

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

RFP RELEASE DATE: 12/16/2025

BID CLOSING DATE: 1/15/2026

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

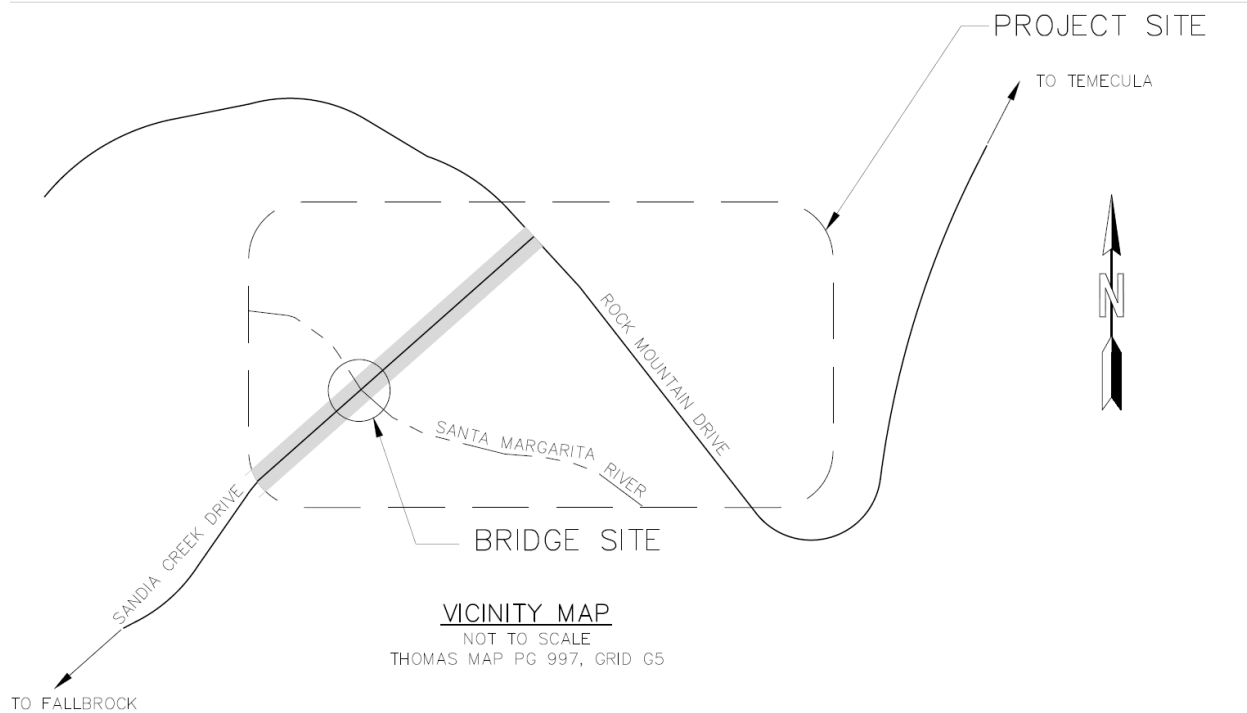
AND FUNDING AGENCIES:
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE,
CALIFORNIA NATURAL RESOURCES AGENCY,
WILDLIFE CONSERVATION BOARD,
CALIFORNIA STATE COASTAL CONSERVANCY
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

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

PROJECT LOCATION





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:



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Long Beach, California 90802
(562) 437-9100 Fax (562) 437-9200

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



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Izzat Hasayen, P.E. KPFF, Inc.

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GENERAL INFORMATION FOR BIDDERS

Civil plans: <https://californiatroutinc.box.com/s/84tiqlw5nzwol5ypih8js0acrt58evd>

Structural plans: <https://californiatroutinc.box.com/s/ygsk3mh7617uxpegehqe9ekma0f3lzv>

Std Specs: <https://californiatroutinc.box.com/s/rg7mxzftetnpr04yirh6s36ecwb5c7>

Temp Bypass Layout: <https://californiatroutinc.box.com/s/o66c9yr1coxkww780g8aso39mo0donf>

Temp Bypass with Drainage: <https://californiatroutinc.box.com/s/3jpypi4iwwpr84r12l9jaz132yz23e7>

Geotech Report: <https://californiatroutinc.box.com/s/blbfou4m2lwuwz8n86dfmv19lc323rx5>

Construction Sequence Exhibits: <https://californiatroutinc.box.com/s/qu6ojnti8hqrn476olriy0ll6e4rcifi>

Construction APE & Project Desc: <https://californiatroutinc.box.com/s/yvktbnv57605wm85neczf2sb66xamapu>

3D Vis Sim Bridge: <https://californiatroutinc.box.com/s/44ej33hhirk198o1kuws9cmrklr8deql>

Arborist Report Oak Tree: <https://californiatroutinc.box.com/s/sr7y1yv9q1aq5liw9doi89wcb0yhyzw9>

SWPPP: <https://californiatroutinc.box.com/s/o68ch0roav2bpcklmx2apgvlfuyn06o>

Crane Pad Detail: <https://californiatroutinc.box.com/s/177fbwl9unuboy9te6f88u9nkr80mlyi>

Bypass Road Pot-holing Soil <https://californiatroutinc.box.com/s/iekern1jooaz4ot32nh7lvvr350ie1lf>

RFP TIMELINE

Event	Date
RFP Distribution (Contractor Site Visit 12/19 and 1/7)	12/16/2025
Deadline for submission of proposals	1/15/2026
Contractor Selection	1/22/2026

Project Timeline

Event	Date
Contract Executed	1/31/2026
Work Start	2/16/2026
Work Completion	8/15/2027

The Standard Specifications for this project are the Standard Specifications of the State of California, Department of Transportation, dated 2023; 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/dirdatabases.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).

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 on 12/19/2025 at the Santa Margarita Trail Preserve parking lot at 4251 River Edge Rd, Fallbrook, CA 92028, 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.

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

CIVIL CONTRACTOR WORK FOR 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 Region
California Trout

Office location:
California Trout
411 Camino del Rio South, Suite 106
San Diego 92008

Proposals Due on 1/15/2026 by 5:00 p.m. PST

**Contractor Site Visits (Not required for bid) Fri 12/19/2025 and Wed 1/7/2025
at 10 a.m. – 12 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 five years of experience in civil construction work in environmentally sensitive areas, and performed civil work on State of California roadways, in the past ten 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 complete the civil work for the bridge project, and coordinate with other contractors leading the bridge structural work and steel girder erecting over the Santa Margarita River.
- 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 \$1,000,000 per occurrence and \$2,000,000 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. 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?

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

☐ Yes ☐ No

6. 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

7. 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:

8. 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, SCOPE OF WORK

III(A) PROJECT DESCRIPTION

The project consists of the removal and replacement of an aging low-flow and flood-prone concrete box culvert river crossing over the Santa Margarita River via Sandia Creek Drive. The project site is approximately 2 miles north of the village area of Fallbrook and 43 feet southwest of the intersection of Rock Mountain Drive and Sandia Creek Drive where Sandia Creek Drive crosses the Santa Margarita River (Assessor's Parcel Number 102-250-24-00) in the Fallbrook Community Planning Area of unincorporated San Diego County, California. This RFP is specifically to contract a civil contractor in a phased approach to complete Phase 1 (earthwork, roadway and bypass construction and association traffic control, minor utility relocation, parking lot ramp and drainage construction), and Phase 2 (roadway tie-ins and demo of existing structure at the end of the project) in close coordination with the structural contractor Granite Construction Company who will be doing the steel bridge construction, and Stinger Bridge and Iron who will sub-contract erecting the steel structure. Project site kmz:

<https://californiatroutinc.box.com/s/jbz8gzvrfq3gufnt2mhykrrv6ic4dye7>

The box culvert crossing, which has created a significant fish passage barrier for endangered Southern steelhead in the Santa Margarita River, will be removed following construction of a new steel bridge. The new bridge will span the river (463 feet in length), with an abutment at either end of the bridge, mechanically stabilized earth (MSE) walls at the south abutment, and two piers in between. The bridge will have three sections of 165, 160, and 130 feet in length; and two paved traffic lanes (12 feet wide each) with two shoulders (8 feet wide each) within a 68-foot-wide road right-of-way.

The new bridge (PDS2024-LDPCHG-01376) is a re-design of the original alignment 160 feet downstream. The previously approved bridge design was pivoted and realigned after construction started in January 2023 to the new proposed location immediately downstream and adjacent to the existing box culvert structure so as not to develop over a culturally sensitive area. During re-design, Pechanga Band of Indians has been in tribal consultation with NOAA from 2023-2025 to achieve a mutually acceptable and culturally sensitive and environmentally sound solution. The bridge approach will utilize the existing Sandia Creek Drive on the south side of the river until it becomes the approach to the bridge where it rises 5 feet over a distance of 233 feet to arch over the river, ranging in elevation from 359 feet above mean sea level at the northern abutment to just under 364 feet near the center of the bridge. The new bridge is designed to pass the 100-year peak discharge with 1 foot of freeboard, pursuant to the San Diego County Hydraulic Design Manual. The river flows year-round at 3-5 cfs and exhibits flashy flows upon significant rain storms, with recorded flows >10,000 cfs.

The new bridge will be constructed approximately 55 feet downstream of the existing box culvert crossing. The existing box culvert crossing on Sandia Creek Drive will remain open to traffic during construction of the new steel bridge. Automobile traffic on this rural but heavily used Minor 2C collector road will be routed onto a one-lane temporary bypass on the south side of the river during the 18 months of construction. A trail has already been constructed at the south end of the construction zone at Sandia Creek Drive to route hikers and equestrians around the project site, and then reconnect with the existing parking lot on the east side. This maintains access to the Santa Margarita Trail Preserve trailhead from the parking lot. Construction of this span bridge, and removal of the existing crossing after construction, will occur over a period of approximately 18 months, **starting mid-February 2026**. It is imperative that clear & grub and grading are finished by March 15th 2026 to avoid regulatory restrictions due to nesting birds.

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 re-initiate construction in February 2026, pending final approval of design plans by County of San Diego and issuance of construction permit, and completion of Section 106 tribal consultation and SHPO approval. Funding for the \$18M bridge Project is secured from state and federal agencies, with an Estimate of Probable Cost of \$3,500,000 available for the Civil Contractor including bonding. The steel fabrication, delivery, and erection on site by Stinger Bridge and Iron, and the structural work on the bridge by Granite Construction Co. is **not** to be included in the civil proposal.

The Construction Manager is responsible for the Project overall, and will coordinate closely with the Structural Contractor, Civil Contractor, Steel Erecting Team, Owner Representative and landowner (The Wildlands Conservancy) to ensure that crews are mobilized in the correct time frame and efficiently integrate all phases of the project. The project location is a nature preserve owned and operated by The Wildlands Conservancy. The public uses a trailhead facility immediately adjacent to the project site. Continuous access for the landowner and the public to the Sandia Creek Trailhead is to be maintained to the maximum extent possible.

III(B) PROJECT BID SCHEDULE

SCHEDULE, STAGING AND MOBILIZATION

See Construction Sequence Exhibits – overview is on Fig 1-5 Operations

<https://californiatroutinc.box.com/s/qu6ojnti8hqrn476olriy0ll6e4rcifj>

Project Description to accompany exhibits:

<https://californiatroutinc.box.com/s/auz0stggrz3odt1b61lmcfsm5xgukgl>

PHASE 1 – MOBILIZATION AND BYPASS ROAD

- Mobilization, Utility Relocation, Install Wildlife Exclusion Fence, Temporary BMPs, Clear & Grub
 - o Start Date 2/16/2026
 - o End Date 3/13/2026
- Bypass Road, CIDH Access
 - o Start Date 3/16/2026
 - o End Date 4/17/2026

PHASE 2A – BRIDGE CONSTRUCTION (BY OTHERS)

- Ground Improvements Abutment 1 and 4; CIDH Install Pier 2,3; Substructure; Steel erecting; Superstructure
 - o Start Date 5/4/2026
 - o End Date 3/30/2027

PHASE 2B – PARTIAL ROADWAY AND MSE WALL CONSTRUCTION

- o Start Date 10/1/2026
- o End Date 10/30/2026

PHASE 3 – FINAL ROADWAY AND MSE WALL CONSTRUCTION

- o Start Date 4/1/2027
- o End Date 5/31/2027

PHASE 4 – BRIDGE REMOVAL AND SITE RESTORATION

- o Start Date 6/1/2027
- o End Date 8/15/2027

III(C) SCOPE OF WORK

GENERAL – PRICING

This is a lump sum bid with Opinion of Probable Cost of \$3,500,000. Proposals submitted below this price will be the most competitive in the scoring matrix (see Section VII). Respondent will demonstrate understanding of the civil scope by submitting a Work Plan outline, describing how each phase will be implemented, schedule, how soil will be moved and stored, and underlying assumptions. The respondent will also provide a Schedule of Values for linear ft and Cubic Yard items.

GENERAL – STAGING YARD AND ONSITE FACILITIES

See **Exhibit 1** Fig 1-5 Construction Operations at the following link:

<https://californiatroutinc.box.com/s/qu6ojnti8hqrn476olriy0ll6e4rcifj>

GENERAL – SOILS MANAGEMENT

Please note this site is a Culturally Sensitive location and involves the following requirements.

See **Exhibit 2**: Soils Balance and Management at the following link:
<https://californiatroutinc.box.com/s/pmwwuug312zk60y154ca37nmh6mw21q>

Furthermore, the restrictions for the Soils Management includes the following constraints and requirements. No soil can be exported from the project site, and all work must be performed within the Project Impact Area. Excavation of soil will be monitored by a Tribal Monitor (provided by Others) and the Contractor must abide by the Mitigation and Discovery Protocols. In the event cultural items and remains are discovered, all work must cease within 100 ft of the discovery, and the Construction Manager must be notified. The Construction Manager will coordinate and consult with the landowner, the Pechanga Band of Indians and NOAA. The Civil Contractor shall be compensated for impacts as detailed in Optional Bid Item 01 on the Bid Schedule and further specified below.

No excavated soil can be placed as fill beneath permanent improvements unless further clarified within this section. Excavated soils may be used as fill outside of permanent improvements within the limits of the project. Soils excavated from the Bypass Road may be used for the Crane Access Road construction and filling and re-grading the Bypass Road at the end of construction. Additionally, soil excavated onsite may be used as Scour Hole Fill. All surplus excavated soils will be stockpiled in the Staging Yard per **Exhibit 2**.

Respondent's bid price shall include the following by Bid Item.

BID ITEM 01 – PRECONSTRUCTION LAYOUT AND SURVEY

This item includes but not limited to all survey for remaining improvements not performed by Others. Note - F3 & Associates will be performing survey scope of the Bridge (constructed by Others).

BID ITEM 02 – CONSTRUCTION DOCUMENTATION AND GENERAL CONDITIONS

This item includes but not limited furnishing and installing the Fire Water Supply; all Quality Control testing for all remaining scopes including but not limited to asphalt, aggregate base, soils compaction, concrete flatwork. Note - Twining performing Quality Control Testing for the Bridge scope (constructed by Others).

BID ITEM 03 – MOBILIZATION AND EROSION CONTROL

All equipment must be stored in the laydown area north of river. During the six month pause in civil work while bridge is being constructed by others, civil contractor equipment should be removed. Refer to **Exhibit 1 and Exhibit 2**.

Erosion Control includes furnishing and installing all BMPs per Plan Sheets 51-53 (C5-C7) and in accordance with Section 13 of the Specifications and SWPPP plan. This work includes but is not limited to silt fence, construction entrances/exits, temporary bonded-fiber matrix, fiber rolls, check dams, final aggregate slope installation, wildlife exclusion fence, street sweeper, concrete washouts for civil scope and soils stockpile management.

Erosion Control also includes performing maintenance of BMPs during Stages 1, 2a (monthly inspections), 2b, 3 and 4 including Inspections and Reports. The current Structural Contractor is responsible for the Amendment and Transfer of the current SWPPP plan to Civil Contractor. Work will be performed per Specification Section 13 Water Pollution Control.

BID ITEM 04 – GRADING AND CLEARING

This work includes but is not limited to Clearing & Grubbing as necessary to perform all scopes of work and Specifications Division 3 Earthwork and Landscape and within the Project Impact Area. Note - JV Land Clearing has previously provided sub pricing for this scope. All vegetation cleared <12 inches in diameter

will be chipped and remain onsite, spread at north laydown area no more than 2 inches thick; see **Exhibit 2: Soils Balance and Management**. Trees >12 inches diameter (dbh) can also be grubbed and remain onsite, and stockpiled in the Staging Yard.

This item also includes installation, maintenance and removal of the Crane Access Road and Pad; See <https://californiatroutinc.box.com/s/177fbwl9unuboy9te6f88u9nkr80mlyi> and installation of a Wildlife Exclusion Fence per the WEF Plan at: <https://californiatroutinc.box.com/s/pnvzfy3at3b4g3174ze1cz6br4kc01rq>

BID ITEM 05 - UTILITIES

This work includes furnishing and installation of all utility and drainage construction including but not limited to Catch Basins, Headwalls, Vegetated Swale, Velocity Dissipation, Storm Drains at Parking Lot (including restoration of Parking Lot), and Trench Drains at Parking Lot to run subsurface drain. The following link <https://californiatroutinc.box.com/s/xjh6dbg8ibcnj6p7grifzf113h8juyfw> includes the APE exhibit showing drainage positions. The bioswale will be one of the last things constructed because this slope is where laydown yard is located.

The coordination of SDGE and ATT utilities relocation will be done by the Construction Manager. The electrical utility work includes consolidating existing lines to one pole, removing two existing poles, and removing an existing utility box. ATT and SDGE will perform their respective functions upon NTP from Owner. Two of the poles adjacent the current utility box will be removed and their lines consolidated to the third pole. A new utility box will be installed on the western edge of the Preserve parking lot and utilities will be tied into that box from the consolidation pole.

BID ITEM 06 – ROADWAY CONSTRUCTION

This item includes all work to perform permanent roadway construction per phasing including but not limited to Demolition of existing roadway; Grading, Roadway Base Rock; Asphalt Pavement; Permanent Guard Rail; Pavement Markings; Final Grind and Overlay; and any temporary staging improvements necessary to construct the roadway per the phasing. The southernmost 50 feet of the east side of the recontoured Bypass Road will require permanent stabilization; this design is pending and will be addressed via Contract Change Order; the permanent stabilization will likely involve a geo-grid reinforced slope.

Please note Ferriera will be performing the guard rail construction on the bridge deck and has previously priced the roadway guardrail. Additionally, Payco has previously provided a striping quote for this project.

BID ITEM 07 – ROCK SLOPE PROTECTION

This item includes all work required to furnish and install the RSP including but not limited to excavation, furnishing, installing and backfilling of RSP. Please note - RSP will be installed in Phase 2b after the Bridge Superstructure is constructed

BID ITEM 08 – BRIDGE DEMOLITION

This item includes removal of the existing bridge including any necessary dewatering or surface water management in accordance with the Project Specifications and Regulatory Permits, including but not limited to methods to manage debris from discharging into the surface waters. Removal includes but is not limited to the removal of the Box Culvert and Structure; remove Sheet Piling; excavation and grading adjacent to Existing Bridge to final design including slope paving removal; and removal of Eco Blocks and Signage.

BID ITEM 09 – SITE RESTORATION

This bid item includes filling the scour hole on north-east downstream side of existing box culvert. See documents at link below for Site Restoration scope to be performed by Owner

- <https://californiatroutinc.box.com/s/fg8yzo5ttfk27pjwulz1la6tc4ob6x75>

BID ITEM 10 – BYPASS ROAD

This item includes all work required to construct and remove the Bypass Road. For further information, please reference the following links:

<https://californiatroutinc.box.com/s/auz0stgqrz3odt1b61lmcfsmp5xgukgl> and Fig 1-6

<https://californiatroutinc.box.com/s/hbavl7rujza754f5u9qr4624ks46giu3>

The Bypass Road construction includes but it not limited to demolition, soil transfer to designated area(s), initial grading, Aggregate Base and Asphalt, temporary hillside stabilization, removal of Bypass Road, and final slope fill and finish grades. Pricing should include temporary stabilization of the slope on the bypass road. Soil sampling via auger was performed at eight sites on the bypass area in October 2025. The Bypass Soil Sampling and Pothole Work Plan, sampling photos and results are at:

<https://californiatroutinc.box.com/s/iekern1jooaz4ot32nh7lvvr350ie1lf>

BID ITEM 11 – PAVEMENT MARKINGS

This item includes furnishing and installing all permanent Pavement Markings per plans and specs. Note, Payco has previously provided subcontractor pricing for this scope.

BID ITEM 12 – GATE & BOULDER RELOCATION

This bid item includes removal and reinstallation of the gates and boulders at the parking lot entrance including new foundations.

BID ITEM 13 - MSE WALLS

This item includes all work required for the full construction of the MSE walls including but not limited to structural excavation and all backfill, MSE panels, footing construction, temporary retaining wall for staged MSE construction (i.e. Hilfiker wall), moment slabs and MSE Wall Sub-drain. See Construction Sequence exhibits Fig 1-7 Bridge work illustrating the limits of excavation and backfill between the Civil and Structural Subcontractors.

BID ITEM 14 – TRAFFIC CONTROL

This item includes furnishing, installing and maintaining all traffic control required to construct the project in the phasing detailed above. This work includes (1) Initial Traffic Control Design Plan for approval by /county of San Diego, followed by Setup Prior to Bypass Road Construction including Construction Area Sign Installation, and Asphalt Demolition and Patch Back for Ground Improvements Access; (2) Traffic Control by Bypass Road Construction including Temporary K-Rail and Crash Barrier, Temporary Striping (Note Payco has previously provided a striping quote for this project), Temporary Signals for single lane bypass (See 4-light concept for signalized traffic control:

<https://californiatroutinc.box.com/s/maukz7p4sosfcuzv5qmquytjqg4g4rup>) and Traffic Control for all Civil Improvements referenced above.

BID ITEM 15 – TEMPORARY FENCE

Temporary fence will be installed along the uphill side of the bypass road to separate trail from construction zone.

OPTIONAL BID ITEM 01 – ARCHEOLOGICAL DELAYS

As referenced in Section III(C) GENERAL – SOILS MANAGEMENT, the Civil Contractor shall be compensated for archaeological impacts which impact the Critical Path of the Project and in accordance with the Project Specifications. These costs shall be limited to Field Office and Overhead only and shall be compensable per the Business Day starting on the first day of the impact and ending upon direction to proceed by the Construction Manager.

III(D) SCHEDULE OF COSTS*

Bid Item No.	Description	Qty	Unit	Unit Price	Item Cost
1	Preconstruction Survey and Layout	1	LS	\$	\$
2	Construction Documentation and General Conditions	1	LS	\$	\$
3	Mobilization and Erosion Control	1	LS	\$	\$
4	Grading and Clearing	1	LS	\$	\$
5	Utilities	1	LS	\$	\$
6	Roadway Construction	1	LS	\$	\$
7	Rock Slope Protection (2T, Class IX, Method A)	1	LS	\$	\$
8	Bridge Demolition	1	LS	\$	\$
9	Site Restoration	1	LS		
10	Bypass Road	1	LS	\$	\$
11	Pavement Markings	1	LS	\$	\$
12	Gate & Boulder Relocation	1	LS	\$	\$
13	MSE Walls	1	LS	\$	\$
14	Traffic Control	1	LS	\$	\$
15	Temporary Fence	1	LS	\$	\$
	BASE BID TOTAL	1	LS	\$	\$
	Optional Bid Item 001 – Archaeological Delays		DAY	\$	\$

- A Schedule of Values to be provided to and accepted by Construction Manager as a submittal prior to work beginning.

- End of Part 3 –

PART 4
Special Provisions for
SANDIA CREEK DRIVE BRIDGE REPLACEMENT CONSTRUCTION

1. Use of Caltrans Division 1 Standard Specifications Sections shall be utilized as indicated by Caltrout's Contract and General Provisions unless specifically addressed in these Special Provisions.

ORGANIZATION

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

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

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

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DIVISION I GENERAL PROVISIONS
1 GENERAL

Add to section 1-1.07B:

Any and all references to the "Department" shall be revised to read "CalTrout and their representatives."

Any and all references to "METS" shall be revised to read "the Engineer."

Any and all references to "OSD Documents Unit" shall be revised to read "the Engineer."

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

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5 CONTROL OF WORK

Add to section 5-1.20A:

Coordination may include, but not be limited to:

1. Delivery of Bridge Railings, Bridge Railing Anchor Bolts, and Bridge Railing Anchor Plates to the job site by the Girder Erector.
2. Delivery of the Elastomeric Bearing Pads to the job site by the Girder Erector
3. Delivery of Joint Seal Assemblies to the job site with the Girder Erector.
4. Timing of the Structural Steel erection and traffic control requirements required for delivery of the Structural Steel with the Girder Erector.
5. Crane pad locations, falsework tower pad locations, and access road locations to be coordinated with the Girder Erector.
6. Jobsite storage areas, jobsite security, electrical power hookups, etc. with the Girder Erector.

Replace section 5-1.24 with:

5-1.24 CONSTRUCTION SURVEYS

Add to section 5-1.24:

Construction Surveying and establishment of all survey control necessary to perform the work, including steel erection by others, shall be performed by the Contractor utilizing a California registered Professional Land Surveyor.

5-1.24A General

The Contractor shall place stakes and marks in conformance with Chapter 12, "Construction Surveys," of the Department's *Surveys Manual*.

Preserve stakes and marks until they are no longer needed to perform the Work. If the stakes or marks are destroyed, the Contractor shall replace at its own cost.

5-1.24B Construction Surveys for Automated Machine Guidance

Control points shall be set to a minimum of 0.07 foot local horizontal accuracy and third order vertical accuracy standards.

For slope stakes and rough grade stakes, 6 survey control points or 2 control points per mile, whichever is greater will be required.

Set slope stakes and rough grade stakes shall be set at:

1. Conform stations
2. Beginning and end of each alignment
3. Midpoint or every 200 feet, whichever is greater, on a curve
4. Every 500 feet on tangents

Set final grade stakes in conformance with Chapter 12, "Construction Surveys," section 12.5-6 of the Department's *Surveys Manual*.

Set survey control points in conformance with section 12.1-6, "Automated Machine Guidance." When control stakes are requested, final grade stakes are set at:

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.

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
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.

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

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:

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

5-1.25G(4) Grade Verification

Replace section 5-1.26 with:

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

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

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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Add to the beginning of section 12-1

The Contractor shall prepare a phased traffic control plan and obtain a Traffic Control Plan (TCP) Permit from the County of San Diego prior to the start of construction. The TCP shall conform to San Diego Regional Standard Drawing Appendix A. Contractor shall maintain all necessary traffic control throughout project execution, including during steel erection performed by others.

The Contractor will be responsible for incorporating into the traffic control plan and providing traffic control for delivery of equipment and materials into and out of the site, including, but not limited to, delivery of the steel girders by the Girder Erector.

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13 WATER POLLUTION CONTROL

Replace qualifying precipitation event and its definition in section 13-1.01B with:

qualifying precipitation event: Storm that produces at least 0.25 inch of precipitation within a 24-hour or greater period between rain events.

Replace the introductory clause of the 1st paragraph of section 13-1.01C(1) with:

Within 24 hours after (1) the end of a storm event resulting in a discharge, (2) a nonstormwater discharge, or (3) receiving a written notice or an order from the Engineer, RWQCB or another regulatory agency, the WPC manager must submit the following information:

Replace item 2 in the list in the paragraph of section 13-1.01C(3) with:

2. Copy of the notice of intent approved by the US EPA or the RWQCB and the WPCP or SWPPP approved by the RWQCB or County if you will be operating a batch plant or a crushing plant under the National Pollutant Discharge Elimination System General Permit for Discharges from Construction Activities.

Add to the beginning of section 13-1.03A:

The Contractor shall have sufficient material required to implement all BMPs indicated in the approved WPCP.

The Contractor shall implement, maintain and inspect the following temporary sediment control practices on a year-round basis. The listed practices shall remain in place until their use is no longer needed, as determined by the Engineer.

YEAR-ROUND SEDIMENT CONTROL PRACTICES	LOCATION USED
Silt and Exclusion Fence	Project Area Limit Boundary Line
Gravel Bags	Project Area Limit Boundary Line
Stabilized Entrance / Exit	Construction Zones

In order to provide effective erosion control, the Contractor may be directed by the Engineer to apply permanent erosion control in small or multiple units. The Contractor's attention is directed to "Erosion Control (Type D)" of these special provisions.

Soil stabilization and sediment control practices conforming to these special provisions shall be in place during the rainy season between October 1st and April 30.

All exposed disturbed areas and slopes shall have erosion protection BMPs properly installed and maintained during the rainy season (October 1 through April 30). Unpaved roadways, pathways, trails and traveled ways within Contractor's onsite yards are exempt from 100% erosion control protection requirement but shall have BMPs installed such as gravel bag chevrons, where appropriate.

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 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.

Add to end of section 13-1.03C:

Inspect the concrete washouts daily if concrete work occurs daily or weekly if it does not occur daily.

Inspect paved roads at job site access points for street sweeping daily if earthwork and other sediment- or debris-generating activities occur daily, weekly if the activities do not occur daily, or if the NWS predicts precipitation.

Inspect the temporary ATS daily if ATS activities occur daily or weekly if activities do not occur daily.

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.

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.

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. Exclusion fence shall be as required by permits and as shown on the drawings, and described in the Wildlife Exclusion Fence Plan (Dudek, updated 12-1-2025) at:

<https://californiatroutinc.box.com/s/pnvzfy3at3b4g3174ze1cz6br4kc01rq>

Install the temporary silt fence shall be installed as shown on the plans. The base of the silt fence shall be secured with. 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 PROJECT AREA LIMIT line so there is a 2 feet high vertical wall on the outside of the PROJECT AREA LIMIT to prevent entry animals. The fence shall be secured vertically by two (2) inch square by 4 feet long wood posts positioned outside the PROJECT AREA LIMIT 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 PROJECT AREA LIMIT 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 PROJECT AREA LIMIT shall remain in place unless removal is directed by the Engineer. Exclusion fence shall be maintained as required by permits and to satisfaction of the Engineer.

When no longer required for the intended purpose, as determined by the Engineer, temporary silt fence and exclusion 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 and exclusion 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) and exclusion fence 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 and exclusion 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 and exclusion fence, complete in place, including gravel bags and timber posts, and maintenance and removal of temporary silt and exclusion 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 and exclusion fence required, regardless of the reason for the increase or decrease.

Add to the end of section 13-11.01A:

Water quality monitoring applies to the following work activities whenever they occur in water. This may include but not limited to

1. Crane pad excavation, compaction and fill
2. Ground Improvement installation _____
3. CIDH pile driving _____
4. Scour hole filling adjacent to existing structure
5. Demo existing box culvert structure.
6. Installation water diversion equipment

The receiving water for this project is Santa Margarita River estuary._

Civil Contractor to follow State Water Board updated Section 13 Water Pollution Control replacements for requirements in Section 13-11.01c3).

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14 ENVIRONMENTAL STEWARDSHIP

Add to section 14-6.03C:

The Contractor shall coordinate with the Owner for any California Department of Fish and Wildlife for additional restrictions and requirements for the Santa Margarita River that are not included with the contract documents.

Replace Reserved in section 14-6.03D(3) with:

Prior to the start of work, a County or Owner provided Biologist will conduct a biological resource information program to familiarize personnel with regulated species and habitats, related laws and regulations, and species protection measures and protocols. You shall contact the Engineer a minimum one working week prior to the scheduled training date for coordination with the Biologist. The training shall be conducted on-site with a minimum group of five workers.

Personnel who must complete biological resource training include laborers, tradesmen, material suppliers, equipment maintenance staff, supervisors, foremen, office staff, food vendors, and other workers who stay at the job site longer than 30 minutes.

Replace the 2nd paragraph of section 14-8.02 with:

Noise from job site activities must comply with Chapter 4 of Division 6 of Title 3 of Section 1 (commencing with Section 36.410) of San Diego County Code relating to noise control and abatement as added by Ordinance No. 9962 (New Series). This is available at:

<http://www.sandiegocounty.gov/dplu/docs/NO-401.pdf>

Do not operate construction equipment or run equipment engines from 7:00 p.m. to 7:00 a.m. or on Sundays at the job site except to:

1. Service traffic-control facilities
2. Service construction equipment

Add to section 14-11.04:

Dust control must comply with the County of San Diego Air Pollution Control District (County of San Diego APCD).

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19 EARTHWORK

Add to section 19-2.03A:

Where existing surface pavement is to be removed, the outline of the area to be removed shall be sawcut on a neat line to a minimum depth of 0.17-foot prior to removing the surfacing.

Add section 19-11:

19-11.01 GENERAL

19-11.01A General

19-11.01A Summary

Section 19-10 includes general specifications for constructing ground improvements consisting of Aggregate Columns.

The intent of the aggregate columns specified herein is to provide soil reinforcement within the limits indicated on the project drawings to achieve the degree of improvement required to meet the performance criteria in Section 19-11.01C(3) of these specifications.

The most recent version of the following testing methods may be employed:

- A. Geotechnical soil test borings (ASTM D6066) and/or Cone Penetration Test (CPT) soundings performed in accordance with ASTM D5778 standard specifications.

Reference documents as provided to the aggregate column contractor shall include:

- A. Contract documents.
- B. Geotechnical Engineering Report Proposed Sandia Creek Drive Bridge Replacement Project by Leighton Consulting, Inc. dated February 24, 2025.

19-11.01A(2) Definitions

- 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 Tampers** 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 completed within five years prior to the current contract 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.
- 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. The manner of ground modification to be used will consist of the use of a down-hole vibrator to construct the aggregate columns and densify adjacent soils. The vibrator used by the contractor 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.

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 ½ inches such as ASTM C33 size No. 57, or shall be other graded aggregate selected by the installer and approved by the designer.

19-11.01C Construction

19-11.01C(1) General

The minimum extent of the ground improvement at Abutment 1 and Abutment 4 shall be in accordance with the limits shown on Drawing B1 of the project plans and the recommendations presented in the referenced geotechnical engineering report (Leighton, 2025). The minimum depth of ground improvement shall be to the contact between the soil deposits that underlie the site and the hard rock material as encountered by geotechnical exploration and as described in test boring logs included in the referenced report.

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. 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.
- 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.

19-11.01C(3) Performance Criteria

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 as described in the referenced geotechnical engineering report.

The evaluation of the potential for liquefaction triggering shall be conducted in accordance with the procedures described in the Caltrans geotechnical Manual (January, 2020).

19-11.01D Payment

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

AA

20 LANDSCAPE

Replace the 1st through 5th paragraphs of section 20-1.02C with:

Do not use pesticides.

Replace the 3rd paragraph of section 20-1.02C with:

Do not use rodenticides.

AA

21 EROSION CONTROL

Replace the 1st sentence in the 1st paragraph of section 21-2.02P with:

Fiber roll must be a premanufactured roll filled with rice or wheat straw, rice hull, wood excelsior, cotton or coconut fiber.

Add after the 1st sentence in the 1st paragraph of section 21-2.02P:

Straw must be certified weed free from the harvest site by the local County Agricultural Commission or the Department of Food and Agriculture.

Add to section 21-2.02P:

Straw for fiber roll must be certified weed free under the Department of Food and Agriculture.

DIVISION V SURFACINGS AND PAVEMENTS

36 GENERAL

AA

DIVISION VI STRUCTURES

47 EARTH RETAINING SYSTEMS

Add to section 47-2.01C Submittals:

The Contractor, or the supplier as the Contractor's agent, shall furnish a Manufacturer's Certificate of Compliance certifying that the Mechanically Stabilized Embankment (MSE) materials conform to the specified material requirements. This includes providing a Manufacturer's Certificate of Compliance for all concrete admixtures, cement, fly ash, steel reinforcing bars, reinforcing strips, reinforcing mesh, tie strips, fasteners, welded wire mats, backing mats, construction geotextile for wall facing, drainage geosynthetic fabric, block connectors, and joint materials. The Manufacturer's Certificate of Compliance for geogrid reinforcement shall include the following information for each geogrid roll, and shall specify the geogrid polymer types for each geogrid roll:

- Manufacturer's name and current address,
- Full product name,
- Geosynthetic structure, including fiber/yarn type,
- Geosynthetic Polymer type,
- Geosynthetic roll number(s),
- Geosynthetic lot number(s),
- Proposed geosynthetic use(s), and
- Certified test results.

A working drawing of all test results performed by the Contractor or the Contractor's supplier, which are necessary to ensure compliance with the specifications, shall be submitted along with each Manufacturer's Certificate of Compliance.

Before fabrication, the Contractor shall submit a working drawing consisting of the field construction manual for the MSE, prepared by the MSE manufacturer. This manual shall provide step-by-step directions for construction of the MSE system.

The Contractor, through the license/patent holder for the MSE system, shall submit working drawings consisting of detailed design calculations and details. If not prepared by the license/patent holder for the MSE system, the design calculation and working drawing submittal shall include documentation that the design calculation and working drawing submittal has been reviewed by, and received the concurrence of, the headquarters organization of the MSE manufacturer. Review and concurrence by a sales representative office is not acceptable.

Design Calculation Content Requirements:

The design calculation submittal shall include detailed design calculations based on the MSE geometry and design parameters specified in the Plans and Specifications. The calculations shall include detailed explanations of any symbols, design input, materials property values, and computer programs used in the design of the MSEs. All computer output submitted shall be accompanied by supporting hand calculations detailing the calculation process. If a Caltrans Pre-Designed MSE is used, calculations supporting MSE are not required.

The design calculations shall be based on the following:

- AASHTO LRFD Bridge Design Specifications (BDS) with California Amendments, hereafter AASHTO.
- Geotechnical Manual, "Mechanically Stabilized Embankment (Non-Standard Design)"
- Geotechnical Manual, "Mechanically Stabilized Embankment (Caltrans PreDesign)"
- Geotechnical Manual, "Seismic Design of ERS"
- Bridge Design Aids, Section 3-8 "Mechanically Stabilized Embankments"
- Memos to Designers 5-19 "Earth Retaining Systems Communication"
- Geotechnical Manual, "Foundation Reports for Earth Retaining Systems"

The design calculations shall also be based on the following:

2. The MSE design calculations shall address all aspects of wall internal stability for the service, strength, and extreme event limit states.
3. The MSE surcharge conditions (backfill slope) shown in the Plans.
4. If a highway is adjacent to and on top of the wall, a 2-foot surcharge shall be used in the design.
5. The traffic barrier and moment slab on top of the MSE shall be designed for a minimum TL-4 impact load, unless otherwise specified in the Plans or Special Provisions.
6. The MSE shall be designed for the impact load transferred from the barrier and moment slab to the MSE.
7. The geotechnical design parameters for the wall shall be as specified in the Geotechnical Engineering Report Proposed Sandia Creek Drive Bridge Replacement Project by Leighton Consulting, Inc. dated February 24, 2025.
8. The soil reinforcement length shall be as shown in the Plans.

Working Drawing Content Requirements:

The working drawing submittal shall include all details, dimensions, quantities, and cross sections necessary to construct the MSE based on the geometry and design parameters specified in the Plans and Special Provisions, and shall include, but not be limited to, the following items:

1. A plan and elevation sheet or sheets for each MSE, containing the following:
 - a. An elevation view of the MSE that includes the following:
 - i. The elevation at the top of the MSE, at all horizontal and vertical break points, and at least every 50 feet along the MSE;
 - ii. Elevations at the base of welded wire mats or the top of leveling pads and foundations, and the distance along the face of the MSE to all steps in the welded wire mats, foundations, and leveling pads;
 - iii. The designation as to the type of panel, block, or module;
 - iv. The length, size, and number of geogrids or mesh or strips, and the distance along the face of the MSE to where changes in length of the geogrids or mesh or strips occur; or
 - v. The length, size, and wire sizes and spacing of the welded wire mats and backing mats, and the distance along the face of the MSE to where changes in length, size, and wire sizes and spacing of the welded wire mats and backing mats occur; and
 - vi. The location of the original and final ground line.
 - b. A plan view of the MSE that indicates the offset from the construction centerline to the face of the MSE at all changes in horizontal alignment; the limit of the widest module, geogrid, mesh, strip, or welded wire mat, and the centerline of any drainage structure or drainage pipe that is behind or passes under or through the MSE.
 - c. General notes, if any, required for design and construction of the MSE.
 - d. All horizontal and vertical curve data affecting MSE construction.
 - e. A listing of the summary of quantities provided on the elevation sheet of each MSE for all items, including incidental items.
 - f. A cross section showing limits of construction. In fill sections, the cross section shall show the limits and extent of select granular backfill material placed above original ground.
 - g. Limits and extent of reinforced soil volume.
2. All details, including steel reinforcing bar bending details. Bar bending details shall be in accordance with the Standard Specifications.

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49 PILING

Add to section 49-3.02A(1) :

The CIDH concrete piles shown in the following table are specified as end bearing:

Bridge name or no.	Abutment no.	Bent no.
Sandia Creek Road Bridge	1 and 4	2 and 3

Replace section 49-3.02A(3)(a) with:

49-3.02A(3)(a) General

Submit as an informational submittal the proposed drilling equipment operational capacities or descriptions for:

1. Downward force in lb
2. Torque in ft-lb
3. Rotational speed in rpm
4. Rate of penetration in ft/hr
5. Number and type of drilling cutters or drilling teeth on drilling tool

Add to section 49-3.02A(3):

49-3.02A(3)(I) Experience Qualifications

At least 15 days before the start of CIDH concrete pile construction, submit as an informational submittal the following experience qualifications in compliance with section 49-3.02A(4)(f):

1. List of CIDH concrete pile installations performed by the drilling contractor. The submittal must include:
 - 1.1. Project description
 - 1.2. Name and phone number of the owner
 - 1.3. CIDH pile plans
 - 1.4. Log of test borings
 - 1.5. Estimated dates of major CIDH pile installation activities
 - 1.6. CIDH pile acceptance testing reports
2. List of on-site foremen and drill rig operators who will perform the CIDH concrete pile work and a summary of each individual's experience. The submittal must include:
 - 2.1. Detailed summary of each individual's experience in CIDH pile excavation operations and placement of assembled reinforcing cages and concrete.
 - 2.2. Experience from at least 3 relevant projects, including:
 - 2.2.1. Project Description
 - 2.2.2. Date of work
 - 2.2.3. Actual work performed
 - 2.2.4. Name and phone number of a reference person for each project
 - 2.3. Proof of on-site foremen and drill rig operators experience qualifications

Add to section 49-3.02A(4):

49-3.02A(4)(f) Experience Qualifications

The drilling contractor must have successfully constructed at least 3 separate foundation projects in the last 5 years. The foundation projects must:

1. Have CIDH piles of similar or larger diameter and depth, and installed under similar substructure conditions to this contract
2. Demonstrate experience with drilling fluids and successful construction of CIDH piles under the wet conditions

Each on-site foremen and drill rig operator must have 2 years of experience installing CIDH concrete piles on at least 3 projects. The CIDH pile foundations must be of similar or larger diameter and depth, and installed under similar subsurface conditions to this contract.

On-site foremen experience must be supervising construction of CIDH concrete pile foundations. Indirect supervision of on-site CIDH concrete pile construction operations is not acceptable.

Drill rig operator experience must be in construction of CIDH concrete pile foundations.

Add to section 49-3.02B(6)(c):

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

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 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	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 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.

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.

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.

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 section 49-3.02B(6)(d) with:

49-3.02B(6)(d) Water Slurry

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:

Quality characteristic	Test method	Requirement
Density: Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	63.5 ^a
Sand content: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 0.5

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.

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.

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

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.

Joint seal assemblies will be delivered to the job site by the Girder Fabricator. Contractor to coordinate with the Girder Fabricator and the Owner/CalTrout to ensure that the delivery date of the assemblies does not result in delays to the Contractor's work.

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.

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

AA

Add to section 52-2.01A(3):

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

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.

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

AA

Add to section 55-1.01(A):

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 a minimum of 3 weeks prior to girder installation.
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.

Structural steel used for non-fracture critical members of Sandia Creek Road Bridge must comply with CVN impact requirements specified in section 55-1.02D(2).

After erection, the Contractor shall inspect the structural steel. If the structural steel is found to be out of compliance with the Plans or these Specifications, the Contractor shall notify the Engineer within 5 days of the completion of erection. The Girder Erector will repair or replace any out-of-spec elements within 5 days of notification of defects.

That schedule for the Structural Steel delivery to the job site by the Girder Erector and the duration of the erection shall be coordinated with the Girder Erector and the Owner/CatTrout to ensure that no delays are incurred by either the Contractor or the Girder Erector. ^^^

60 EXISTING STRUCTURES

Add to section 60-2.01A:

Remove the following structures or portions of structures:

Bridge no./Structure name	Description of work
SMR02	Remove existing RCB, existing roadway, and all appurtenances associated with structure and roadway to the limits shown on the project documents.

DIVISION IX TRAFFIC CONTROL DEVICES

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

AA

82 SIGNS AND MARKERS

Replace the list in the 1st paragraph of section 82-2.01C with:

1. Aluminum sheeting
2. Retroreflective sheeting
3. Color imaging methods and film
4. Protective-overlay film

Replace section 82-2.02D with:

82-2.02D Color Imaging Methods and Film

The material used for color imaging methods, film, and protective-overlay must be recommended by the retroreflective sheeting manufacturer.

Colored retroreflective sheeting must be used for the background.

Signs with green, red, blue, or brown backgrounds may use reverse-screened-process color on white retroreflective sheeting for the background color. The coefficient of retroreflection must be at least 70 percent of the coefficient of retroreflection specified in ASTM D4956 for the corresponding color of retroreflective sheeting.

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

Replace section 82-5.01A with:

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

Replace the 2nd paragraph in section 82-5.02E with:

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.

Replace section 82-5.02H with:

82-5.02H Milepost Markers

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.

Film for letters and numerals must be computer cut and have pressure-sensitive adhesive.

Replace the 5th paragraph of section 82-5.03 with:

Use stencils to paint letters and numerals on milepost markers.

AA

83 RAILINGS AND BARRIERS

Add to the end of section 83-2:

83-2.10A General

83-2.10A(1) Summary

Install Bridge Railing includes:

1. Furnishing to the job site components required for anchorage of the bridge railings to the bridge curb, such as mortar and any required hardware not provided by the Girder Erector
2. Furnishing to the job site any required hardware for attaching the guardrail transitions to the bridge railings.
3. Coordination with Girder Fabricator for receiving bridge railing assemblies at the job site
4. Inspection of the bridge railing assemblies upon delivery to the job site
5. Installation of the bridge railings

Furnishing the bridge railings, railing anchor bolts, and railing embedded plates to the job site shall be completed by the Girder Fabricator.

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. The contractor shall coordinate the delivery date with the Girder Erector and the Owner/CalTrout to ensure that no delays are incurred by either the Contractor or the Girder Erector.

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.

SECTION 47

EARTH RETAINING SYSTEMS

Soil reinforcement, connecting elements, and other steel components in contact with the earth must be galvanized under section 75-1.02B.

Threaded ends of inspection wires for metallic soil reinforcement may be formed before or after galvanizing. Coat the final 4 inches of the wire with 2 applications of organic zinc-rich primer. Encase the threaded end with a waterproof vinyl enclosure secured with a nylon tie. If the threaded end is galvanized after threading, clean the threads before painting.

Corrugated steel pipe must comply with section 66.

Perforated pipe underdrains and underdrain outlets and risers must comply with section 68-2. Perforated pipe must be steel unless perforated plastic pipe is shown.

Rock for rock slope protection at drain pipe outlets must be small-rock slope protection and must comply with the gradation specified for 7-inch-thick layer in section 72-4.02.

Filter fabric must be Class A.

Adhesive for bonding filter fabric to concrete panels must be commercial grade.

Resin bonded cork for horizontal joints must comply with ASTM D1752, Type II, with a compressive load of at least 100 psi.

Pipe pins must comply with ASTM A53/A53M except the zinc coating of actual surface must average at least 2.0 oz/sq ft and no individual specimen may be less than 1.8 oz/sq ft.

47-2.02B Face Panels

In freeze-thaw areas concrete panels must comply with section 90-1.02I and must contain at least 675 pounds of cementitious material per cubic yard.

If architectural treatment is not required, finish exposed surfaces of concrete members as specified for Class 1 surface finish under section 51-1.03F(3).

47-2.02C Structure Backfill

Structure backfill for mechanically stabilized embankment must:

1. Be free of organic material and substantially free of shale and other soft material of poor durability
2. Not contain slag aggregate or recycled materials such as:
 - 2.1. Glass
 - 2.2. Shredded tires
 - 2.3. Portland cement concrete rubble including asphaltic dust, sand, rock, grindings, slabs, and boulders
 - 2.4. Asphaltic concrete rubble including asphaltic dust, sand, rock, grindings, slabs, and boulders
 - 2.5. Other unsuitable material as determined by the Engineer

For an embankment with metallic soil reinforcement, structure backfill must comply with the requirements shown in the following tables:

Gradation Requirements

Sieve size	Test method	Requirement (percent passing)
6"	California Test 202	100
3"	California Test 202	78-100
No. 30	California Test 202	0-60
No. 200	California Test 202	0-15

SECTION 47

EARTH RETAINING SYSTEMS

Quality Characteristic Requirements

Quality characteristic	Test method	Requirement
Sand equivalent ^a (min)	California Test 217	12
Plasticity index ^a (max)	California Test 204	6
Minimum resistivity (ohm-cm)	California Test 643	2000
Chlorides (ppm)	California Test 422	< 250
Sulfates (ppm)	California Test 417	< 500
pH	California Test 643	5.5–10.0

^aDoes not apply if 12 percent or less passes the no. 200 sieve and 50 percent or less passes the no. 4 sieve.

For an embankment with geosynthetic soil reinforcement, structure backfill must comply with the requirements shown in the following tables:

Gradation Requirements

Sieve size	Test method	Requirement (percent passing)
2"	California Test 202	100
No. 4	California Test 202	50–80
No. 40	California Test 202	0–30
No. 200	California Test 202	0–15

Quality Characteristic Requirements

Quality characteristic	Test method	Requirement
Sand equivalent ^a (min)	California Test 217	12
Plasticity index ^a (max)	California Test 204	6
Durability Index (min)	California Test 229	35
pH	California Test 643	4.5–9.0

^aDoes not apply if 12 percent or less passes the no. 200 sieve and 50 percent or less passes the no. 4 sieve.

47-2.02D Permeable Material

Permeable material must be Class 1, Type B, complying with section 68-2.02F.

Permeable material for an embankment with metallic soil reinforcement must comply with the requirements shown in the following table:

Quality Characteristic Requirements

Quality characteristic	Test method	Requirement
Minimum resistivity (ohm-cm)	California Test 643	2,000
Chlorides (max, ppm)	California Test 422	250
Sulfates (max, ppm)	California Test 417	500
pH	California Test 643	5.5–10.0

Permeable material for an embankment with geosynthetic soil reinforcement must comply with the requirements shown in the following table:

Quality Characteristic Requirements

Quality characteristic	Test method	Requirement
pH	California Test 643	4.5–9.0

47-2.02E Soil Reinforcement

Steel wire must comply with the specifications for plain wire reinforcement in ASTM A1064/A1064M.

Welded wire reinforcement must comply with the specifications for plain wire welded wire reinforcement in ASTM A1064/A1064M.

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>			

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 five years of experience as Civil Contractor.	20
Budget: Budget is below \$3.5M including bonding for maximum points, 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.	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 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.

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

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 \$1,000,000 for each occurrence of bodily injury, fire and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage.

(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

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).

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 _____

INDEPENDENT CONTRACTOR AGREEMENT



This agreement ("Contract") is executed as of 11/XX/2022 by XXX ("Contractor") and California Trout, Inc., a Californian non-profit organization with its principal place of business at 435 Pacific Street, Suite 200, San Francisco, California 94133, (hereinafter called "CalTrout"), collectively known as the "Parties."

WHEREAS, Contractor has experience in the Work required by this Contract as specified in **Exhibit A** ("Sandia Creek Drive Bridge Construction Project on Santa Margarita River" Proposal submitted by Granite Construction to California Trout on 10/22/2022).

WHEREAS, CalTrout requires Work (as hereinafter defined) performed by Contractor to include steel bridge construction as specified in **Exhibit A Section 3 Budget and Work Scope**, exclusive of steel fabrication, delivery and erecting to be conducted by Stinger Bridge and Iron, This new steel bridge known as Sandia Creek Drive replaces the existing low flow concrete box culvert Sandia Creek Drive crossing the Santa Margarita River near Fallbrook, CA ("Project Site").

WHEREAS, Contractor desires to perform such Work and CalTrout desires to have Contractor perform such Work as specified in **Exhibit A and Exhibit B** (link to final civil and structural plans approved by County).

WHEREAS, Contractor must possess current insurance types and coverages as listed in **Exhibit C** (California Trout "General Provisions") and required by Department of Public Works, County of San Diego.

WHEREAS, Contractor agrees to pay prevailing wage as stated in **Exhibit A Section 3** and applicable requirements of the Department of Public Works, County of San Diego.

NOW THEREFORE, the Parties agree as follows:

1 – Services

Contractor shall perform the Work described in **Exhibit A** according to **Timeline in Section 8 Project Scope**. Contractor Work will be done in coordination with steel fabricator/erector, structural contractor and Construction Manager and in compliance with all plans, specifications from KPFF (**Exhibit D** "Special Provision") according to Contract Documents. "Contract Documents" means this Contract, all documents attached to or otherwise made a part of this Contract, including but not limited to those identified in **Exhibit A-X**. Any work called for in one Contract Document not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents.

Exhibit C General Provisions shall have control over any conflicting requirement in any other contract document. Contractor shall perform the Work diligently in accordance with the standards of its profession and in accordance with the Contract Documents.

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2 – Term

The term of this Contract shall be from fully executed to XXX or the Completion of the Work, whichever occurs first, unless the Contract term is extended by written mutual agreement between the Parties or terminated sooner. Contractor shall make all reasonable efforts to adhere to the Project schedule contained in **XXX**. Should it become apparent during the course of the Project that modifications to the schedule are appropriate or necessary, such modifications shall be agreed to in writing by the Parties. The Work will be considered completed when County of San Diego conducts any final inspection and accepts the Work (“Completion of Work”).

3 – Compensation

This is a not-to-exceed contract. As consideration for satisfactory performance of the Work by the Contractor, CalTrout will compensate the Contractor in the amount of \$XXX including bond cost. Change Orders resulting from design changes or other conditions beyond the control of Contractor, are not included in the contracted price.

Payment terms: These payments shall be the only payments to be made to Contractor in connection with Contractor’s performance of the Work pursuant to this Contract. Contractor shall submit an invoice for the Tasks (see **Exhibit A Proposal Bid Schedule** performed during the invoice period along with an indication of the percent complete or expended that is consistent with the tasks outlined in the cost estimate in **Exhibit A**. Contractor shall also submit payroll information for on-site work as set forth in Section 6.

Progress payments submitted by Contractor and approved by Construction Manager for Material and Fabrication Progress are at Net 30. One percent of the contract total will be released upon inspection approval by County of San Diego of completed bridge.

Contractor will follow lump sum prices as in **Exhibit A Part III Bid Schedule**, and pricing of construction elements as stated in **Exhibit I** (“Contractor Schedule of Values”).

Contractor shall submit invoices to CalTrout monthly after approval by CM. Invoices will be sent to California Trout Via email to: sjacobson@caltrout.org. Invoices submitted by Contractor will

- A. Accurately describe services rendered during the invoice period,
- B. Identify authorized expenses incurred hereunder;
- C. Include payroll information for on-site work performed.

CalTrout will pay the amount due in an invoice within 30 days of receipt of acceptable invoice. In the event of a good-faith dispute as to the amount and/or propriety of any invoices or any portions thereof submitted by Contractor, CalTrout shall pay all undisputed charges on such invoice, but shall be entitled to withhold payment of any amount in dispute and shall promptly notify the Contractor in writing of such disputed amounts within 30 days and the reasons each such charge is disputed. Upon written request, the Contractor shall use commercially reasonable efforts to provide CalTrout with sufficient records relating to the disputed charge so as to enable the Parties to resolve the dispute.

In the event the Parties are unable to resolve the dispute within 60 days after the invoice becomes due, the matter shall be submitted to a nationally recognized accounting firm agreed to by the Parties. So long as the Parties are attempting in good faith to resolve the dispute, neither Party shall be entitled to terminate the Services related to, or the cause of, the disputed amounts. All undisputed retention will be released as a final payment to Contractor no sooner than thirty (30) days following approval of the Work by CalTrout's grantors and acceptance of the Work by CalTrout.

4 – Project Reports and Deliverables

Contractor shall provide CalTrout with deliverables including the following, based upon the schedule agreed to by the Parties:

- Preconstruction Layout
- Construction Materials and Erosion Control List
- Record of Materials and Inspection Logs, Scale Certs
- Subcontractor contracts and evidence of adequate insurance
- Contractor Insurance Documentation and Surety Bond Certificates
- Weekly Progress Reports
- Crew Safety Plan
- Survey Results
- Traffic Control Plan and associated permits
- SWPPP reporting requirements
- Fire Suppression Equipment and Fire Plan
- BMP checklist and implementation status
- Checklist of items shipped/received at project site
- Materials testing scheduling and Record of Results
- Library of Change Orders, Status and Cost
- Prevailing Wage Documentation and Payroll Certification
- Dewatering Plans for foundation, piers and existing structure removal
- Field inspection Log
- Inspection acceptance logs by Parties

5 – General Provisions

CalTrout and Contractor shall abide by the general provisions set forth in **Exhibit C**. In the event of any inconsistencies among Contract Documents, the terms of **Exhibit C** shall control.

6 – Grant Agreement and Labor Code Requirements

This Work is a “public works” project pursuant to Labor Code sections 1720. Contractor shall comply with all applicable requirements contained below and in the Grant Agreement(s) entered into by California Trout. Contractor shall also comply with the provisions of Part 7 of Division 2 of the California Labor Code (Sections 1720 through 1861), which includes but is not limited to the following requirements:

- a. General. In accordance with Labor Code Section 1771, Contractor and all subcontractors shall pay not less than current prevailing wage rates as determined by the California Department of Industrial Relations (“DIR”) to all workers employed on this project. In accordance with Labor Code Section 1815, Contractor and all subcontractors shall pay all workers employed on this project 1 ½ the basic rate of pay for work performed in excess specified hour limitations. The work performed pursuant to this agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- b. Registration. Contractor and all subcontractors are not qualified to bid on or be listed in a bid proposal, subject to the requirements of section 4104 of the California Public Contract Code, and shall not engage in the performance of any work under this contract, unless currently registered and qualified to perform public work pursuant to section 1725.5 of the California Labor Code. Contractor represents and warrants that it is registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code.
- c. Posting. Contractor shall post at the job site the determination of the DIR director of the prevailing rate of per diem wages together with all job notices that are required by regulations of the DIR.
- d. Payroll Record Reporting. Contractor and any subcontractors shall keep accurate payroll records in accordance with Section 1776 of the Labor Code and shall furnish the payroll records directly to the DIR at <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>, and to Carolyn Lay with North Valley Labor Compliance Services via email at cplay@sbcglobal.net.
- e. Subcontracts. Contractor shall not enter into a subcontract without proof that the subcontractor is registered with DIR and qualified to perform public work pursuant to section 1725.5 of the California Labor Code. Any subcontracts must require compliance with the prevailing wage law terms of this contract.

f. Report on Prevailing Rate of Wages. CalTrout has obtained the general prevailing rate of per diem wages in the vicinity of the project for each type of worker needed, a copy of which is on file at CalTrout's principal office, and shall be made available to any interested party upon request. General Prevailing Wage Rates for specific job classifications are also available from the Department of Industrial Relations at (415) 703-4281 or online at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

g. Employment of Apprentices. Contractor's attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

h. Penalties. Contractor's attention is directed to provisions in Labor Code Sections 1775, 1776, and 1813. In accordance with Labor Code Section 1775, Contractor and subcontractors may be subject to penalties for the failure to pay prevailing wage rates. In accordance with Labor Code Section 1776, Contractor and subcontractors may be subject to penalties for failure to maintain accurate and complete payroll records. In accordance with Labor Code Section 1813, Contractor and subcontractors may be subject to penalties for the failure to pay overtime pay rates for hours worked by workers employed on this project in excess specified hour limitations.

7 - Landowner

The Wildlands Conservancy ("Landowner") owns the real property ("Property") on which the Work will be conducted. The Landowner will allow access to those portions of Landowner's Property where actual Project activities are being performed and those additional portions of Property that must be traversed to gain access to the work site under the conditions stipulated in the Memorandum of Understanding with CalTrout for constructing the bridge on the Property as found in **Exhibit J** ("CalTrout - The Wildlands Conservancy MOU"). Contractor agrees to abide by such conditions at all times in carrying out the Work under this Contract. Contractor shall undertake use of Landowner's Property at Contractor's sole risk and expense, and accepts all risk relating to Contractor's occupancy and use of the Property.

8 – Insurance

Contractor shall carry, maintain for the duration of the Contract, and provide proof thereof, acceptable to CalTrout the insurance coverages specified below, as applicable. Contractor shall demonstrate proof of required insurance coverage prior to the commencement of the Work by delivery of Certificates of Insurance to CalTrout. Insurance shall name the County of San Diego, 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, as additional insured. Contractor is solely responsible for costs incurred for treatment and response to spills, fire, and injury.

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 \$2,000,000 for bodily injury and/or property damage.
- (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 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;

- (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;

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.

Exercise of any of the above remedies, however, is an alternative to other remedies CalTrout may have and is not the exclusive remedy for Contractor's failure to maintain insurance or secure appropriate endorsements.

9 – Bonding

Contractor will provide the required surety bond at its sole expense for the Project. Granite warrants that all information presented in Exhibit A, Appendix B1 Surety Letter accurately depicts Granite's bonding capacity, to be sufficient for the Project.

10 – Exhibits

All exhibits referred to in this Contract are attached hereto and are by this reference incorporated into and made a part of this Contract.

Exhibit A: Contractor Proposal

Exhibit B: Sandia Creek Drive Final Bridge Plans Civil and Structural, Approved by County of San Diego

Exhibit C: General Provisions

Exhibit D: Special Provisions

Exhibit X: Contractor Schedule of Values

Exhibit Y: CalTrout-The Wildlands Conservancy MOU

11 - Warranty and Guarantee.

By signing this agreement, Contractor provides the warranties and guarantees for material and labor.

12 – Notices

All notices or communication concerning a party's compliance with the terms of this Contract shall be in writing and may be given either personally, by certified mail, return receipt requested, or by overnight express carrier. Notices must also be provided via email. The notice shall be deemed to have been given and received on the date delivered in person or the date upon which the postal authority or overnight express carrier indicates that the mailing was delivered to the address of the receiving party. Any party, by giving ten (10) days written notice to the other, may designate any other address as substitution of the address to which the notice or communication shall be given. Notices or communications shall be given to the Parties at the addresses set forth below until specified otherwise in writing:

Notices to CalTrout shall be sent to:

California Trout

411 Camino Del Rio S.

Suite 106

San Diego CA 92121

Attn: Sandra Jacobson,

Director South Coast and Sierra

sjacobson@caltrout.org

Notices to Contractor shall be sent to:

XXX

13 – Entire Contract

This Contract supersedes any and all agreements, either oral or written, between the Parties hereto with respect to Contractor's completion of the Work on behalf of CalTrout and contains all of the agreements between the Parties with respect to the Work. Each party to this Contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Contract shall be valid or binding. No amendment, alteration, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

14 – Authority to Execute Agreement

Each individual executing this Contract represents that he or she is duly authorized to sign and deliver the agreement on behalf the party indicated and that this Contract is binding on such party in accordance with its terms. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.