) General

The minimum extent of the ground improvement should extend at least 20 feet longitudinally on both sides from edges of piles and 20 feet transversely on both sides from edge of the piles at Pier 2. The minimum depth of ground improvement shall be to elevation +310 feet.

Due to the scour protection that will be implemented at Pier 2, the top of the zone of ground improvement may correspond to the bottom of the riprap zone, which extends 6 feet below the finish ground surface, if the riprap material replaces soils susceptible to liquefaction.

19-11.01C(2) General Procedures

Apply

The general procedures are as follows:

- A. Stable Ground Conditions:** The following general procedures shall be followed when the pre-drilled hole remains open during construction.
 - 1. Pre-drilling to the design depth will be performed with an auger diameter equal to the finished column diameter.
 - 2. Down-Hole Vibrator Method: The quantity of aggregate initially added shall be such that the vibrator tip is able to penetrate to within 12 inches of the design depth. The vibrator will be raised and lowered repeatedly, such that on each re-penetration, the tip of the vibrator advances to within 12 inches of the previous penetration depth.
 - 3. Down-Hole Tamper Method: Following placement of the first 12-inch thick lift of aggregate, the tamper is to be lowered to the top of the aggregate and activated. The full energy of the impactor and weight of the excavator shall be used for at least 30 seconds per lift, and subsequent lifts shall not exceed 12 inches in thickness.
 - 4. The aggregate shall be removed and replaced with fresh aggregate if cave-ins occur during the aggregate placement such that the volume of caved-in soil is greater than 10 percent of the aggregate being compacted.
- B. Unstable Ground Conditions:** The following general procedures will be followed when a pre-drilled hole will not remain open before or during column construction.
 - 1. Down-Hole Vibrator Method: If the hole will remain temporarily stable, the hole may be filled with aggregate to a level above the instability as long as the vibrator is still able to penetrate to within 1 foot of the pre-drilled depth. If the hole will not remain temporarily stable, a Bottom Feed Down-Hole vibrator may be used.
 - 2. Down-Hole Tamper Method: The down-hole tamper method is not applicable for the intended ground improvement if a pre-drilled borehole is not stable.
 - 3. Displacement Mandrel Method: A hollow-shaft mandrel equipped with a tamper foot and sacrificial cap is driven or pushed to the column design depth. The tamper foot shall be repeatedly raised and lowered to place and compact aggregate. Each compacted lift thickness shall not exceed 12 inches.
- C. Obstructions:** Aggregate columns shall be constructed within 6 inches of the design location. Obstructions encountered during excavation or drilling that will prevent installation of the aggregate columns to design depth, or cause the aggregate column to stray from its specified location during installation shall be removed. To the extent the obstructions are shown in the geotechnical report, removal of obstructions shall be performed at no additional cost to the owner.

Obstructions include, but are not limited to, boulders, timbers, concrete, bricks, utility lines, etc., that prevent installing the aggregate columns to the required depth, or cause the aggregate column to drift from the required locations. Dense natural rock or weathered rock shall not be deemed obstructions, and columns may be terminated short of design lengths on such materials.

The aggregate column design engineer shall be notified within 24 hours to verify that the short columns are acceptable.

The improved ground shall exhibit a minimum factor of safety of 1.1 against triggering of liquefaction based upon the ground motion (PGA) and seismic event (M) obtained from the Caltrans ARS Online webtool in which the ground motion corresponds to an average return period of 975 years.

Lump sum payment for "Ground Improvements" shall include all work associated design, construction, and testing of the ground improvement system.

[illegible]

The synthetic slurry must be one of the materials shown in the following table:

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Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac GCV	CETCO CONSTRUCTION DRILLING PRODUCTS 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386
BIG FOOT	MATRIX CONSTRUCTION PRODUCTS 50 S MAIN ST STE 200 NAPERVILLE IL 60540 (877) 591-3137
POLY-BORE	BAROID INDUSTRIAL DRILLING PRODUCTS 3000 N SAM HOUSTON PKWY EAST HOUSTON TX 77032 (877) 379-7412

Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

Synthetic slurries must comply with the Department's requirements for synthetic slurries to be included in the above table. The requirements are available from the Offices of Structure Design, P.O. Box 168041, MS# 9-4/11G, Sacramento, CA 95816-8041.

SlurryPro CDP synthetic slurry must comply with the requirements shown in the following table:

SlurryPro CDP		
Quality characteristic	Test method	Requirement
Density	Mud weight (density), API RP 13B-1, section 4	
During drilling (pcf)		$\leq 67.0^a$
Before final cleaning and immediately before placing concrete (pcf)		$\leq 64.0^a$
Viscosity	Marsh funnel and cup. API RP 13B-1, section 6.2	
During drilling (sec/qt)		50–120
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 70
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume	Sand, API RP 13B-1, section 9	
Before final cleaning and immediately before placing concrete (%)		≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

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 Super Mud synthetic slurry must comply with the requirements shown in the following table:

Super Mud

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	$\leq 64.0^a$
Before final cleaning and immediately before placing concrete (pcf)		$\leq 64.0^a$
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	32–60
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 60
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Shore Pac GCV synthetic slurry must comply with the requirements shown in the following table:

Shore Pac GCV

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	$\leq 64.0^a$
Before final cleaning and immediately before placing concrete (pcf)		$\leq 64.0^a$
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	33–74
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 57
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

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Terragel or Novagel Polymer synthetic slurry must comply with the requirements shown in the following table:

Terragel or Novagel Polymer

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	$\leq 67.0^a$
Before final cleaning and immediately before placing concrete (pcf)		$\leq 64.0^a$
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	45–104
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 104
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

BIG-FOOT synthetic slurry must comply with the requirements shown in the following table:

BIG-FOOT

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	$\leq 64.0^a$
Before final cleaning and immediately before placing concrete (pcf)		$\leq 64.0^a$
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	30–125
Before final cleaning and immediately before placing concrete (sec/qt)		55–114
pH	Glass electrode pH meter or pH paper	8.5–10.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

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POLY-BORE synthetic slurry must comply with the requirements shown in the following table:

POLY-BORE

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	62.8-65.8 ^a
Before final cleaning and immediately before placing concrete (pcf)		62.8-64.0 ^a
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	50–80
Before final cleaning and immediately before placing concrete (sec/qt)		50-80
pH	Glass electrode pH meter or pH paper	7.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Replace *Reserved* in section 49-3.02B(6)(d) with:

You may use water as slurry if a casing is used for the entire length of the drilled hole.

Water slurry must comply with the requirements shown in the following table:

Water Slurry Requirements

Quality characteristic	Test method	Requirement
Density Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1 section 4	63.5 ^a
Sand content Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 0.5

^aIf authorized, you may use salt water slurry. The allowable density of the slurry may be increased by 2 pcf.

Replace section 49-3.02B(7) with:

49-3.02B(7) Slurry Cement Backfill

Slurry cement backfill must comply with section 19-3.02E.

Add to section 49-3.02C(4):

If the hole is drilled below the specified tip elevation shown, the reinforcement must extend to within 3 inches of the bottom of the drilled hole for the piles that are specified as end bearing.

[illegible]

51 CONCRETE STRUCTURES

Add to section 51-1.01A:

The concrete at the bridge deck, approach slabs, and curbs must be integrally pigmented colored concrete. The color must match color no. 33446 of FED-STD-595.

Add to section 51-1.01C(1):

If the methacrylate crack treatment is applied to a bridge deck within 100 feet of a residence, business, or public space, submit a public safety plan. Include with the submittal:

1. Copy of public notification letter with a list of delivery addresses and posting locations. The letter must describe the work to be performed and state the treatment work locations, dates, and times. Deliver copies of the letter to residences and businesses within 100 feet of the treatment work and to local fire and police officials, at least 7 days before starting treatment activities. Post a copy of the letter at the job site.
2. Airborne emissions monitoring plan. Plan must include monitoring point locations. A CIH certified in comprehensive practice by the American Board of Industrial Hygiene must prepare and execute the plan.
3. Action plan for protecting the public if levels of airborne emissions exceed permissible levels.
4. Copy of the CIH's certification.

After completing methacrylate crack treatment activities, submit results from monitoring production airborne emissions as an informational submittal.

Replace the 2nd paragraph of section 51-1.01C(1) with:

Submit a deck placement plan for concrete bridge decks. Include in the placement plan your method and equipment for ensuring that the concrete bridge deck is kept damp by misting immediately after finishing the concrete surface.

Coefficient of Friction: After deck surfaces and approach slabs have been texred, the Engineers tests the coefficient of friction of the concrete surfaces under California Test 342. Deck surfaces and approach slabs must have a uniform surface texture with a coefficient of friction of not less than 0.35 when opened to traffic or before seal coats are placed, whichever occurs first. If portions of completed deck surfaces or approach slabs have a coefficient of friction of less than 0.35, those portions must be ground or grooved parallel to the center line to produce a coefficient of friction of not less than 0.35. Grinding and grooving must complete with appropriate CA regulations. The coefficient of friction requirements do not apply for bridge decks to be covered with membrane seals.

Replace *Reserved* in section 51-1.01D(1) with:

The job site must have at least 4 airborne emissions monitoring points, including the mixing point, application point, and point of nearest public contact. Monitor airborne emissions during methacrylate crack treatment activities.

Add to section 51-2.02D(1)(a):

INSTALL JOINT SEAL ASSEMBLY (MR 2 1/2") includes:

1. Coordination with Girder Fabricator for receiving joint seal assemblies at the job site
2. Inspection of the joint seal assemblies upon delivery to the job site.
3. Installation of the joint seal assemblies

Furnishing the joint seal assemblies, including joint cell and all anchorage hardware, to the job site shall be completed by the Girder Fabricator.

Replace the 7th paragraph of section 51-2.02D(2)(b) with:

Size the recess such that the primary reinforcement for structural members is outside the recess. The maximum depth at abutments and hinges is 9 inches. The maximum width on each side of the expansion joint is 10 inches.

Add to section 51-2.02D(3):

Joint seal assemblies will be delivered to the job site by the Girder Fabricator no later than October 3, 2023 and no earlier than September 1, 2023.

The Contractor shall inspect the joint seal assemblies in the presence of the Girder Fabricator and the Engineer upon delivery. The Contractor shall notify the Engineer of any components that do not meet the requirements of the Contract documents within 5 days of delivery of the assemblies to the job site.

Add to section 51-2.02D(4):

The payment quantity for INSTALL JOINT SEAL ASSEMBLY (MR 2 1/2") is the length measured along the joint seals.

AA

52 REINFORCEMENT

Add to section 52-2.01A(3):

52-2.01A(3)(c) Certificates

Submit a certificate of compliance for each shipment of dual-coated bar reinforcing steel. Include the following with the submittal:

1. Certification that the reinforcement complies with ASTM A1055
2. All certifications specified in ASTM A1055

Add to section 52-2.01B:

You may use dual-coated bar reinforcing steel complying with ASTM A1055 as an alternative to epoxy-coated reinforcement or epoxy-coated prefabricated reinforcement. Bar reinforcing steel to be dual-coated must be deformed, Grade 60 bars complying with ASTM A706.

Dual-coated bar reinforcement must be the same bar size and must be placed at the same spacing as described for epoxy-coated reinforcement and epoxy-coated prefabricated reinforcement.

Add to section 52-2.01C:

Do not bend bar reinforcing steel complying with ASTM A1055 after coating application if used as an alternative to epoxy coated prefabricated reinforcement.

Job site and PC plant practices for substituted bar reinforcement must comply with appendix X1 of ASTM A1055, except replace "should" with "must."

AA

55 STEEL STRUCTURES

Add to section 55-1.01(A):

COORDINATION WITH GIRDER ERECTOR includes:

1. Provide crane pads with access to adjacent work areas as shown on the Plans and as described in Section 48 of these Specifications.
2. Provide pads with access to adjacent work area for support of the falsework tower footings as shown on the plans and as described in Section 48 of these Specifications.
3. Provide electrical power hook-ups and disconnects for job trailers as requested by the Girder Erector for the duration of the girder installation.
4. Supply a fenced secure yard for storage suitable to house 4 each Conex containers, transports, trucks, and misc. equipment as well as sanitary facilities for the duration of the girder installation.
5. Establishment of lines and grades including scribed centerlines in both directions on concrete bearing surfaces. Contractor to provide XYZ survey of all bearing points performed, certified by a surveyor licensed in the state of California. This information shall be provided to the Engineer no later than September 1, 2023.

6. Provide site security to protect Girder Erector's equipment and materials from vandalism and theft while at the job site for the duration of girder installation.
7. Inspect the installed Structural Steel girders and notify the Engineer of any components that do not meet the project specifications with 5 days of the completion of the girder erection.

Structural Steel (bridge) shall be supplied and installed by others.

Replace section 82-2.02D with:

Colored retroreflective sheeting must be used for the background.

The sign must have outdoor weatherability characteristics equivalent to those specified for the corresponding color of retroreflective sheeting in ASTM D4956.

Section 82-5 includes specifications for fabricating and installing markers, including milepost markers.

A target plate for milepost marker or Type L-1 (CA) or Type L-2 (CA) object marker installed on a metal post must be manufactured from an aluminum sheet or zinc-coated steel sheet.

Letters and numerals on a milepost marker must be made with opaque black paint or film. The paint and film must have an equivalent outdoor weatherability as the retroreflective sheeting specified in ASTM D4956. Nonreflective, opaque, black film must be vinyl or acrylic material.

Use stencils to paint letters and numerals on milepost markers.

AA

83 RAILINGS AND BARRIERS

Install Bridge Railing includes:

- ### 83-2.10A(2) Definitions

Reserved

83-2.10A(3) Submittals

1. Submit documentation of any components of the railings that do not meet the requirements of the contract documents to the Engineer. Documentation shall be submitted within 5 days of delivery of the railings to the site.
2. Complete details for the construction of the work, including construction methods, sequence of field assembly, and installation procedures

83-2.10A(4) Quality Assurance

Reserved

83-2.10B Materials 83-

2.10B(1) General

Reserved

83-2.10B(2) Metal Components

Structural shapes, structural tubing, plates, bars, bolts, nuts, and washers must comply with section 55- 1.02. Other fittings must be commercial quality.

83-2.10C Construction

Railings must be installed to present a smooth, uniform appearance in their final position, conforming closely to the horizontal and vertical lines shown or ordered. Posts must be normal to the profile grade. Transverse to the profile grade, railings must be plumb within a tolerance not to exceed 0.02 foot in 10 feet. Adjacent rail elements must align with each other within 1/16 inch.

Bridge Railings will be delivered to the job site by the Girder Fabricator no later than October 3, 2023 and no earlier than September 1, 2023.

The Contractor shall inspect the Railings in the presence of the Girder Fabricator and the Engineer upon delivery. The Contractor shall notify the Engineer of any components that do not meet the requirements of the Contract documents within 5 days of delivery of the Railings to the job site.

83-2.10D Payment

The payment quantity for Installing Bridge Railing is the length measured from end to end along the face of the railing, as shown on the plans.

Add to section 83-4.01B:

Crash cushions shall be Lindsay TAU-M or approved equal.

Add to section 83-4.01C:

Crash cushions shall be installed in accordance with manufacturer's recommendations and as required by the Drawings.

AA

- End of Part IV -

PART V. ORGANIZATION HISTORY AND PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

1. Current BUSINESS STRUCTURE

For Firms That Are Corporations:

- 1a. Date incorporated: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

<i>Name</i>	<i>Position</i>	<i>Years with Co.</i>	<i>% Ownership</i>	<i>Social Security #</i>
	<i>CEO</i>			
	<i>President</i>			
	<i>Secretary</i>			
	<i>Treasurer</i>			

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

[illegible]

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm. (attach additional pages if necessary)

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Social security number of company owner. _____
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

<i>Person’s Name</i>	<i>Construction Company</i>	<i>Dates of Person’s Participation with Company</i>

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture. _____
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

<i>Name of firm</i>	<i>% Ownership of Joint Venture</i>

History of the Business and Organizational Performance:

2. *Has there been any change in ownership of the firm at any time during the last three years?*

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No

If “yes,” explain on a separate signed page.

3. *Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?*

NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If “yes,” explain on a separate signed page.

4. *Are any corporate officers, partners or owners connected to any other construction firms?*

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If “yes,” explain on a separate signed page.

5. *State your firm’s gross revenues for each of the last three years:*

6. *How many years has your organization been in business in California as a contractor under your present business name and license number? _____Years*

7. *Is your firm currently the debtor in a bankruptcy case?*

☐ Yes ☐ No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. *Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)*

☐ Yes ☐ No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses:

9. *List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:*

<i>License Number</i>	<i>Trade Classification</i>	<i>Date Issued</i>	<i>Expiration Date</i>

10. *If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the California State Licensing Board (CSLB) records who meet(s) the experience and examination requirements for each license.*

11. *Has your firm changed names or license number in the past five years?*

☐ Yes ☐ No

If “yes,” explain on a separate signed page, including the reason for the change.

12. *Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?*

☐ Yes ☐ No

If “yes,” explain on a separate signed page, including the reason for the change.

13. *Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?*

☐ Yes ☐ No

If “yes,” explain on a separate signed page.

Disputes:

14. *At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?*

☐ Yes ☐ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner’s address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

15. *In the last five years has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?*

NOTE: “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to Part II question 1c or 1d on this form.

☐ Yes ☐ No

If “yes,” explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify the name of the company, the name of the person within your firm who was associated with that company, the year of the

event, the owner of the project, the project and the basis for the action.

16. *In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?*

☐ Yes ☐ No

If “yes,” explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

* * * * *

NOTE: The following two (2) questions, refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes with amounts of less than \$50,000.

17. *In the past five years has any claim **against** your firm concerning your firm’s work on a construction project been **filed in court or arbitration**?*

☐ Yes ☐ No

If “yes,” on separate signed page identify the claim(s) and provide the project name, date of the claim, name of claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. *In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration**?*

☐ Yes ☐ No

If “yes,” on separate signed page identify the claim and project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

19. *At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?*

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. *In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?*

☐ Yes ☐ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits:

21. *Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?*

☐ Yes ☐ No

If "yes," explain on a separate signed page, identifying who was involved, name of the public agency, date of the investigation and the grounds for the finding.

22. *Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?*

☐ Yes ☐ No

If "yes," explain on a separate signed page, identifying who was involved, name of the public

agency, date of the conviction and the grounds for the conviction.

23. *Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?*

☐ Yes ☐ No

If “yes,” identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Bonding:

24. *Bonding Capacity: Provide documentation from your surety identifying the following:*

Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

25. *If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.*

26. *List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:*

27. *During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?*

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

28. *Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?*

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include the information about the citation.

☐ Yes ☐ No

If “yes,” attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. *Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?*

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

30. *Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?*

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

31. *How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?*

☐ Once each week or more often
☐ Less than once each week

32. *Within the last five years has there ever been a period when your firm had employees but was without workers’ compensation insurance or state-approved self-insurance?*

☐ Yes ☐ No

If “yes,” please explain the reason for the absence of workers’ compensation insurance on a separate signed page. If “No,” please provide a statement by your current workers’

compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record:

33. *Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the State's prevailing wage laws?*

NOTE: *This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.*

☐ Yes ☐ No

If “yes,” attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

34. *During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **Federal Davis-Bacon** prevailing wage requirements?*

☐ Yes ☐ No

If “yes,” attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

35. *Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project.*

Name: _____

Address: _____

Telephone: _____

36. *At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?*

☐ Yes ☐ No

If “yes,” provide the date(s) of such findings, and attach copies of the Department’s final decision(s).

37. *The following is required for information only and will not be used as prequalification criteria.*

In the past five years, has a governmental agency claimed that your firm violated any law, rule or regulation including the laws of any country, state or locality?

☐ Yes ☐ No

In the latter situation, indicate whether your firm has been required to pay a penalty or fine equal to greater than \$10,000 or required to take remedial action costing \$10,000 or more, or whether members of the firm have been subject to periods of incarceration of 30 days or more.

- **End of Part V -**

PART VI. RECENT CONSTRUCTION PROJECTS COMPLETED

Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.³ Names and references must be current and verifiable.

Use separate sheets of paper for each project. Use the form on the next page or substitute a similar form that has the same order of requested information.

³ *If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.*

PROJECT DATA SHEET #_____

(One data sheet per project; number each sheet)

NAME OF BIDDER: _____

<i>Project Name</i>	
<i>Project Location</i>	
<i>Owner</i>	
<i>Owner Contact Name</i>	
<i>Owner Contact Phone #</i>	
<i>Architect or Engineer (A/E)</i>	
<i>A/E Contact Name</i>	
<i>A/E Contact Phone #</i>	
<i>Construction Manager Name</i>	
<i>Construction Manager Phone #</i>	
<i>Description of Project and Scope of Work Performed</i>	
<i>Total Value of Construction (including change orders)</i>	
<i>Original Scheduled Completion Date</i>	
<i>Time Extensions Granted (number of days)</i>	
<i>Actual Date of Completion</i>	

– End of Part VI –

PART VII: PROPOSAL EVALUATION, SCORING MATRIX, AWARD

GENERAL CONTRACTOR SELECTION PROCESS:

The General Contractor will be selected from a competitive bidding process as providing the best value to complete the work, not necessarily the lowest bid, but one that combines the required experience, availability to start immediately, superior work history, reference support and pricing that gives the bidder the highest score. The three highest scoring qualified applicants will be interviewed by phone, then one selected as Contractor after communication with their references.

BID COMPARISON AND AWARD

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give in sums as stated in the Request for Proposals Inviting Bids, a faithful Performance Bond with surety satisfactory to the Owner within the ONE MONTH after the undersigned has received notice of the award of the Contract from the Owner and that the Contract is ready for signature, the Owner 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 Owner has the option of hiring another Contractor.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Bid.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and a total for the item 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 the item, the unit price shall prevail; provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.

The quantities listed in the Proposal are approximate only. Payment for work done will be made at the contract unit prices bid as applied to the quantities actually constructed or installed.

SCORING MATRIX

Category	Number of Points (partial points awarded up to max value)
Qualifications: Fully capable, qualified, insured, and licensed to provide the requested services.	20
Experience: Contractor has greater than ten years of experience as General Contractor for construction of large transportation bridges and performed civil and structure work on State of California highways In the past five (5) years	20
Budget: Budget is below not-to-exceed maximum of \$7M including bonding, bid sheet clearly filled out, reasonable unit bds, and mathematically correct, can demonstrate prevailing wage compliance,	20
Technical: Proven track record of working effectively with civil and structural engineers, permitting specialists, and contracting geological, seismological, and geotechnical engineering services; effective coordination with steel fabricator and erecting teams.	10
Environmental: Committed to implementing environmental and cultural BMPs during construction	10
Work history: Three references and examples of similar work. Demonstrates company stability and bond history.	10
Location: Experience with civil, structural work in Southern California, working with County of San Diego. Office locations, including primary office, with project manager and subcontractors identified.	5
Project Scope: Demonstrates understanding of project, presents construction timeline and subs. Proposal follows RFP structure.	5
TOTAL	100

– End of Part VII –

PART VIII. GENERAL PROVISIONS

1. **INDEPENDENT CONTRACTOR.** At all times during the term of this Contract, Contractor shall be an independent contractor and shall not be an employee of CalTrout. Contractor will not be eligible to participate in any welfare or benefit plans of CalTrout. Contractor shall complete the Work in accordance with currently approved methods and practices in Contractor's field. CalTrout shall have the right to control Contractor only with respect to specifying the results to be obtained from Contractor pursuant to this Contract. CalTrout shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Likewise, no relationship of employer and employee is created by this Contract between CalTrout and Contractor or any subcontractor or employee of Contractor. Nothing contained in this Contract shall be construed as limiting the right of Contractor to engage in Contractor's profession separate and apart from this Contract so long as such activities do not interfere or conflict with the performance by Contractor of the obligations set forth in this Contract. Interference or conflict will be determined at the reasonable discretion of CalTrout.
2. **STANDARD OF PERFORMANCE AND WORK SPECIFICATIONS.** Contractor shall complete the Work required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. The Work as defined in the Request for Proposal is to construct the Sandia Creek Drive steel bridge crossing the Santa Margarita River, and associated tasks and coordination necessary to complete this Work. Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the work. Contractor warrants to CalTrout that all materials and equipment furnished shall be new, free from faults and defects and of good quality. Contractor hereby warrants its work against all deficiencies and defects. During the term of this warranty, Contractor shall, without delay, provide all materials, parts, equipment and labor, at its own expense, which are necessary to repair and/or correct any and all defects, installation or operational failures in the equipment from any cause so that said Work will function successfully as originally contemplated. Notwithstanding the foregoing, Contractor shall not be required to bear the expense of correction of any failure in the equipment that is caused by the sole or active negligence or willful misconduct of CalTrout. Should Contractor fail to act promptly or in accordance with this requirement, or should the situation require that repairs or replacements be made before Contractor can be notified, CalTrout may, at its option, make the necessary repairs or replacements or perform the necessary work and Contractor shall pay to CalTrout the actual cost of such repairs. Contractor shall also pay to CalTrout any attorneys' fees incurred to enforce this guaranty.
3. **PERMITS AND COMPLIANCE.** Contractor, shall protect all materials to be used in the Work in accordance with the specifications and shall remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to remove debris, CalTrout may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the compensation amount. Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work. Contractor shall also keep itself fully informed of and comply with all applicable laws including existing and future state and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

4. TIME. Contractor shall devote such time to the Work pursuant to this Contract as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Contract. Time is of the essence of this Contract. Contractor shall provide CalTrout with scheduling information in a form acceptable to CalTrout, including any changes made by CalTrout in the scheduling of work. Contractor shall coordinate its work with that of the General Contractor and all other contractors, subcontractors and suppliers so as not to delay or damage their performance. If failure to communicate between Contractor and General Contractor results in delay of Contractor Work, Contractor is responsible for bearing the expense of delay and completing the work. It is further agreed that in case Contractor fails to complete the Work in all parts and requirements within the term of this Contract, CalTrout shall have the right to extend the term or not, as may seem best to serve the interest of CalTrout; and if it decides to extend the term CalTrout shall further have the right to charge to the Contractor, or its sureties, and to deduct from the payment for the Work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension. In the event that Contractor's work is delayed for any reason, including acts of CalTrout, Contractor's sole remedy shall be an extension of time equal to the period of delay, provided Contractor has given CalTrout written notice of the commencement of delay within forty-eight (48) hours of its occurrence. If CalTrout accepts any work or makes any payment under this Contract after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Contract provisions regarding time of completion and liquidated damages.

5. CHANGES IN WORK.

a. Contractor shall make no changes in the Work without written direction from CalTrout or Engineer of Work. Contractor shall not be compensated for any change made without any such written direction. No changes in the Work covered by this Contract shall exonerate any surety or any bond given in connection with this Contract.

b. If CalTrout directs the Contractor in writing to make changes in the Work that materially affect the cost of performing the Work, the Contract price will be adjusted based on one of the following:

- i. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;
- ii. By establishment of new unit prices and related quantities for the changed Work;
- iii. By a combination of existing and new unit prices and related quantities for the changed Work; or
- iv. By mutual acceptance of a lump sum.

If CalTrout directs the Contractor in writing to make changes in the Work that Contractor demonstrates materially affect the time required to perform the work, CalTrout will make a reasonable adjustment to the Contract Time.

6. CLAIMS. If any dispute shall arise between CalTrout and Contractor regarding performance of the Work, or any alleged change in the Work, Contractor shall give notice to CalTrout at least 48 hours prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation. The written notice of potential claims shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. If such notice is not given, the Contractor shall be barred from making any such claim for extra compensation.

CalTrout will, within a reasonable time after submission of the Contractor's claim, make decisions in writing on all claims of the Contractor. All such decisions of CalTrout shall be final unless the Contractor shall within ten (10) days after receipt of the CalTrout's decision, file with CalTrout a written protest, stating clearly and in detail the basis thereof. Such protest will be

forwarded promptly to Sandra Jacobson, CalTrout South Coast Director who will inform Al Roesberry (Chief Administrative Officer) if the potential dispute amount exceeds \$10,000, and receive approval from CAO or Finance Director within 24 hrs. The CAO or Finance Director will issue a decision upon each such protest, and the CAO or Finance Director's decision will be final. Pending such decision, the Contractor shall proceed with its work in accordance with the determination or instructions of CalTrout. It is hereby agreed that the Contractor's failure to protest the CalTrout 's determination or instructions, within ten (10) days from and after CalTrout's determinations or instructions, shall constitute a waiver by the Contractor of all its rights to further protest, judicial or otherwise.

It is the intention of this Section that the differences between the parties, arising under and by virtue of the Contract, be brought to the attention of CalTrout at the earliest possible time in order that such matters may be settled, if possible or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was timely filed.

In an emergency affecting the safety of life, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from CalTrout, is hereby permitted to act at the Contractor's discretion to prevent such threatened loss or injury, and it shall so act without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined as specified herein. Should CalTrout deem an emergency condition to exist, the Contractor shall immediately do those things and take those steps ordered by CalTrout. The decision of CalTrout in this respect shall be final and conclusive. Any claims for compensation made by the Contractor on account of emergency work shall be determined as specified herein.

7. COOPERATION AND CARE. Should construction be under way by CalTrout, other agencies or other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. CalTrout reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces. Until the final acceptance of the contract, the Contractor shall have the charge and care of the Work and of the materials to be used therein, including materials for which partial payment has been received. CalTrout shall not be held responsible for the care or protection of any material or parts of the Work prior to final acceptance.
8. DIFFERING SITE CONDITIONS. The Contractor shall promptly, and before the following conditions are disturbed, notify CalTrout in writing of any:
 - a. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - b. Subsurface or latent physical conditions at the site differing materially from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or
 - c. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

CalTrout shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents. No claim of the Contractor under this section shall be

allowed unless the Contractor has given the notice required in the Contract Documents. In the event a dispute arises between CalTrout and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from completing the Work. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law which pertain to the resolution of disputes and protests.

9. CONTRACTOR NO AGENT. This Contract does not confer upon Contractor the right to bind CalTrout by contract or otherwise, except as specifically directed by CalTrout's Executive Officer. Except as CalTrout may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of CalTrout or as an agent of CalTrout.
10. BENEFITS AND TAXES. Contractor shall not have any claim under this Contract or otherwise against CalTrout for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, and in connection therewith Contractor shall indemnify and hold CalTrout harmless from any and all liability that CalTrout may incur because of Contractor's failure to pay such taxes. CalTrout shall have no obligation whatsoever to pay or withhold any taxes on behalf of Contractor.
11. ASSIGNMENT PROHIBITED. No party to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect. However, Contractor is entitled to subcontract such portions of the work to be performed under this Contract as provided by the Contract.
12. PERSONNEL. Contractor shall assign only competent personnel to complete the Work pursuant to this Contract. In the event that CalTrout, in its reasonable discretion, at any time during the term of this Contract, desires the removal of any such persons, Contractor shall, immediately upon receiving notice from CalTrout of such desire of CalTrout, cause the removal of such person or persons.
13. COMPLIANCE WITH LAWS.
 - a. *In General*. Contractor shall comply with the common law and all laws, ordinances, codes and regulations of governmental agencies, (including federal, state, municipal and local governing bodies) applicable to the performance of the Work hereunder, including, but not limited to, all provisions of the Occupational Safety and Health Act of 1979 as amended, all applicable provisions of the Labor Code, and the Immigration Reform and Control Act of 1986.
 - b. *Licenses and Permits*. Contractor represents and warrants to CalTrout that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession. Contractor represents and warrants to CalTrout that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice its profession. Contractor's attention is directed to Business and Professions Code Section 7000 et seq. concerning the licensing of contractors. At the time Contractor submits its bid to CalTrout and all times Contractor is performing the Work, Contractor shall have a valid license issued by the Contractors State License Board in the classification required for the Work. Contractor and all subcontractors shall be licensed in accordance with the laws of this State and any contractor or subcontractor not so licensed is subject to penalties imposed by such laws.

- c. *Funding Agency Requirements.* Contractor shall comply with or provide documentation necessary for CalTrout to comply with any applicable requirements contained in the Grant Agreement(s).
- d. *Discrimination Prohibited.* Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Contractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Contractor has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section.

14. DOCUMENTS AND RECORDS.

- a. *Property of CalTrout.* All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, or other written documents or materials prepared by Contractor pursuant to this Contract shall become the property of CalTrout upon completion of the work to be performed hereunder or upon termination of this Contract. The Contractor agrees not to use for Contractor's own benefit or divulge to any third party, during the term of this Contract or at any time thereafter, the subject matter, any proprietary, internal, or confidential information belonging to CalTrout. All documents, materials, and records of a finished nature, including but not limited to final plans, specifications, video, or audio tapes, photographs, computer data, software, reports, maps, electronic files, and films, and any final revisions, prepared or obtained in the performance of this Contract, shall be delivered to and become the property of CalTrout, and Contractor further agrees that upon the expiration or sooner termination of this Contract, Contractor will deliver to CalTrout all proprietary or confidential information belonging to CalTrout. Contractor agrees to promptly disclose to CalTrout all discoveries, improvements, inventions, and proprietary data conceived or developed by the Contractor in performing services under this Contract, and agrees to execute such documents, disclose and deliver all information and data, and do all the other things which may be necessary or in the opinion of CalTrout reasonably desirable in order to effect transfer of ownership in or to impart a full understanding of such discoveries, improvements, inventions, and proprietary data to CalTrout and to no others.
- b. *Standards for Financial Management System.* Contractor and all subcontractors shall maintain fiscal control and accounting procedures which are sufficient to:
 - 1. Permit preparation of reports required by Title 48 CFR Part 31 (including those required by Title 48 CFR part 31.40 and 31.41) and statutes authorizing the grant funding this Contract.
 - 2. Permit tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

A requirement to this effect shall be placed in all subcontracts related to performance of work under this Agreement.

- c. *Retention of Records.* Contractor and its subcontractors shall establish and maintain records pertaining to this Contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles, and all records shall provide a breakdown of total costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers. Contractor shall permit CalTrout and its authorized representatives to inspect and examine Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. Until the expiration of five years after the furnishing of any services pursuant to this Contract, Contractor shall retain and make available to CalTrout or any party designated by CalTrout, upon written request by CalTrout, this Contract, and such books, documents and records of Contractor (and any books, documents, and records of any subcontractor(s)) that are necessary or convenient for audit purposes to certify the nature and extent of the reasonable cost of services to CalTrout.
 - d. *Auditor Access.* Contractor agrees that auditors of the State of California have the right to examine Contractor's records relative to the goods, services, equipment, materials, supplies or other assistance provided to CalTrout for the Project.
15. CONFIDENTIAL INFORMATION. Contractor shall hold any confidential information received from CalTrout in the course of performing this Contract in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Contract, or termination as provided herein, Contractor shall return materials which contain any confidential information to CalTrout. Contractor may keep one copy for its confidential file. For purposes of this paragraph, confidential information is defined as all information disclosed to Contractor that relates to CalTrout's past, present, and future activities, as well as activities under this Contract. Contractor acknowledges that a breach of the provisions in this paragraph may cause substantial harm to CalTrout for which monetary damages will not provide a total and adequate remedy. Accordingly, in addition to any other remedy available at law or equity, CalTrout will be entitled to preliminary and permanent injunctions restraining Contractor from performing or continuing to do any act in violation of this paragraph without showing or proving actual damage as a result thereof.
16. DISCLOSURE REQUIREMENTS. Any document or written report prepared in whole or in part pursuant to this Contract shall contain a disclosure statement indicating that the document or written report was prepared through a Grant Agreement with the State. The disclosure statement shall include the Grant Agreement number and dollar amount of all Grant Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report. If the Contractor is required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Grant Agreement amount represents compensation for multiple documents or written reports.
17. RESPONSIBILITY OF CONTRACTOR. Contractor shall take all responsibility for the Work, shall bear all losses and damages directly or indirectly resulting to Contractor, to any subcontractor, to CalTrout, to CalTrout officers and employees, or to Parties designated by CalTrout, on account of the performance or character of the Work, unforeseen difficulties, accidents, occurrences, or other causes predicated on active or passive negligence of Contractor or of any subcontractor.
18. INSPECTION AND PROTECTION OF WORK.
- a. Contractor shall make the Work accessible at all reasonable times for inspection by CalTrout and others needed for acceptance of elements of the bridge project requiring

inspection, and of the bridge as the Project. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's Work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the Work done hereunder until final acceptance by CalTrout.

- b. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, CalTrout shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.

19. UTILITY FACILITIES.

- a. Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated, or otherwise rearranged.
- b. If Contractor while performing the Work discovers utility facilities not previously identified in the Contract Documents, Contractor shall immediately notify CalTrout and the utility provider.
- c. If Contractor is required to repair damage not due to the Contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under the Changes section of this Exhibit (Section 6), including payment for costs associated with equipment on the Project necessarily idled during such work.
- d. Contractor will not be entitled to damages or additional payment for delays caused solely by the failure of CalTrout, or the utility provider, to provide for removal or relocation of existing main or trunk line utility facilities not identified in the Contract Documents, except for costs associated with equipment necessarily idled during such work.
- e. Contractor shall not be assessed liquidated damages for delay in completing the Work solely attributable to the failure of CalTrout, or utility provider, to provide for removal or relocation of existing main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy.
- f. Attention is directed to the possible existence of underground facilities not known to CalTrout, or in a location different than the Parties presumed. The Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling USA utility locator service or Mammoth Mountain Ski Area to mark utilities.

20. ENVIRONMENTAL QUALITY. Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 1857(h), Section 508 of the Clean Air Act, Title 33 U.S.C. 1368, Executive Order 11738, and Title 40 CFR part 15; applicable CEQA and 401 Certification terms; SWQMPP and SWPPP plans, and conditions set forth in the CEQA SMR Bridge Application Amendment PDS2020-LDGRMJ-30309- Revised 2022-0302 Signed CT 4-14-2022.

21. INDEMNIFICATION. Contractor and CalTrout agree that CalTrout, its employees, agents, and officials shall, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs, or any other cost arising out of or in any way related to the performance of this Contract. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to CalTrout. Contractor acknowledges that CalTrout would not enter into this Contract in the absence of the commitment of Contractor to indemnify and protect CalTrout as set forth below.

- a. *Construction.* To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless CalTrout, its employees, agents, and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs (including, without limitation, costs and fees of litigation) of any kind whatsoever without restriction or limitation, resulting from injury to or death sustained by any person (including Contractor's employees and subcontractors), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with Contractor's negligent performance of the Work,; except that said indemnity shall not be applicable to injury, death, or damage to property arising from the sole or active negligence or willful misconduct of CalTrout, its employees, agents, and officials. In instances where CalTrout's sole negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion of percentage of liability not attributable to the sole negligence of CalTrout.
- b. *Contractor Obligation.* Contractor shall be obligated to immediately defend, with counsel approved by CalTrout, any suit or action brought against CalTrout, its employees, agents, and officials, founded upon any claim of injury to or death sustained by any person (including Contractor's employees and subcontractors), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death, or damage arises out of or is in any way connected with the performance of the Work, whether or not liability is established. If it is finally adjudicated that liability was caused by the sole or active negligence or willful misconduct of an indemnified party, Contractor may submit a claim to CalTrout for reimbursement of reasonable attorneys' fees and defense costs. This indemnification and duty to defend shall extend to claims asserted after termination of this Contract for whatever reason.
- c. *Scope of Contractor Obligation.* The obligations of Contractor under this or any other provision of this Contract will not be limited by the provisions of any workers' compensation act or similar act and are not limited to the amount of any insurance proceeds. Contractor expressly waives its statutory immunity under such statutes or laws as to CalTrout, its employees and officials. Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this indemnification provision, and this indemnification shall apply whether or not such insurance policies are applicable to the damages or claims for damage subject to this indemnification provision.
- d. *Subcontractors.* Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, subtier contractor, or any other person or entity involved by, for, with, or on behalf of Contractor in the performance or subject matter of this Contract. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.
- e. *In General.* This obligation to indemnify and defend CalTrout as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Contract. Notwithstanding any other provision in this Contract, Contractor shall reimburse CalTrout for reasonable attorneys' fees or other costs incurred in enforcing the provisions of this Section 21. In addition to any remedy authorized by law, as much of the money due Contractor under and by virtue of this Contract as shall be considered necessary by CalTrout, may be retained by CalTrout until disposition has been made of any suits or claims for damage. CalTrout and Contractor shall timely notify each other of the receipt of any third-party claim relating to the contract. CalTrout shall be entitled to recover its reasonable costs incurred in providing such notification.

22. DEFAULT AND REMEDIES.

- a. *Events of default.* Each of the following shall constitute an event of default hereunder:

- i. Failure to perform any obligation under this Contract and failure to cure such breach immediately upon receiving notice of such breach, if the breach is such that CalTrout determines the health, welfare, or safety of the public is immediately endangered; or
 - ii. Failure to perform any obligation under this Contract and failure to cure such breach within fifteen (15) days of receiving notice of such breach, if the breach is such that CalTrout determines that the health, welfare, or safety of the public is not immediately endangered, provided that if the nature of the breach is such that CalTrout determines it will reasonably require more than fifteen (15) days to cure, Contractor shall not be in default if Contractor promptly commences the cure and diligently proceeds to completion of the cure.
- b. *Remedies upon default.* Upon any Contractor default, CalTrout shall have the right to immediately suspend or terminate the Contract, contract with another party to perform this Contract and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law.
- c. *No Waiver.* Failure by CalTrout to seek any remedy for any default hereunder shall not constitute a waiver of any other rights hereunder or any right to seek any remedy for any subsequent default.

23. TERMINATION.

- a. Should Contractor fail within five (5) working days from receipt of CalTrout's written notice to correct any contractual deficiencies, including but not limited to failure to perform the Work in accordance with the Contract Documents, failure to comply with the directions of CalTrout, or failure to pay its creditors, CalTrout may terminate this Contract for default. Following a termination for default, CalTrout shall have the right to take whatever steps it deems necessary to correct and complete the work and charge the cost thereof to Contractor, who shall be liable for the full cost of CalTrout's corrective action, including reasonable overhead, administrative costs, and attorneys' fees. Upon any Contractor default, CalTrout shall not only have the right to immediately suspend or terminate the Contract, but may also contract with another party to perform this Contract and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law.
- b. CalTrout may at any time terminate the Contract at CalTrout's convenience upon ten (10) days written notice to Contractor; in the event of termination for convenience, Contractor shall recover only the amount due under the contract for Work completed to the date of termination in accordance with the Contract Documents, less amounts paid to date. Contractor shall not be entitled to any claim or lien against CalTrout for any additional compensation or damages in the event of such termination.
- c. If CalTrout terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

24. BONDS. Contractor, at its own cost and expense, shall furnish a performance bond in favor of CalTrout, individually or as a co-obligee, in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. The bond shall provide that Contractor shall well and truly perform the "contract," rather than "work contracted to be done." If the latter is used, the bond may be rejected. Any bond furnished shall be executed by an admitted corporate surety insurer licensed in the State of California.

Sandia Creek Drive Steel Bridge Construction Project on Santa Margarita River – San Diego County

CalTrout shall not disburse to the Contractor payment for obligations incurred by Contractor or subcontractor of the Contractor until the Contractor submits to CalTrout a lien release corresponding to the work invoiced (and complies with other prerequisites to payment under this Contract).

25. DISPUTE RESOLUTION. The Parties shall make a good faith effort to settle any dispute or claim arising under this Contract. If the Parties fail to resolve such disputes or claims, they shall submit them to nonbinding mediation in California at shared expense of the Parties for at least eight (8) hours of mediation. If mediation does not arrive at a satisfactory result, arbitration, if agreed to by all Parties, or litigation may be pursued. In the event any dispute resolution processes are involved, each party shall bear its own costs and attorneys' fees.
26. LITIGATION. If any litigation is commenced between Parties to this Contract concerning any provision hereof or the rights and duties of any person in relation thereto, except as otherwise provided in this Contract, each party shall bear its own attorneys' fees and costs.
27. JURISDICTION AND SEVERABILITY. This Contract shall be administered and interpreted under the laws of the State of California. If any part of this Contract is found to conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this Contract shall be in full force and effect.
28. PARTIES IN INTEREST. This Contract is entered only for the benefit of the Parties executing this Contract and not for the benefit of any other individual, entity or person.
29. WAIVER. Neither the acceptance of Work or payment for Work pursuant to this Contract shall constitute a waiver of any rights or obligations arising under this Contract. The failure by CalTrout to enforce any of Contractor's obligations or to exercise CalTrout's rights shall in no event be deemed a waiver of the right to do so thereafter.
30. INSURANCE. Contractor shall procure, at its sole cost and expense, the insurance coverages set forth below with respect to Contractor's operations in completion of the Sandia Creek Drive bridge project.
 - a. Sufficiency of Insurance. Before the final execution of this contract, Contractor and any Subcontractors shall produce a standard Accord form Certificates of Insurance with Insurance Carriers acceptable to California Trout, The Certificates shall also confirm Additional Insured Provision, Subrogation Waiver Provision and forward actual endorsements from the Contractor's insurance carriers evidencing required coverage amendments.
 - b. Contractor insurance policy name as additional insured: California Trout, County of San Diego, The Wildlands Conservancy, California Department of Fish and Wildlife, California Natural Resources Agency, Wildlife Conservation Board, State Coastal Conservancy.
 - c. Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:
 - (i) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's Liability Insurance with limits of liability of not less than (i) \$1,000,000 for bodily injury by accident, each accident, (ii) \$1,000,000 for bodily injury by disease, each employee, and (iii) \$2,000,000 aggregate liability for disease, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers. The Workers' Compensation Insurance Policy must include a waiver of subrogation endorsement in favor of California Trout, County of San Diego, The Wildlands Conservancy, California Department of Fish and Wildlife, California Natural Resources Agency, Wildlife Conservation Board, State Coastal Conservancy.
 - (ii) Commercial General Liability Insurance. A comprehensive form Commercial General Liability

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Insurance policy written on an occurrence basis, in form and substance reasonably acceptable to California Trout including, without limitation, an endorsement naming CalTrout ("Additional Insureds") as additional insureds, and an express clause or endorsement under which the insurer waives the right to use the defense of "governmental function" in any suits or actions that might be brought or made against any of the Additional Insureds or their respective officials, officers, directors, trustees, employees, and agents. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$2,000,000 for each occurrence of bodily injury, fire and/or property damage and an annual aggregate of liability of not less than \$3,000,000 for bodily injury and/or property damage. An umbrella policy of \$10,000,000 is required.

(iii) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$2,000,000 per occurrence for property damage or loss.

(iv) Contractors' Pollution Liability Insurance. Contractor shall purchase and maintain in force for the duration of the Agreement and for a period of two (2) years after completion of the project, insurance for pollution legal liability applicable to bodily injury; property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Such insurance shall provide a coverage amount of not less than \$1,000,000 per occurrence.

d. Failure to Provide Insurance. If Contractor fails to furnish and maintain insurance as required herein, Owner (California Trout) may cancel contract giving 10 days notice to comply. Except as otherwise expressly provided herein, all insurance policies required by the terms hereof shall be kept in full force and effect throughout the term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by Contractor under or pursuant to this Agreement.

e. Deductibles and Self-Insured Retentions. Contractor shall disclose the self-insured retentions and deductibles before beginning any of the Work called for by any term of this Contract. Any self-insured retention or deductible is subject to approval of CalTrout. During the period covered by this Contract, upon express written authorization of CalTrout, Contractor may increase such deductibles or self-insured retentions with respect to CalTrout, its officers, employees, agents, and volunteers. CalTrout may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Contractor procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Notice of Reduction in Coverage. In the event that any coverage required under the Contract is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to CalTrout at Contractor's earliest possible opportunity and in no case later than thirty (30) days prior to the change in coverage.

Remedies. In addition to any other remedies CalTrout may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CalTrout may, at its sole option:

- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract;
- (ii) Order Contractor to stop work under this Contract or withhold any payment which becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof;

(iii) Terminate this Contract.

g. General. Each policy of insurance referred to herein shall be issued by a company legally qualified to issue such insurance in the State of California. Each policy shall provide that it shall not be canceled or materially amended except after thirty (30) days' written notice to California Trout, and that it shall not be invalidated by any act or negligence of Contractor, or its partners, directors, officers, contractors, subcontractors, sponsors, vendors, volunteers, employees or agents.

h. Indemnification. Contractor hereby releases and agrees to protect, indemnify, defend and hold California Trout, The Wildlands Conservancy, County of San Diego, California Department of Fish and Wildlife, California Natural Resources Agency, Wildlife Conservation Board, State Coastal Conservancy, their affiliates and all of their respective officers, directors, shareholders, members, volunteers, agents and employees ("Indemnified Parties") harmless from and against all liabilities, claims, losses, costs, damages, expenses (including reasonable attorneys' fees and disbursements), investigations, actions, suits, judgments and demands arising out of or in any way relating to (i) the Services; (ii) the negligence or willful misconduct of Contractor or any of its subcontractors, vendors, employees, laborers, materialmen or other suppliers in performing the Services or otherwise, provided that Contractor shall not be liable for losses, costs, damages, liabilities, expenses, actions, suits, judgments or demands resulting from the gross negligence or willful misconduct of any Indemnified Parties; (iii) Contractor's breach of any warranty or representation contained herein. If any Indemnified Party is forced to defend itself or Contractor in a suit in any way relating to this Agreement or any Services, Contractor agrees to cooperate in such defense as reasonably requested by the Indemnified Party. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

-End of Part VIII –

PART IX: LICENSES AND INSURANCE

Contractor shall procure, at its sole cost and expense, the insurance coverages set forth below with respect to Contractor's operations in completion of the Sandia Creek Drive bridge project.

Sufficiency of Insurance. Before the final execution of this contract, Contractor and any Subcontractors shall produce a standard Accord form Certificates of Insurance with Insurance Carriers acceptable to California Trout, The Certificates shall also confirm Additional Insured Provision, Subrogation Waiver Provision and forward actual endorsements from the Contractor's insurance carriers evidencing required coverage amendments.

Contractor insurance policy name as additional insured: California Trout, County of San Diego, The Wildlands Conservancy, California Department of Fish and Wildlife, California Natural Resources Agency, Wildlife Conservation Board, State Coastal Conservancy.

Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's Liability Insurance with limits of liability of not less than (i) \$1,000,000 for bodily injury by accident, each accident, (ii) \$1,000,000 for bodily injury by disease, each employee, and (iii) \$2,000,000 aggregate liability for disease, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers. The Workers' Compensation Insurance Policy must include a waiver of subrogation endorsement in favor of California Trout, County of San Diego, The Wildlands Conservancy, California Department of Fish and Wildlife, California Natural Resources Agency, Wildlife Conservation Board, State Coastal Conservancy.

(b) Commercial General Liability Insurance. A comprehensive form Commercial General Liability Insurance policy written on an occurrence basis, in form and substance reasonably acceptable to California Trout including, without limitation, an endorsement naming CalTrout ("Additional Insureds") as additional insureds, and an express clause or endorsement under which the insurer waives the right to use the defense of "governmental function" in any suits or actions that might be brought or made against any of the Additional Insureds or their respective officials, officers, directors, trustees, employees, and agents. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$2,000,000 for each occurrence of bodily injury, fire and/or property damage and an annual aggregate of liability of not less than \$3,000,000 for bodily injury and/or property damage. An umbrella policy of \$10,000,000 is required.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$2,000,000 per occurrence for property damage or loss.

(d) Contractors' Pollution Liability Insurance. Contractor shall purchase and maintain in force for the duration of the Agreement and for a period of two (2) years after completion of the project, insurance for pollution legal liability applicable to bodily injury; property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Such insurance shall provide a coverage amount of not less than \$1,000,000 per occurrence.

(e) Failure to Provide Insurance. If Contractor fails to furnish and maintain insurance as required herein, Owner (California Trout) may cancel contract giving 10 days notice to comply. Except as otherwise expressly provided herein, all insurance policies required by the terms hereof shall be kept in full force and effect throughout the

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term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by Contractor under or pursuant to this Agreement.

(f) Deductibles and Self-Insured Retentions. Contractor shall disclose the self-insured retentions and deductibles before beginning any of the Work called for by any term of this Contract. Any self-insured retention or deductible is subject to approval of CalTrout. During the period covered by this Contract, upon express written authorization of CalTrout, Contractor may increase such deductibles or self-insured retentions with respect to CalTrout, its officers, employees, agents, and volunteers. CalTrout may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Contractor procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Notice of Reduction in Coverage. In the event that any coverage required under the Contract is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to CalTrout at Contractor's earliest possible opportunity and in no case later than thirty (30) days prior to the change in coverage.

Remedies. In addition to any other remedies CalTrout may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CalTrout may, at its sole option:

Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract;

Order Contractor to stop work under this Contract or withhold any payment which becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof;

Terminate this Contract.

(g) General. Each policy of insurance referred to herein shall be issued by a company legally qualified to issue such insurance in the State of California. Each policy shall provide that it shall not be canceled or materially amended except after thirty (30) days' written notice to California Trout, and that it shall not be invalidated by any act or negligence of Contractor, or its partners, directors, officers, contractors, subcontractors, sponsors, vendors, volunteers, employees or agents.

(h) Indemnification. Contractor hereby releases and agrees to protect, indemnify, defend and hold California Trout, The Wildlands Conservancy, County of San Diego, California Department of Fish and Wildlife, California Natural Resources Agency, Wildlife Conservation Board, State Coastal Conservancy, their affiliates and all of their respective officers, directors, shareholders, members, volunteers, agents and employees ("Indemnified Parties") harmless from and against all liabilities, claims, losses, costs, damages, expenses (including reasonable attorneys' fees and disbursements), investigations, actions, suits, judgments and demands arising out of or in any way relating to (i) the Services; (ii) the negligence or willful misconduct of Contractor or any of its subcontractors, vendors, employees, laborers, materialmen or other suppliers in performing the Services or otherwise, provided that Contractor shall not be liable for losses, costs, damages, liabilities, expenses, actions, suits, judgments or demands resulting from the gross negligence or willful misconduct of any Indemnified Parties; (iii) Contractor's breach of any warranty or representation contained herein. If any Indemnified Party is forced to defend itself or Contractor in a suit in any way relating to this Agreement or any Services, Contractor agrees to cooperate in such defense as reasonably requested by the Indemnified Party. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

-End of Part IX-

PART X: REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

3.1. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

This Offeror represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by:

Certifying Government Agency: _____

Certification #: _____

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1.** Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2.** Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- 4.3.** Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1.** The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
 - 6.2.** Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
 - 6.3.** No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
- 7.** The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

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CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: _____

Signature: _____

Title: _____

Date: _____

Company/Organization: _____

NONDISCRIMINATION ASSURANCES

CalTrout hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for award.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the “contractor”) agrees as follows:

(1) Nondiscrimination: Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, Department of Transportation, Title 49, Code of Federal Regulations, Part 21.

(2) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by contractor for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by contractor of contractor's obligations under this contract and the Regulations relative to the nondiscrimination on the grounds of race, color, sex, national origin, religion, age, or disability.

(3) Sanctions for Noncompliance: In the event of contractor's noncompliance with the nondiscrimination provisions of this contract, County shall impose such agreement sanctions as it or the State and/or FHWA may determine to be appropriate, including, but not limited to: withholding of payments to contractor under the contract until the contractor complies; and/or cancellation, termination or suspension of the contract, in whole or part.

Contractor shall take such action with respect to any subcontract or procurement as County or State may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, contractor may request County to enter into such litigation to protect the interests of the County, and, in addition, contractor may request the United States to enter into such litigation to protect the interests of the United States.

-End of Part X –

PART XI: DESIGNATION OF SUBCONTRACTORS

Set forth below is the full name and the location of the place of business of each Subcontractor whom the Bidder proposes to subcontract portions of the work in excess of one-half of one percent of the total bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work which will be done by each Subcontractor for each subcontract.

NOTE: The Bidder understands that if the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bid, or, in the case of construction of streets or highways, including bridges, in excess of one-half of one percent of the bid or \$10,000, whichever is greater, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the work except in cases of written approval of California Trout or public emergency or necessity, and then only after a finding, reduced to writing as a public record of the setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code).

All information for each Portion of Work to be Subcontracted is required at the time of bid submittal.

DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____

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DESIGNATION OF SUBCONTRACTORS				
PORTION OF WORK TO BE SUBCONTRACTED		BUSINESS NAME AND ADDRESS	PERCENTAGE OF TOTAL CONTRACT	LICENSE NO.
ITEM NO.	DESCRIPTION OF WORK			
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____

TOTAL % SUBCONTRACTED _____

Name of Bidder _____