ACCT NO. 129-160-5504-7306-0025

CITY OF SAN BERNARDINO

STATE OF CALIFORNIA

BID AND CONTRACT DOCUMENTS

PLANS AND SPECIAL PROVISIONS NO. 13057

FOR

PAVEMENT REJUVENATION
AT
VARIOUS LOCATIONS (ANNUAL – SLURRY)
(SS – D)
IN
THE CITY OF SAN BERNARDINO

2/9/16

DEPARTMENT OF PUBLIC WORKS
CITY OF SAN BERNARDINO

NOVEMBER, 2015

BIDS WILL BE RECEIVED UP TO THE HOUR OF 2:00 P.M.

on FEBRUARY 23 , 2016

PUBLIC WORKS DEPARTMENT
CITY OF SAN BERNARDINO
STATE OF CALIFORNIA

ADDENDUM NO. ONE

FOR

BID AND CONTRACT DOCUMENTS
FOR
PLANS AND SPECIAL PROVISIONS NO. 13057
FOR
PAVEMENT REJUVENATION
AT
VARIOUS LOCATIONS (ANNUAL – SLURRY)
(SS - D)
IN THE CITY OF SAN BERNARDINO

The Special Provisions for this project have been amended as follows:

1. The **BID OPENING DATE** of Tuesday, February 2, 2016, at 2:00 p.m. has been changed to:

   TUESDAY, February 23, 2016, at 2:00 PM

2. The **PRE BID DATE** of Tuesday, January 26, 2016, at 2:00 p.m. has been changed to:

   TUESDAY, February 9, 2016, at 2:00 PM

3. The **BID SCHEDULE has been Revised** into 2 (two) Bid Schedules. The Bid Schedule for the Project shall be replaced in its entirety with the revised Bid Schedules entitled, **ADDENDUM NO. ONE**. Contractor is notified that he shall submit referenced **ADDENDUM ONE**, as part of his Bid Documents.

4. The **ATTACHMENTS** indicating locations have been updated to reflect the Bid Schedules and are provided in this Addendum.

ALL BIDDERS SHALL INDICATE RECEIPT OF THIS **ADDENDUM NO. ONE** AS REQUIRED ON PAGE C-1, **"ACKNOWLEDGEMENT OF ADDENDUMS"**, OF THE BID DOCUMENTS OF THESE SPECIAL PROVISIONS.

BY: _____ DATE: 2/1/16.

AMER JAKHER, P.E.
Contract City Engineer

ATTACHMENTS
TO
ADDENDUM NO. ONE
(PAGES NOT NUMBERED)

BID SCHEDULE NO. 1
(AREAS 1 & 3)

PLANS AND SPECIAL PROVISIONS NO. 13057
PAVEMENT REJUVENATION (ANNUAL – SLURRY) (SS – D)
AT VARIOUS LOCATIONS IN THE CITY OF SAN BERNARDINO

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEMS AND UNIT PRICE WRITTEN IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
1.	1	LS	**MOBILIZATION**	LS	$_____
2.	132	TN	**SLURRY SEAL** (SEE ATTACHMENT SCHEDULE NO. 1)	$---------/TN	$_____

TOTAL BID SCHEDULE NO. 1 $ _____

ADDITIVE BID SCHEDULE NO. 2
(AREAS 2, 4, 5, 6 & 7)

PLANS AND SPECIAL PROVISIONS NO. 13057
PAVEMENT REJUVENATION (ANNUAL – SLURRY) (SS – D)
AT VARIOUS LOCATIONS IN THE CITY OF SAN BERNARDINO

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEMS AND UNIT PRICE WRITTEN IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
1.	1	LS	**MOBILIZATION**	LS	$_____
2.	432	TN	**SLURRY SEAL** (SEE ATTACHMENT SCHEDULE NO. 2)	$----------/ TN	$_____

TOTAL ADDITIVE BID SCHEDULE NO. 2 $ _____

SUMMARY OF BID SCHEDULES

PLANS AND SPECIAL PROVISIONS NO. 13057
PAVEMENT REJUVENATION (ANNUAL – SLURRY) (SS – D)
AT VARIOUS LOCATIONS IN THE CITY OF SAN BERNARDINO

BIDDER:_____
(Contractor Name)

TOTAL BID SCHEDULE NO. 1 $ _____**(FIGURES)**

TOTAL ADDITIVE BID SCHEDULE NO. 2 $ ----------**(FIGURES)**

GRAND TOTAL BID* $ _____ **(FIGURES)**

***Grand Total Bid is equal to the total of Bid Schedule No. 1, plus Additive Bid Schedule No. 2.**

BID NOTES:

The unit price must be shown in figures, for all work items. All blank spaces appearing above must be filled in. In case of discrepancy in Bid Amounts, **"UNIT" prices shall govern over extended "TOTAL" amounts.**

CITY reserves the right to award a Contract to the lowest responsible bidder for the **GRAND TOTAL BID** (the combined total of Bid Schedule No. 1, plus Additive Bid Schedule No. 2). **THE CITY ALSO RESERVE THE RIGHT TO AWARD BID SCHEDULE NO.1 WITHOUT ADDITIVE BID SCHEDULE NO.2. Submitted bids must include complete bid amounts for each bid item of each Bid Schedule to be considered valid bids.**

The total bid price for the entire Contract work shall include the cost of labor, materials, equipment, parts, implements, supplies, and all applicable sales taxes and fees necessary to complete the Project, as based on the City Engineer's estimate of quantities of work.

The total price must be extended for each item of work and the total of all items inserted in the space provided. **Bidders shall complete and submit entire BID DOCUMENTS section as their Bid to the CITY. Failure to do so will result in the Bid being non-responsive.**

Any situation not specifically provided for will be determined at the discretion of the City of San Bernardino (CITY), and that discretion will be exercised in the manner deemed by the CITY to best protect the public interest in the prompt and economical completion of the work. The decision of the CITY respecting the amount of a Bid, or the existence or treatment of an irregularity in a Bid, shall be final.

BIDDER declares that this Bid is based upon careful examination of the work site, Bid and Contract Documents.

Estimated quantities are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed except for Lump Sum (LS) and Final (F) pay quantities.

Codes:		Units of Measurement:	
(F)	Final Pay Quantity	EA	Each
(S)	Specialty Bid Item	LS	Lump Sum
(D)	Deletable Work Item	SF	Square Foot
		SY	Square Yard
		ELT	Extra Long Ton
		LF	Linear Feet
		TN	Ton

(D) Deletable work item; only to be incorporated in the work as provided via written direction from the Engineer.
(S) Specialty Bid Item – are bid items that are considered part of the total base bid but are not considered part of the Contractor's obligation to perform at least fifty percent (50%) of the work as specified in Section 2-3.2, "Additional Responsibility," of the Standard Specifications.

(F) Final Pay Quantity - are bid items as described in Section 6-1.07 of these Special Provisions.

DESCRIPTION OF THE COMPONENTS
OF THESE
PLANS AND SPECIAL PROVISIONS

The "Bid and Contract Documents" for this project consists of three (3) Parts as follows:

PART I – Administration

PART II – Special Provisions

The above two (2) parts are bound together in one (1) manual titled "Bid and Contract Documents"

PART III – PLANS, One (1) separately bound set N/A

DRAWING NO. ---------- - SHEETS ---- - ----

TABLE OF CONTENTS

PART I
ADMINISTRATION

NOTICE INVITING SEALED BIDS

BID DOCUMENTS

BID FORM	B-1
BID SCHEDULE	B-2
BIDDER'S INFORMATION AND SIGNATURE	C-1
ACKNOWLEDGEMENT OF ADDENDUMS	C-2
SPECIAL NOTICE	C-3
DESIGNATION OF SUBCONTRACTORS	C-4
BIDDER SELF PERFORMANCE VERIFICATION FORM	C-5
WORKERS' COMPENSATION INSURANCE CERTIFICATION	C-6
NON-COLLUSION AFFIDAVIT	C-7
FORM OF BID BOND	C-8
MBE/WBE INFORMATION - GOOD FAITH EFFORTS	C-9
REFERENCES	C-12
PRE-QUALIFICATION	C-13

PART II
SPECIAL PROVISIONS

INSTRUCTIONS TO BIDDERS

SECTION 1 - SPECIFICATIONS AND PLANS	SP-1
SECTION 2 - BID REQUIREMENTS AND CONDITIONS	SP-5
SECTION 3 - AWARD AND EXECUTION OF CONTRACT	SP-11
SECTION 4 - CONSTRUCTION SCHEDULE & COMMENCEMENT OF WORK, TIME OF COMPLETION & LIQUIDATED DAMAGES	SP-13
SECTION 5 - LEGAL REQUIREMENTS	SP-16
SECTION 6 - GENERAL	SP-23
SECTION 7 - BLANK	SP-35
SECTION 8 - DESCRIPTION OF WORK	SP-36
SECTION 9 - TRAFFIC CONTROL	SP-40
SECTION 10 - MOBILIZATION	SP-45
SECTION 11 - THROUGH SECTION 19 BLANK	SP-48
SECTION 20 - RAISED PAVEMENT MARKERS, REFLECTORIZED	SP-49
SECTION 21 - THROUGH SECTION 42 BLANK	SP-50
SECTION 43 - SLURRY SEAL	SP-51

SECTION 44 - THROUGH SECTION 49 BLANK SP-58
SECTION 50 - REMOVAL AND RESTORATION OF EXISTIG IMPROVEMENTS EXCEPT STREET PAVEMENT SP-59
SECTION 51 - THROUGH SECTION 62 BLANK SP-61

APPENDIX

STATE OF CALIFORNIA, DEPARTMENT OF INDUSTRIAL RELATIONS APPRENTICESHIP PROGRAM FOR PUBLIC WORKS CONSTRUCTION

CALTRANS STANDARD PLANS

CALIFORNIA MUTCD STANDARDS

PROJECT LOCATION

CONTRACT AGREEMENT

PART I

ADMINISTRATION

Engineer's Estimate (Range Only): $145,000 to $175,000

NOTICE INVITING SEALED BIDS

CITY OF SAN BERNARDINO
Owner

NOTICE IS HEREBY GIVEN that the City of San Bernardino (CITY) will receive bids for:

PAVEMENT REJUVENATION
AT VARIOUS LOCATIONS (ANNUAL - SLURRY) (SS-D)
IN THE CITY OF SAN BERNARDINO

in accordance with the Plans and Special Provision No. **13057** on file in the Office of the City Engineer, Third Floor, San Bernardino City Hall, 300 N. "D" Street, San Bernardino, CA 92418.

Plans and Special Provisions shall be provided in portable document format (pdf) on compact disc (CD) upon registering with the City of San Bernardino, Public Works Department, at the above location, between the hours of **7:00 a.m.** and **6:00 p.m., Monday through Thursday**. There is no charge for the Plans and Special Provisions on CD. Upon request, a CD of the Plans and Special Provisions may be mailed for an additional fee of $10.00. These electronic documents shall also be available to be downloaded (copied) from the CITY's website at ***http://www.ci.san-bernardino.ca.us/services/request_for_bids/public_works/default.asp***.

It shall be the responsibility of firms wishing to bid on this Project to provide a firm name, physical address, contact person, phone number, fax number and email address for inclusion on the CITY's List of Plan Holders. The above listed information and confirmation of receipt of any issued addendum to the City Engineer's Office shall be submitted to the CITY a minimum of one (1) business day prior to the scheduled day of the Bid Opening. **Only those firms listed** on the CITY's **"LIST OF PLAN HOLDERS"** and providing confirmation of any issued addendum shall be eligible to submit bids for this Project.

Any Addenda shall be issued by e-mail to those on the CITY's "List of Plan Holders".

Deliver all bids to the City Engineer's Office, Third Floor, City Hall, 300 North "D" Street, San Bernardino, California, with the bidder's name and address, the specification title and number and **"SEALED BID "** clearly marked on the outside of the envelope

Said bids will be received up to the hour of **2:00 p.m.**, on, **Tuesday, February 02 , 2016**, at which time all of said bids will be publicly opened, and examined and declared in the City Engineer's Conference Room, Third Floor, City Hall.

No bid will be received unless it is made on a bid form furnished by the CITY with the unit prices shown in figures for each item, and with the total of each item and total of all items extended and inserted in the spaces provided.

The Contractor shall possess a **Class "A" License or Appropriate Specialty License(s)** at the time the contract is awarded. The prime Contractor shall perform, with his own organization, contract work amounting to at least **50 %** of the contract price.

All bids shall be signed, sealed and accompanied by cash, cashier's check, certified check or bid bond made payable to the City of San Bernardino, in the amount of **ten percent (10%)** of the bid. Such cash, check or bond shall be given as a guarantee that the bidder will enter into the contract if awarded to him. In the event the bidder refuses to execute said contract, the use by the public of the improvements will be delayed, and the public will suffer great damage. From the nature of the case, it would be extremely difficult and impractical to fix said amount of damages. Therefore, the CITY and the bidder agree that the above sum of ten percent shall be paid to the CITY upon the condition above set forth as liquidated damages and not as forfeiture.

All bonds furnished pursuant to this notice must be underwritten by a surety company having a rating in Best's most recent Insurance Guide of "A" or better. Bonds must be issued by a surety who is listed in the latest version of U. S. Department of Treasury Circular 570 and is authorized to issue bonds in the State of California. The Form of Bid Bond is contained in the Bid Documents in Part I of the Special Provision. Notarization of the signatures of both the Principal and the Surety and the Power of Attorney of the signing Surety shall accompany this form.

The Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the contract as provided for in Section 10263 and Section 22300 of the California Public Contract Code.

A Non-mandatory Pre-Bid Meeting will be held on **Tuesday , January 26 , 2016,** at **2:00 p.m.,** in the office of the City Engineer, Public Works Department, Third Floor, City Hall, 300 North "D" Street, San Bernardino, California. This meeting is to provide information, to answer questions, to inform bidders of MBEs/WBEs subcontracting and material supply opportunities, and to make the prime Contractor aware of the CITY's outreach program as it relates to minority and other disadvantaged business hiring and participation. Bidder's attendance at this meeting is recommended, but the prime may certify that they are familiar with the program and attendance is not required. **Attendance and/or certification may be used as part of the good faith effort.**

The CITY contract goal for this project is and 1**5%** for minority owned business utilization and **5%** for female owned business utilization.

Certified minority and female owned subcontractors and material suppliers for the San Bernardino area located in Caltrans District 8 are listed on the California Unified Certification Program (UCP) DBE Directory and can be obtained by accessing the directory on the California Department of Transportation DBE website at ***http://www.dot.ca.gov/hq/bep/***.

Pursuant to law, the Mayor and the Common Council of the City of San Bernardino, by Resolution No. 90-358 and any and all amendments thereto which are hereby referred to and made a part thereof by references as fully as though set at length herein, have ascertained and determined the general prevailing rate per diem wages, and of per diem wages for legal holidays and overtime work for each craft or type work of workman needed in the execution of contracts under jurisdiction of said Mayor and Common Council.

Said prevailing rates of wages shall conform to Section 1773 of the California Labor Code. The general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet web site at ***http://www.dir.ca.gov/dirdatabases.html***. General prevailing wage rates, in effect ten (10) days prior to the actual Bid Opening, which have been predetermined and are on file with the California Department of Industrial Relations are also referenced and made a part thereof.

It shall be mandatory upon the Contractor to whom the contract is awarded and upon any sub-contractor under him to pay not less than specified rates to all laborers, workmen, and mechanics employed by them in the execution of the contract, and to prevent discrimination in the employment of persons because of race, creed, color, or national origin, as set forth in the provisions of Resolution No. 7414 of the Mayor and Common Council of the City of San Bernardino.

This project is subject to requirements for the employment of apprentices registered with the California Department of Industrial Relations, Division of Apprenticeship Standards. Additional information can be obtained at http://www.dir.ca.gov/DAS/PublicWorksForms.htm.

The City of San Bernardino reserves the right to waive any informalities or inconsequential deviations from contract specifications, or to reject any and all bids.

No bidder may withdraw his bid within **60** calendar days from the date of the bid opening. The CITY reserves the right to take all bids under advisement for a period of 90 calendar days.

Specific questions regarding this project should be submitted in writing to the City Engineer's Office as follows:

City of San Bernardino
City Engineer's Office
Public Works Department
300 North "D" Street, Third Floor
San Bernardino, CA 92418-0001

SUBJECT: **PAVEMENT REJUVENATION AT VARIOUS LOCATIONS (ANNUAL - SLURRY) (SS-D) IN THE CITY OF SAN BERNARDINO PLANS & SPECIAL PROVISIONS NO. 13057**

Attention: Mirela Grigorescu
Tel: (909) 384-5202; Fax: (909) 384-5190
E-mail: grigorescu_mi@sbcity.org

Inquiries or questions based on alleged patent ambiguity of the Plans or the Special Provisions must be communicated as a bidder inquiry prior to the bid opening. Any such inquiries or questions, submitted after the bid opening, will not be treated as a bid protest.

Written responses will only be provided to written questions. No written response will be provided to verbal questions.

CITY OF SAN BERNARDINO

_____
GEORGEANN HANNA
City Clerk

NOTICE TO ADVERTISE:

SPECIFICATION NO. **13057**.
SHALL APPEAR IN FIRST ISSUE NOT LATER THAN

DATE **01 / 11 / 16 & 01 / 16 / 16** ,
(FIVE DAYS BETWEEN FIRST & SECOND PUBLICATION)

SIGNATURE _____ DATE _____

BID DOCUMENTS

BID FORM

TO THE MAYOR AND COMMON COUNCIL OF
THE CITY OF SAN BERNARDINO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the Plan and read the accompanying instructions to bidders and hereby proposes to furnish any and all required labor, materials, transportation and service for the

PAVEMENT REJUVENATION AT VARIOUS LOCATIONS
(ANNUAL – SLURRY) (SS – D)
IN THE CITY OF SAN BERNARDINO

in strict conformity with Plans and Special Provisions No. **13057**, of the Department of Public Works for the City of San Bernardino and also in accordance with Standard Specifications for Public Works Construction, latest edition in effect on the first day of the advertised "Notice Inviting Sealed Bids". The undersigned proposes and agrees if this bid is accepted, that he will contract with the City of San Bernardino, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of maintenance, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and that he will take in full payment therefor the following unit prices or lump sum prices, to-wit:

BID SCHEDULE

PLANS AND SPECIAL PROVISIONS NO. 13057
PAVEMENT REJUVENATION (ANNUAL – SLURRY) (SS – D)
AT VARIOUS LOCATIONS IN THE CITY OF SAN BERNARDINO

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEMS AND UNIT PRICE WRITTEN IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
1.	1	LS	**MOBILIZATION**	LS	$_____
2.	564	TN	**SLURRY SEAL**	$_____/ TN	$_____

TOTAL BID $ _____

BID NOTES:

All blank spaces appearing above must be filled in. In case of discrepancy in Bid Amounts, **"UNIT" prices shall govern over extended "TOTAL" amounts.**

Total bid price for the entire contract work shall include the cost of labor, materials, equipment parts, implements, taxes and supplies necessary to complete the project, as based on the City Engineer's estimate of quantities of work.

The total price must be extended for each item of work and the total of all items inserted in the space provided. **Bidders shall complete and submit entire BID DOCUMENTS section as their bid to the CITY. Failure to do so will result in the bid being non-responsive.**

Any situation not specifically provided for will be determined in the discretion of the City of San Bernardino (CITY), and that discretion will be exercised in the manner deemed by the CITY to best protect the public interest in the prompt and economical completion of the work. The decision of the CITY respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

BIDDER declares that this Bid is based upon careful examination of the work site, Bid and Contract Documents, including, but not limited to, the fees and expenses of other agencies involved with this project.

The Contractor shall be responsible for California Department of Transportation (CALTRANS) permit fees, payment and performance bonding and the cost of material supplied by CALTRANS in the performance of this project. Bidders shall refer to the **Caltrans Permit Information** in the APPENDIX of these Special Provisions.

Estimated quantities are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed except for Lump Sum (LS) and Final (F) pay quantities. Final pay quantities are bid items as described in Part II of these Special Provisions.

Specialty Bid Item (S) are bid items that are considered part of the Total bid but are not considered part of the Contractor's obligation to perform at least fifty percent (50%) of the work as specified in Section 2-3.2, "Additional Responsibility," of the Standard Specifications.

BIDDER'S INFORMATION AND SIGNATURE:

It is the understanding of the undersigned that the work hereinabove described shall be commenced within 10 working days from the date of the "Notice to Proceed", and shall be completed within **13057** working days from the date of said notice, as directed in **SECTION 4** of these Special Provisions..

The undersigned further agrees that in case of default in executing the contract, or furnishing necessary bonds, all within the specified time, the proceeds of the Bidder's Guaranty accompanying this bid shall be paid to the City of San Bernardino as liquidated damages.

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

LICENSE NO.:_____ CLASSIFICATION(S):_____ EXPIRATION DATE: _____ FEDERAL TAX ID #_____

FIRM NAME: _____

BUSINESS ADDRESS: _____

_____

BUSINESS PHONE: _____ FAX: _____ CELL : _____

If an individual, so state. If a firm or co-partnership, give the names of all individuals, co-partners composing the firm. If a corporation, give the names of the president, secretary, treasurer and manager thereof:

_____
Legal Status of Firm

Is Bidder currently a certified DBE? Yes ☐ No ☐

NAME (S)	ADDRESS (ES)
_____	_____
_____	_____
_____	_____
_____	_____

SIGNATURE OF BIDDER: _____ Dated: _____, 20____

BIDDER'S FIRM NAME

ACKNOWLEDGEMENT OF ADDENDUMS
BID AND CONTRACT DOCUMENTS
PLANS & SPECIAL PROVISIONS NO. 13057

Addenda issued during the time of bidding shall become a part of the documents furnished to all bidders for the preparation of bids, shall be covered in this bids, and shall be made a part of the Contract. Each bid shall include specific acknowledgement in the space provided of receipt of all Addenda issued during the bidding period. Failure to so acknowledge Addenda may result in the Bid being rejected as not responsive.

BIDDER'S INITIALED ACKNOWLEDGEMENT OF ADDENDUMS:

ADDENDUM NO. 1 _____ **DATE:** _____

ADDENDUM NO. 2 _____ **DATE:** _____

ADDENDUM NO. 3 _____ **DATE:** _____

ADDENDUM NO. 4 _____ **DATE:** _____

****

SPECIAL NOTICE

****

The bidder's attention is directed to the Section entitled, "Required Listing of Proposed Subcontractors", in Section 2 of these Special Provisions regarding the requirement that proposed subcontractors be listed in the bidder's Bid Documents. Instead of listing only subcontractors for signal and lighting work as in the past, all subcontractors are now to be listed in the Designation of Sub-Contractors for items of work or portions thereof to be subcontracted in excess of one-half of one percent of the total bid or $10,000.00, whichever is greater.

In the case where a bidder claims an inadvertent clerical error in listing sub-contractors, a notice of the claim must be submitted to the Office of the City Engineer in writing within 2 working days after the time of the bid opening and send copies of the notice to the subcontractors involved.

The bidder shall provide actual the dollar "Sub-Contract Amount" as submitted by each listed sub-contractor, keeping in mind that the prime contractor for this project is required to provide or perform, with his own organization, Contract work amounting to at least 50% of the total contract bid price. Material required for any of the Contract work of this Project that is purchased directly by the prime Contractor is considered as included in the prime Contractor's 50% requirement. If material purchased directly by the prime Contractor is to be used by a listed sub-contractor in performing Contract work, the dollar amount of such purchased material should not be included in the dollar amount listed for said sub-contractor.

Subsection 2-3.2, "Self Performance," of the Standard Specifications, shall be revised as follows:

If the Bid submitted by the Contractor fails to meet at least fifty (50) percent of the amount of work required with its own forces, the Bid will be considered non-responsive and rejected with no further consideration. If after execution of the Agreement the CITY discovers the Contractor is performing work amounting to less than fifty (50 percent) of the Contracted amount, except for "Specialty Items," the Contractor will be notified that he or she is in violation of the Contract and will have that portion subcontracted for which is less than fifty percent (50%) of the amount of work required to be performed by the Contractor deducted from payment to the Contractor. The deduction shall not exceed fifty percent (50%) of the Contracted amount required to be performed by the Contractor. The Contractor will not be penalized by the CITY resulting from Contract Change Orders that increase subcontract items of work.

Subcontracts shall include provisions that the Contract between the CITY and the Contractor is part of the subcontract. Subcontracts shall also contain certification by the subcontractor that said subcontractor is experienced in, qualified to do, and knowledgeable about, the subcontracted work. Copies of subcontracts shall be available to the Engineer at the time any litigation against the CITY concerning the Project is filed.

_____
BIDDER'S FIRM NAME

DESIGNATION OF SUB - CONTRACTORS
PLANS & SPECIAL PROVISIONS NO. 13057

In compliance with the provisions of Section 4100-4114 of the Public Contract Code of the State of California and any amendments thereof, each bidder shall set forth the name and location of each subcontractor who will perform work or labor or render service to the Contractor.

Name & Address Under Which Licensed	Agency & No. of MBE/WBE CERT. (If Applicable)	Sub-Contractor's Phone #, License # & Class	Sub-Contract Amount	Work to Be Performed:
1.			$	
2.			$	
3.			$	
4.			$	
5.			$	
6.			$	

IF ADDITIONAL SPACE IS REQUIRED, PLEASE DUPLICATE THIS SHEET
DO NOT WRITE ON THE BACK

_____
BIDDER'S FIRM NAME

BIDDER SELF-PERFORMANCE VERIFICATION FORM
BID AND CONTRACTING DOCUMENTS; SPECIAL PROVISIONS NO. 13057.
(To be completed and submitted with Prime Contractor's Bid documents)

This form is intended to assist the Bidder in verifying its compliance with Subsection 2-3, "SUBCONTRACTS," of the Standard Specifications and these Special Provisions.

(1) Total Dollar ($) amount of the Work to be performed by Subcontractors: $_____

(2) Specialty Items (to be performed by Subcontractors):

Item No. _____ $_____

Item No. _____ $_____

Item No. _____ $_____

Item No. _____ $_____

Item No. _____ $_____

Item No. _____ $_____

Item No. _____ $_____

Item No. _____ $_____

Subtotal: $_____

(3) Net subcontracted amount $_____
(Line 1- Line 2):

(4) Contract Price (Grand Total from the Schedule of Prices):
$_____

(5) Contract Price less Specialty Items to be performed by subcontractors:
(Line 4- Line 2) $_____

(6) Percentage to be self-performed ([Line 5 – Line 3]/Line 5 X 100):
(by Prime Contractor) _____%

If Line 6 is less than 50%, the amount of work to be self-performed by the Prime Contractor is not in conformance with Subsection 2-3, "SUBCONTRACTS," of the Standard Specifications and these Special Provisions.

WORKERS' COMPENSATION INSURANCE CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor:

NAME OF FIRM: _____

BY: _____

TITLE: _____

DATE: _____

(This affidavit shall be executed by all bidders at the time of bid submittal. Failure to execute the affidavit on this page will result in rejection of bid.)

NON-COLLUSION AFFIDAVIT

To the Department of Public Works, City of San Bernardino, State of California:

The undersigned in submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

> That he or she is of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract on anyone interested in the proposed contract; or take any action in restraint of free competitive bidding in connection with such contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

_____
Firm Name

_____
Signature of Bidder

_____
Printed Name and Title

_____

_____
Business Address

_____
Place of Residence

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____
the above proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signed _____
Notary Public in and for the County of

_____, State of California.

My Commission expires on _____, _____
Year

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ as Principal, and _____

_____ as Surety, are hereby and firmly bound unto the **City of San Bernardino**, State of California, hereinafter referred to as "Obligee" in the penal sum of ten percent **(10%)** of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal has submitted to Obligee, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

_____

_____

(Copy here the exact title description of work, including location, as it appears on the Bid and Contract Document)

for which bids are to be opened on _____
(Insert date of opening)

NOW, THEREFORE,

a. If said Bid shall be rejected, or in the alternate,
b. If said Bid shall be accepted and the Principal shall execute a contract in the Form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void; otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid; and said Surety does hereby waive notice of any such extension.

Signed, this _____ day of _____, 20 _____.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first mentioned.

_____ (SEAL)	_____ (SEAL)
Principal	*Surety*
By: _____	By: _____
Signature	*Signature*
_____	_____
Printed Name and Title	*Printed Name and Title*

NOTE: Notarization of Principal and Surety signatures and Power of Attorney of the Surety shall accompany this form.

_____
BIDDER'S FIRM NAME

MBE/WBE INFORMATION - GOOD FAITH EFFORTS
PLANS & SPECIAL PROVISIONS NO. 13057

The City of San Bernardino has established a Minority Business Enterprise (MBE) Goal of **15%** and a Women Business Enterprise (WBE) Goal of **5%** for this project. The information provided herein shows that adequate good faith efforts were made.

A. The names and dates of each publication in which a request for MBE/WBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	*Dates of Advertisement*

B. The names and dates of written notices sent to certified MBEs/WBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the MBEs/WBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of MBE/WBE Solicited	*Initial Solicitation Dates*	*Follow Up Methods and Dates*

C. The items of work which the bidder made available to MBE/WBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate MBE/WBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate MBE/WBE participation was made available to MBE/WBE firms.

Items of Work	*Breakdown of Items*

D. The *names, addresses* and *phone numbers* of ***rejected*** MBE/WBE firms, the *reasons for the bidder's rejection* of the MBE/WBE, and the firms ***selected*** for that work (please attach copies of quotes from the firms involved):

Firms Rejected

_____

_____

_____

_____

_____

_____

Firms Selected

_____

_____

_____

_____

_____

_____

E. Efforts made to assist interested MBE/WBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to MBE/WBEs:

_____

_____

_____

_____

_____

_____

F. Efforts made to assist interested MBE/WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the MBE/WBE subcontractor purchases or leases from the prime contractor or its affiliate:

_____

_____

_____

_____

_____

_____

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using certified MBEs/WBE firms (please attach copies of requests to agencies or organizations, and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	*Method / Date of Contact*	*Results of Contact*

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

_____
BIDDER'S FIRM NAME

REFERENCES
PLANS & SPECIAL PROVISIONS NO. 13057

Date: _____

The following are the names, addresses, and phone numbers for three public agencies for which BIDDER has performed similar work **within the past two years**:

Public Agency's Name & Address	Type of Project	Contract Amount	Date Completed	Contract Name, Title & Phone Number
1.		$		
2.		$		
3.		$		

_____
BIDDER'S FIRM NAME

PRE-QUALIFICATION
PLANS & SPECIAL PROVISIONS NO. 13057

Contractor shall: a) have a minimum of three (3) years experience in the application of the Polymer Modified Asphalt Surface Sealer as applied to scrub-seal; or b) have successfully completed at least three (3) scrub seal projects utilizing the scrub-broom to the satisfaction of their clients. The Engineer's decision as to whether information submitted by the Contractor meets the qualifications above shall be final.

Public Agency's Name & Address	Project	Contract Amount	Date Completed	Contract Name, Title & Phone Number
1.		$		
2.		$		
3.		$		

IF ADDITIONAL SPACE IS REQUIRED, PLEASE DUPLICATE THIS SHEET
DO NOT WRITE ON THE BACK

PART II

SPECIAL PROVISIONS

SPECIAL PROVISIONS

INSTRUCTIONS TO BIDDERS

SECTION 1

1-1 SPECIFICATIONS AND PLANS

1-1.01 GENERAL -- The work embodied herein shall be done in accordance with the Standard Specifications for the Public Works Construction, latest edition in effect on the first day of the advertised "Notice Inviting Sealed Bids" for this project, and City of San Bernardino Standard Drawings, insofar as the same apply and in accordance with the following Special Provisions.

1-1.02 DEFINITIONS -- Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

Agency - The City of San Bernardino, or CITY.

Board - The Mayor and Common Council for the City of San Bernardino.

City Engineer - The City Engineer for the City of San Bernardino.

Laboratory - The laboratory to be designated by the City of San Bernardino to test materials and work involved in the contract.

Office of the District - Whenever, in the Standard Specifications, reference is made to the office of the District or the District's office, such references shall be deemed made to the Office of the City Engineer, Public Works Department, located on the 3rd floor of City Hall for the City of San Bernardino, 300 N. "D" Street, San Bernardino.

The mailing address for the City of San Bernardino's Public Works Department is:

City of San Bernardino
Public Works Department
300 North "D" Street, 3rd Floor
San Bernardino, CA 92418-0001

Resident Engineer - The Resident Engineer is the City of San Bernardino's City Engineer, registered as a Civil Engineer in the State of California, or the designated representative of the City of San Bernardino's City Engineer, registered as a Civil Engineer in the State of California.

Engineer

Notice Advertising for Bids - Notice Inviting Sealed Bids.

Standard Specifications - Standard Specifications for Public Works Construction "Green Book".

Other terms appearing in the Standard Specifications, and these Special Provisions, shall have the intent and meaning specified in Section 1-2, "Definitions", in the Standard Specifications.

1-1.03 STANDARD SPECIFICATIONS - The Standard Specifications for the Agency (CITY) are contained in the most current edition of the **STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, "GREEN BOOK",** as written and promulgated by the Public Works Standards, Incorporated, a mutual benefit corporation comprised of five members representing the American Public Works Association, and four members from the Associated General Contractors of California, the Engineering Contractors Association, the Southern California Contractors Association, and BNi Publications, Incorporated.

The Standard Specifications set forth above will control the general provisions for this Contract except as amended by the Plans, Special Provisions, or other Contract documents.

Only those Sections requiring amendment or elaboration or specifying options are called out.

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

References in these Special Provisions to "CALTRANS Standard Specifications" shall mean the Standard Specifications (**MAY, 2010**) of the State of California, Department of Transportation.

References in these Special Provisions to Standard Plans shall mean the Standard Plans for the City of San Bernardino or other governing agency as specified. Applicable Standard Plans for this project are contained in the "Standard Drawings", section of these Special Provisions.

Where the Plans or Special Provisions describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place, that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals and do all the work involved in executing the Contract. The Contractor shall meet or exceed the applicable Public Works Policies and Procedures unless directed otherwise by these Special Provisions or as directed by the Engineer.

The plans and specifications of this Project shall conform to the requirements of the City of San Bernardino Municipal Code and Public Works Construction Policies, the latest editions of the Standard Specifications for Public Works Construction (green book), the American Concrete Institute (ACI), the current California Building Code, the current California Plumbing Code, Caltrans Standard Specifications, and these Special Provisions.

Wherever reference it made to any of the standards mentioned above, the reference shall be construed to mean the code, order or standard that is in effect on the first day of the advertised "Notice Inviting Sealed Bids".

1-1.04 TAXES -- No mention shall be made in the proposal of Sales Tax, Use Tax, or any tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

1-1.05 INTERPRETATION OF PLANS AND DOCUMENTS -- If any person contemplates submission of a Bid for the proposed Contract and is in doubt as to the true meaning of any part of the services to be performed, they may submit a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery by 5:00 p.m. of the **5th working day** prior to the day of the proposed Bid opening.

Any interpretation or correction of the proposed documents shall be made only by Addendum duly issued and copy of such Addendum will be faxed and mailed or delivered to each person of record as receiving a set of such documents. The CITY will not be responsible for any other form of explanation or interpretation of the proposed documents.

1-1.06 ADDENDA OR BULLETINS -- All Bidders are advised as to the possibility of issuance of addenda affecting the items, scope or quantity of the work required for this project. Each Bidder shall be fully responsible for informing themselves as to whether or not any such addenda have been issued. The effect of all addenda to the Contract Documents shall be considered in the Bid and said addenda shall be made a part of the Contract Documents and shall be returned with them. Failure to cover in a Bid any such addenda issued may render the Bid irregular and may result in its rejection by the CITY.

1-1.07 PLANS AND SPECIFICATIONS TO BE PROVIDED -- The CITY will provide the Contractor with five (5) sets of Plans and Specifications at no cost after the Award of Contract. The Contractor shall obtain all additional sets at its own cost.

SECTION 2

2-1 BID REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL -- Bids must submitted on the bid form contained herein. All bids shall be signed, sealed and accompanied by cash, cashier's check or bid bond made payable to the City of San Bernardino, in the amount of ten percent (10%) of the bid. Such cash, check or bond shall be given as a guarantee that the bidder will enter into the contract if awarded to him. In the event the bidder, to whom the contact is awarded, refuses to execute said contract, and/or fails to file the necessary bonds and insurance certificate within ten (10) working days following the date of the CITY's Notice of Award letter, the Bidder shall be considered as not fully executing the contract. By not executing the contract, the use by the public of the improvements will be delayed and the public will suffer great damage. From the nature of the case, it would be extremely difficult and impractical to fix the amount of said damage. Therefore, the CITY and the bidder agree that the bid guarantee of 10% of the bid shall be paid to the CITY as liquidated damages and not as forfeiture. Bid bonds shall be underwritten by a surety company having a rating in Best's most recent Insurance Guide of "A" or better. Bonds must be issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570 and is authorized to issue bonds in the State of California. The Form of Bid Bond is contained in the Bid Documents in Part I of the Special Provisions. Notarization of the signatures of the Principal and the Surety and the Power of Attorney of the signing Surety shall accompany this form. Any bid not accompanied by such bid bond will be rejected as invalid.

2-1.02 MINORITY AND WOMEN'S BUSINESS ENTERPRISES -- A policy for establishing goals for participation of Minority and Women's Business Enterprises (MBE/WBE) was adopted by Resolution No. 95-409 of the Mayor and Common Council of the City of San Bernardino, on 11-20-95. This outreach program superseded Resolution No. 93-411 and the Standard Operation Procedures dated January 1994.

Bidder's outreach efforts (good faith efforts) must reach out to MBEs, WBEs and all other business enterprises. Prime bidders could reasonably be expected to produce a level of participation by interested subcontractors of **15** % MBE and **5** % WBE on this project.

Bidders shall make every reasonable effort to solicit bids from MBE/WBEs.

A justification shall be provided to support the rejection of any bid from a minority or women's business enterprise, certified by CALTRANS.

2-1.03 MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISES AND CITY PROCUREMENTS -- It is the policy of the City of San Bernardino to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs) and all other enterprises an equal opportunity to participate in the performance of all CITY contracts. Bidders shall assist the CITY in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including local MBEs and WBEs, have an equal opportunity to compete for and participate in CITY contracts. Bidders' good faith efforts to reach-out to MBEs, WBEs and all other business enterprises shall be determined by the following factors:

(1) The bidder attended pre-solicitation or pre-bid meetings, if any, scheduled by the CITY to inform all bidders of the requirements for the project for which the contract will be awarded. The CITY may waive this requirement if the bidder certifies it is informed as to those project requirements.

(2) The bidder identified and selected specific items of the project for which the contract will be awarded to be performed by sub-contractors to provide an opportunity for participation by MBEs, WBEs and other business enterprises. The bidder shall, when economically feasible, divide total contract requirements into small portions or quantities to permit maximum participation of MBEs, WBEs and other business enterprises.

(3) The bidder advertised for bids from interested business enterprises not less than ten calendar days* prior to the submission of bids, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the CITY.

(4) The bidder provided written notice of its interest in bidding on the contract to those business enterprises, including MBEs and WBEs, having an interest in participating in such contracts. All notices of interest shall be provided not less than ten calendar days* prior to the date the bids were required to be submitted. In all instances, the bidder must document that invitations for sub-contracting bids were sent to available MBEs, WBEs and other business enterprises for each item of work to be performed.

Certified minority (MBE/WBE) subcontractors and material suppliers for the San Bernardino area located in CALTRANS District 8 are listed on the California Unified Certification Program (CUCP) DBE Directory and can be obtained by accessing the directory on the California Department of Transportation DBE website at *http://www.dot.ca.gov/hq/bep/find_certified.htm*

(5) The bidder documented efforts to follow up initial solicitations of interest by contracting the business enterprises to determine with certainty whether the enterprises were interested in performing specific portions of the project.

(6) The bidder provided interested enterprises with information about the Plans, Specifications and requirements for the selected sub-contracting work.

(7) The bidder requested assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs and other business enterprises not less than fifteen days* prior to the submission of bids.

(8) The bidder negotiated in good faith with interested MBEs, WBEs and other business enterprises and did not unjustifiably reject as unsatisfactory bids prepared by any enterprises, as determined by the CITY. As documentation the bidder must submit a list of all sub-bidders for each item of work solicited, including dollar amounts of potential work for MBEs, WBEs and other business enterprises.

(9) The bidder documented efforts to advise and assist interested MBEs, WBEs and other business enterprises in obtaining bonds, lines of credit, or insurance required by the CITY or Contractor.

If the CITY has established expected levels of participation for MBE and WBE sub-contractors, failure to meet those levels shall not be a basis for disqualification of the bidder. A determination of the adequacy of a bidders' good faith effort must be based on due consideration of the indicia of good faith as set forth above.

In the event that the CITY is considering awarding away from the lowest bidder or not awarding a contract to a proposed bidder because the bidder is determined to be non-responsive for failure to comply with the good faith indicia set forth above, the CITY shall, if requested, and prior to the award of the Contract, afford the bidder the opportunity to present evidence to the Mayor and Common Council in a public hearing of the bidders' good faith efforts in making its outreach. In no case should the CITY award away pursuant to this program if the bidder makes a good faith effort but fails to meet the expected levels of participation.

For the purposes of this Policy, "minority" shall be synonymous with "minority person" as defined in California Public Contract Code Section 2000(f). Nothing herein restricts the discretion of the CITY to reject all bids in accord with Charter Sections 140 and 238 or Chapter 3.04 of the San Bernardino Municipal Code.

The directions set forth herein shall take effect immediately, and all CITY Departments shall modify their implementation programs to the extent such programs are inconsistent with this policy.

2-1.04 SUBMISSION OF MBE/WBE INFORMATION – GOOD FAITH EFFORTS - The Contractor may submit the MBE/WBE INFORMATION – GOOD FAITH EFFORTS document with the contract Bid Documents prior to the hour of the bid opening. If this document is not submitted with the Bid Documents, it must be submitted to the Public Works Department, upon request, by 4:30 p.m. on the fourth working day following the day of the bid opening. ***In the of case short bid opening periods**, proof of **faxes** requesting MBE, WBE participation and faxed requests for assistance in recruitment of MBEs and WBEs **shall suffice**.

2-1.05 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS -- Each bid shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his total bid or $10,000.00, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

A sheet for listing the subcontractors, as required herein, is included in the Bid Documents, in Part I of these Special Provisions.

2-1.06 REQUIRED EXAMINATION OF ALL CONTRACT DOCUMENTS

A. Before submitting a Bid, each Bidder shall thoroughly examine and be familiar with the Specifications, Plans, addenda, and all other Contract Documents. The submission of a Bid shall constitute an acknowledgement upon which the CITY may rely that the Bidder has thoroughly examined and is familiar with all the Contract Documents.

B. The failure or neglect of a Bidder to receive or examine any of the Contract Documents shall in no way relieve that Bidder from any obligation with respect to its Bid or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Contract Documents.

C. The Bidder shall not be allowed any extra compensation by reason of any matter or thing, concerning that which such Bidder might have fully informed himself prior to the bidding.

D. No Bidder shall at any time after submission of a bid make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job.

2-1.07 REQUIRED INSPECTION OF THE SITE --

A. Bidders are required to inspect the site of the proposed work to satisfy themselves by personal examination, or by such other means as they may prefer, of the location of the proposed work, and of the actual conditions, including subsurface of, and at, the site of the proposed work.

B. If, during the course of examination, a Bidder finds facts or conditions that appear to be in conflict with the letter or spirit of the bidding documents, the Bidder shall notify the Engineer immediately.

C. Submission of a Bid by the Bidder shall constitute conclusive evidence that, if awarded the Contract, it has relied and is relying on its own examination of the following:

1. The site of the proposed work.

2. Access to the site.

3. All other data and matter requisite to the fulfillment of the work.

4. The Bidder's own knowledge of existing facilities on and in the vicinity of the site of the proposed work under the Contract.

5. The conditions to be encountered.

6. The character, quality, scope and complexity of the proposed work.

7. The quality and quantity of the materials to be furnished.

8. The requirements of the Special Provisions, Plans, any Addenda, or any other Contract Documents.

D. The information provided by the CITY is not intended to be a substitute for, or a supplement to, the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder.

2-1.08 DESIGN ENGINEER MAY NOT BID ON CONSTRUCTION CONTRACT -- No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the Contract to construct the Project. The ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

2-1.09 WITHDRAWAL OF BIDS -- A bid may be withdrawn by a written request signed by the Bidder. Such requests must be delivered to the CITY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids" or an amended date and hour stipulated in a signed addenda to the Special Provisions. The withdrawal of a bid will not prejudice the right of the Bidder to submit a new bid, providing there is time to do so. Bids may not be withdrawn after said bid opening hour without forfeiture of the bidder's bid guarantee.

2-1.10 IRREGULAR BIDS -- Unauthorized conditions, limitations, or provisions attached to a bid will render it irregular and may cause its rejection. The completed bid forms shall be without interlineations, alterations, or erasures. No oral, telegraphic, or telephonic bid, modification, or withdrawal will be considered.

SECTION 3

3-1 AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL -- The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed. The award of the Contract will be made by the Mayor and the Common Council at a Council meeting. **The bidder, to whom the contract is awarded, shall file with the Engineer all required bonds and insurance policies, and execute the contract within 10 calendar days after receiving notification of the award.** Failure to file the stipulated documents and execute the contract within the prescribed time shall constitute good and sufficient grounds for rescission of the award and payment of 10% of the bid to the CITY as liquidated damages.

3-1.02 AWARD OF CONTRACT -- Following a review of the bids, the CITY shall determine whether to award the Contract or to reject all bids. The award of Contract, if made, will be to the lowest responsible Bidder as determined solely by the CITY. Additionally, the CITY reserves the right to reject any or all bids, to accept any bid or portion thereof, to waive any irregularity and to take the bids under advisement for the period of time stated in the legal Notice Inviting Sealed Bids as may be required to provide for the best interest of the CITY. The Contractor's original signature on the Bid Form shall constitute a commitment on the part of the Bidder to furnish the items as set forth in the Bid Form, the Special Provisions-Instructions to Bidders, the Plans, the Standard Specifications, the Notice Inviting Sealed Bids and Addenda, together with any attachments. The Bidder to whom the Contract is awarded shall be notified upon approval of the Contract by the Mayor and Common Council. The Bid Form, the Special Provisions-Instructions to Bidders, the Plans, the Special Provisions, the Notice Inviting Sealed Bids and Addenda, together with any attachments, shall be considered as part of the Contract between the CITY and the Contractor to whom the Contract is awarded. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom the award is contemplated.

3-1.03 CONTRACT BONDS -- The Payment and Faithful Performance Bonds shall be filed with the Engineer before the Notice to Proceed is executed by the CITY. In accordance with Section 2-4, "CONTRACT BONDS", of the Standard Specifications, the contract bonds, including Payment Bond (Material and Labor Bond) and Performance Bond shall be underwritten by a surety company having a rating in Best's most recent Insurance Guide of "A" or better. Bonds must be issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570 and is authorized to issue bonds in the State of California. The Contractor shall provide to the CITY three (3) original "wet" copies of Payment and Performance Bonds equal to 100% of the award amount of the Contract.

3-1.04 DISQUALIFICATION OF BIDDERS -- In the event that any Bidder acting as a prime contractor has an interest in more than one submitted bid, all such submitted bids will be rejected and the Bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one Bidder and, while doing so, may also submit a formal bid as a prime contractor.

No Contract will be executed unless the Bidder is licensed in accordance with the provisions of the State Business and Professions Code.

The Contractor shall fill out all documents contained in the Bid Document section, and comply with all the requirements of the Bid Documents and specifications contained in the Special Provisions.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to BMP/SWPPP, traffic control and detour plans or escrowed bid documents, where applicable, will delay the issue of the Notice to Proceed, and such delay will subject the bidder to a negative determination of the bidder's responsibility should the bidder choose to participate in future public works bid offerings.

SECTION 4

4-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

4-1.01 GENERAL -- Attention is directed to the provisions of Section 6-1, "Construction Schedule and Commencement of Work", Section 6-7.1, "Time of Completion", Section 6-8, "Completion, Acceptance and Warranty" and of Section 6-9, "Liquidated Damages" of the Standard Specifications and these Special Provisions.

4-1.02 PRE-CONSTRUCTION MEETING -- The Pre-Construction Meeting shall be within 10 working days of the notification of the award of the Contract by the Mayor and Common Council. The Contractor shall, at the time of the notification of award, inform the Construction/Survey Manager of any special circumstances or conditions that might prohibit the Contractor from attending a Pre-Construction Meeting during this period, or from commencing work as scheduled.

In respect to work performed under the Contract, Subsection 6-1, "Construction Schedule" of the Standard Specifications, shall be deemed revised to include as follows:

> The Contractor's representative **and the Contractor's principal *[$10,000 of work and above of the Contract work]* subcontractors shall attend the City's pre-construction meeting.** Other agencies and utilities involved in this Project may also have separate pre-construction meetings; the Contractor **and applicable subcontractors are required to attend the agency/utility meetings.**

In respect to work performed under the Contract, the first sentence of the first paragraph of Subsection 6-1, "Construction Schedule" of the Standard Specifications, shall be deemed revised to read as follows:

> The Contractor shall submit a proposed construction schedule (Gant Chart) for the entire Work to the Engineer for review and approval five (5) working days prior to the Pre-Construction Meeting and revised schedules thereafter as required by the Engineer when the Contractor's activities differ or are expected to differ from the latest existing schedule. If the Contractor has not submitted a Construction Schedule upon the date to start work in the Notice to Proceed, the Contractor will not be allowed to start work and will not be granted additional time. The Contractor shall refer to Section 8-1.01, "Description of Work" of these Special Provisions for any required or preferred sequence of work.

4-1.03 NOTICE TO PROCEED -- The Notice to Proceed shall not be issued until all required documents have been submitted and approved by the Engineer. The Contractor shall immediately notify and obtain the approval of the Construction/Survey Manager, **prior to the Pre-Construction Meeting**, should special circumstances or conditions exist that might prohibit the Contractor from providing all required documentation and commencing work as scheduled within 10 working days of the Pre-Construction meeting.

Required documentation shall include the Contractor's applicable **NPDES plan** (for required submittal time refer to Section 6-1.03 of these Special Provisions), the proposed **Construction Schedule, Traffic Control Plan** and **Traffic Detour Plan** (as required). The Construction Schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered. The schedule shall be in the form of a tabulation, chart or graph.

4-1.04 WORKING DAYS -- The Contractor shall diligently prosecute the work for Bid Schedule Nos. 1 & 2 to completion before the expiration of

Ten (10) WORKING DAYS

from the date of the "NOTICE TO PROCEED".

4-1.05 PERMITS AND LICENSES -- Prior to issuance of a "Notice to Proceed", Contractor and its subcontractors shall obtain a CITY Business Registration from the City Clerk's Office, San Bernardino City Hall, 300 North "D" Street, 2nd Floor, San Bernardino, CA 92418.

4-1.06 LIQUIDATED DAMAGES -- The Contractor shall pay to the City of San Bernardino the sum of **$500.00** per day for each calendar day's delay in finishing the work in excess of the number of working days prescribed above.

In case all the work called for is not completed in all parts and requirements within the time specified, the CITY shall have the right to grant or deny an extension of time for completion, as may seem best to serve the interest of the CITY. The Contractor will not be assessed with liquidated damages during the delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of Contractors or Subcontractors, epidemics, quarantine, restrictions, freight embargo, unusually severe weather, or delays of Subcontractors due to such causes provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the CITY, in writing, of the cause of the delay. The CITY will ascertain the facts and the extent of the delay, and the findings thereon shall be final and conclusive.

4-1.07 PROGRESS REPORTS AND ACCOUNTING OF CONTRACTOR WORKING DAYS -- The Contractor shall submit periodic Progress Reports to the Engineer **by the tenth day of each month.** The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports. *Section 6-7.3, "Contract Time Accounting", of the Standard Specifications is superseded by these Special Provisions*. The Engineer or designee will make a daily determination of each working day to be charged against the contract time. Per the Contractor's written request, the Engineer will provide working and non-working days to the Contractor.

4-1.08 INSPECTION -- The Contractor is responsible to notify the Public Works Department Inspection 48 hours prior to the start of any work. **Any work performed without inspection by the CITY is subject to rejection and removal of work performed and, at the Contractor's expense, the work will have to be reconstructed.** At the CITY's request, and the Contractor's expense, any pipes less than 24" must be inspected by camera for joint grouting and any other inspection.

For inspection after regular working hours, see Section 6-1.06 "HOLIDAYS, WORKING DAYS AND HOURS", of these Special Provisions.

SECTION 5

5-1 LEGAL REQUIREMENTS

5-1.01 INSURANCE REQUIREMENTS -- The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The Contractor shall indemnify and save harmless the City of San Bernardino, the County of San Bernardino, the State of California, and/or any incorporated city from all claims or suits for damages arising from the prosecution of the contract work, as more fully described in Subsection 5-1.07, "Contractor's Liability", of these Special Provisions.

The Contractor agrees to protect, defend and indemnify the City of San Bernardino against loss, damage or expense by reason of any suit claims, demands, judgments and causes of action caused by the Contractor, its employees, agents or any subcontractor, or by any third party arising out of or in consequence of the performance of all or any operations covered by the Certificate of Insurance. The Contractor, at its option, may include such coverage under Public Liability coverage.

5-1.02 LIABILITY INSURANCE -- The Contractor's attention is directed to Section 7-3, "Liability Insurance", of the Standard Specifications, providing that the Contractor shall furnish the CITY with a policy or certificate of liability insurance prior to execution of the contract. **All of the Insurance Policies shall name the City of San Bernardino as an additional insured.** The endorsement shall be provided by the broker or agent of the insurance company and shall be notarized to that effect. ACCORD Forms are not acceptable, nor forms signed by the broker, unless they have Power of Attorney to bind the insurance provider. (See attached sample forms.)

Contractor shall maintain minimum limits of insurance no less than:

1. General Liability: $1,000,000.00 per occurrence and $2,000,000.00 aggregate for bodily injury, personal injury and property damage. Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/location;

2. Products/Completed Operations: $1,000,000.00 per occurrence and $2,000,000.00 aggregate;

3. Automobile Liability: $1,000,000.00 per accident for bodily injury and property damage;

4. Employer's Liability: $1,000,000.00 per accident for bodily injury or illness;

5. Course of Construction: Completed value of the project.

5-1.03 WORKERS' COMPENSATION INSURANCE -- The Contractor's attention is directed to Section 7-4, "Workers' Compensation Insurance", of Standard Specifications, providing that the Contractor shall file a signed Certificate of Workers' Compensation Insurance before execution of the contract.

5-1.04 PAYMENT OF PREVAILING WAGE RATE -- The Contractor and all subcontractors shall pay each craft or worker employed on this project not less than the prevailing wage rates specified in Resolution No. 90-358 of the Mayor and Common Council of the City of San Bernardino. The Engineer shall have the right to interview any craft or worker on the project site in order to verify payment of prevailing wage rates in accordance with Resolution No. 90-358. Prevailing wages shall comply with current rates and all updates in effect on the date of the first advertisement by the City Clerk of the "Notice Inviting Sealed Bids".

The Contractor shall comply with the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

5-1.05 PAYROLL RECORDS -- The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by his subcontractors.

(a) The Contractor and all subcontractors shall keep an accurate payroll record, showing the name address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with public work.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

(c) Each Contractor shall file a certified copy of the records enumerated in subdivision (a) with the Engineer on a weekly basis. It will be the Contractor's responsibility to submit the records enumerated in subdivision (a) for all his subcontractors, in addition to his own employees. Failure to submit the records enumerated in subdivision (a) on a timely basis shall constitute good and sufficient reason for withholding the partial payments for work accomplished.

5-1.06 EMPLOYMENT OF APPRENTICES -- This project is subject to the State of California Division of Apprenticeship Standards (DAS) requirements for the employment of apprentices.

The Contractor's attention is directed to the provisions in the following section of the California Labor Code concerning employment of apprentices on public works projects:

1773.3 An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request.

Additional information regarding the Contractor's options for the employment of apprentices registered with the California Department of Industrial Relations, DAS can be obtained at ***http://www.dir.ca.gov/DAS/PublicWorksForms.htm***.

5-1.07 CONTRACTOR'S LIABILITY -- The City of San Bernardino, the Mayor and Common Council, the City Manager or the City Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workers or the public; or for damage to any person or persons, either workers or the public; or for damage to adjoining property from any cause which might have been prevented by the Contractor, or his workers, or any one employed by him; against all of which injuries or damages to persons and property the Contractor, having control over such work, must properly guard.

The Contractor shall not encroach on private property adjacent to this project in any phase of the construction without first obtaining a signed Right Of Entry document from the property owner and submitting this Right Of Entry to the Engineer for approval, prior to any entry or encroachment onto private property.

The Contractor shall be responsible for any injury to any person or damage to property resulting from any defects or obstruction occurring any time before project completion and final acceptance, and shall indemnify and save harmless the City of San Bernardino, the Mayor and Common Council, the City Manager or the City Engineer from all suits or actions of every name and description brought for, or on account of, any injuries or damages received or sustained by any person or persons, by the Contractor, his servants or agents, in the construction of the work or in consequence of any negligence in guarding the same, in improper materials used in its construction, by or on account of any act or omission of the Contractor or his agents, and so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the CITY may be retained by the CITY until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or adequate at any time during the life of the Contract, the Engineer may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any monies due, or becoming due, the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

5-1.08 DIFFERING SITE CONDITIONS -- During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

No conflict adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

Any contract adjustment warranted due to differing site conditions will be made in accordance with the provisions in Section 3-4, "Changed Conditions", of the Standard Specifications.

5-1.09 ATTORNEY'S FEES AND ARBITRATION -- The prevailing party in any legal action to enforce or interpret any provisions of this Agreement will be entitled to recover from the losing party all attorney fees, court costs and necessary disbursements in connection with that action. The costs, salary and expenses of the City Attorney and members of his office, in connection with that action, shall be considered as attorney's fees for the purposes of this Agreement. Caltrans Standard Specifications Section 9-1.10 regarding Binding Arbitration is hereby specifically excluded from this Contract.

5-1.10 CITY BUSINESS REGISTRATION CERTIFICATE -- The Contractor and its subcontractors warrant they possess, or shall obtain, and maintain during the term of this Agreement, business registration certificate(s) pursuant to Title 5 of the City of San Bernardino Municipal Code, and any and all other licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required of contractor/consultant/vendor to practice its profession, skill or business. Contractor shall obtain a City of San Bernardino Business Registration at his/her own expense.

ACORD FORM INSURANCE **SAMPLE:**

ACCORD CERTIFICATE OF INSURANCE

DATE (MM/YY/DD)
00 / 00 / 00

PRODUCER

COMMERCIAL ASSOCIATES INS., INC.
1226 EAST LA PALMA AVENUE
ANAHEIM, CA 92807
(714) 524-4949 FAX: (7145) 524-4940

THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	CNA - TRANSCONTINENTAL
COMPANY B	CNA – VALLEY FORGE
COMPANY C	CHUBB GROUP – FEDERAL INSURANCE
COMPANY D	

INSURED

YOUR COMPANY NAME
AND ADDRESS

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/YY/DD)	POLICY EXPIR DATE (MM/YY/DD)	LIMITS	
A	GENERAL LIABILITY	102267576	02/01/98	02/01/99	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GEN LIABILITY				FIRE DAMAGE (ANY ONE FIRE)	$ 500,000
	CLAIMS MADE / OCCUR				MED EXP (ANY ONE PERSON)	$ 5,000
	X OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGREGATE	$ 2,000,000
					PRODUCTS-COMP/OP AGG	$ 2,000,000
B	AUTOMOBILE LIABILITY	BAP 5197135	02/01/98	02/01/99	COMBINED SINGLE LIMIT	$ 1,000,000
	X AUTO				BODILY INJURY (Per Person)	$
	ALL OWNED AUTOS				BODILY INJURY (Per Accident)	$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident)	$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EACH ACCIDENT	$
	ANY AUTO				other than auto only: EACH ACCIDENT	$
					other than auto only: AGGREGATE	$
C	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY	[illegible]	[illegible]	02/01/99	X WORKERS COMP STATUTORY LIMITS	
					E.L. EACH ACCIDENT	$1,000,000
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				E.L. DISEASE – EA EMPLOYEE	$1,000,000
					E.L. DISEASE – POLICY LIMIT	$1,000,000
	OTHER					

SAMPLE ONLY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

JOB LOCATION: ALL CALIFORNIA OPERATIONS OF THE NAMED INSURED
RE: *(INSERT PROJECT NAME)*
BELOW NAMES AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AS REQUIRED BY PROJECT CONTRACT

CERTIFICATE HOLDER

THE CITY OF SAN BERNARDINO
DEPARTMENT OF PUBLIC WORKS
300 N. "D" STREET, 3RD FLOOR
SAN BERNARDINO, CA 92418-0001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUEING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMES TO THE LEFT.

AUTHORIZED REPRESENTATIVE

JOHN E. SMITH ***(Signature)***

ACCORD 25-S (1/95)

© ACCORD CORPORATION

COMMERCIAL GENERAL LIABILITY

NAMED INSURED:

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED ------ OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART-OCCURRENCE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

CITY OF SAN BERNARDINO
DEPARTMENT OF PUBLIC WORKS
300 NORTH "D" STREET, 3RD FLOOR
SAN BERNARDINO, CA 92418-0001

SAMPLE ONLY

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

*NOTE: MUST BE SIGNED BY **AUTHORIZED REPRESENTATIVE** FOR PROVIDER*
*SUPPLY **POWER OF ATTORNEY** GIVING AUTHORITY TO BIND*

CG 20 10 11 85

_____.
Authorized Representative for
CNA Insurance Group
Golden Eagle Insurance Company

SECTION 6

6-1 GENERAL

6-1.01 INCREASED OR DECREASED QUANTITIES -- If the total pay quantity of any item of work subject to the provisions in Section 3-2.2, "Contract Unit Prices", of the Standard Specifications varies by more than 25 percent, compensation payable to the Contractor will be determined in accordance with said Section 3-2.2.1, "General", of the Standard Specifications and these Special Provisions.

When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the Engineer's Estimate is less than $1,500 at the applicable Contract unit price, the Engineer reserves the right to make no adjustment in said price if he so elects, except that an adjustment will be made if requested in writing by the Contractor. Such Contractor's request shall be accompanied by adequate, detailed data to support costs of the item.

Should the total pay quantity of any item of work required under the Contract be less than 75 percent of the Engineer's Estimate, therefor, the Engineer reserves the right to make no adjustment in said price if he so elects, except that an adjustment will be made if requested in writing by the Contractor. Such Contractor's request shall be accompanied by adequate, detailed data to support costs of the item.

The payment of the total pay quantity of such item of work will in no case exceed the payment which would be made for the performance of 75 percent of the Engineer's Estimate of the quantity at the original Contract unit price.

6-1.02 SOUND CONTROL REQUIREMENTS -- Sound control shall comply with Chapter 8.54 of the City of San Bernardino Municipal Code and these Special Provisions.

The noise level from the Contractor's operations between the hours of 9:00 p.m. and 6:00 a.m. shall not exceed 86 dbA at the distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise levels

Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

6-1.03 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS -- The Contractor shall adhere strictly to Sections 7-8 and 7-10 of the Standard Specifications for Public Works Construction (Green Book) throughout the entire Project. The Contractor, without limitation, shall be responsible for providing and implementing Best Management Practices to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The Contractor shall be responsible, to the fullest extent possible, for preventing any contaminants, including soil, from entering any drainage system. The Contractor shall be responsible for having sufficient materials on hand and being prepared to provide erosion and sediment controls capable of preventing erosion from being washed into the storm drain system. The Contractor shall be responsible for maintaining equipment so that oil, grease, gasoline, diesel fuel, et al., do not contaminate areas subject to run-off. The Contractor and its Surety shall fully indemnify the CITY for any pollution damage and/or cleaning costs. All construction on off-site or on-site improvements shall adhere to NPDES (National Pollution Discharge Elimination System) Best Management Practices to prevent deleterious materials or pollutants from entering CITY or County storm drain systems.

Contractor shall provide a separate Erosion Control Plan for both Ferree Street and San Bernardino Avenue, with the following areas to be addressed in the Plan as applicable:

1. Handle, store and dispose of materials properly.
2. Avoiding excavation and grading activities during wet weather.
3. Construct diversion dikes and drainage swales around working sites.
4. Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
5. Develop and implement erosion control methodologies within the construction site.
6. Check and repair leaking equipment away from construction site.
7. Designate a location away from storm drains for refueling.
8. Cover and seal catch basins whenever working in their vicinity.
9. Use vacuum with all concrete sawing operations.
10. Never wash excess material from aggregate, concrete or equipment onto a street.
11. Catch drips from paver with drip pans or absorbent material.
12. Clean up all spills using dry methods.
13. Sweep all gutters at the end of each working day.
    Gutters shall be kept clean after leaving construction site.
14. Call 911 in case of a hazardous spill.
15. Keep a running log of all activities in connection with
    the Storm Water Pollution Prevention Plan (SWPPP).
16. Name a person, on site, responsible for complying with SWPPP.

BEST MANAGEMENT PRACTICES (BMPs): Best Management Practices shall be defined as any program, technology, process, site criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the County Regional Best Management Practices Handbook for Construction Activities.

The Contractor shall have a minimum of two (2) readily accessible copies of each publication on the Project work site at all times.

The Contractor shall implement the following BMPs in conjunction with the construction operation and activities:

CONSTRUCTION PRACTICES
Water Conservation Practices
Dewatering
Paving Operations
Structure Construction and Painting

MATERIAL MANAGEMENT
Material Delivery and Storage
Material Use
Spill Prevention and Control

WASTE MANAGEMENT
Solid Waste Management
Hazardous Waste Management
Contaminated Soil Management
Concrete Waste Management
Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT
Vehicle and Equipment Cleaning
Vehicle and Equipment Fueling
Vehicle and Equipment Maintenance

VEGETATIVE STABILIZATION
Scheduling
Preservation of Existing Vegetation
Temporary Seeding and Planting
Mulching

PHYSICAL STABILIZATION
Geotextiles and Mats
Soil Stabilizer/Dust Control
Temporary Stream Crossing
Stabilized Construction Roadway
Stabilized Construction Entrance

RUNOFF DIVERSION
Sodding, Grass Plugging, and Vegetative Buffer strips
Earth Dikes, Drainage Swales, and Lined Ditches
Top and Toe of Slope Diversion Ditches/Berms
Slope Drains and Subsurface Drains

VELOCITY REDUCTION
Flared Culvert End Sections
Outlet Protection/Velocity Dissipation Devices
Check Dams
Slope Roughening/Terracing/Rounding

SEDIMENT TRAPPING
Silt Fences
Straw Bale Barrier
Sand Bag Barrier
Brush or Rock Filter
Storm Drain Inlet Protection
Sediment Traps
Sediment Basin

Additional BMPs may be required as a result of a change in actual field conditions, Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for Contractor activities shall be continuously implemented throughout the Project. Resources to implement BMPs for erosion control and sedimentation shall be readily available and implemented throughout the construction phase and whenever the National Weather Service predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or construction operation that may produce run-off, and whenever run-off from other sources may occur.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP): A SWPPP shall consist of a plan that addresses sediment and erosion control of storm and non-storm waters, through and within construction sites. Effective September 2, 2011, the State Water Resource Control Board Division of Water Quality governs the requirements of the SWPPP.

A SWPPP will be required for the Ferree Street Project. All SWPPP's shall include and incorporate BMPs that address Contractor activities, Erosion Control Plan(s), and sedimentation control. The SWPPP shall also include and incorporate appropriate BMPs for run-off generated by construction activities and other non-storm water sources. During all periods of construction, excavated soils which are stored on-site shall be completely covered with waterproof material and gravel bagged or bermed in order that, in the event of a storm, no soil becomes mixed with or transported by storm water run-off.

A SWPPP shall be defined as a report that includes site map(s), identification of construction and Contractor activities that could pollute storm water, and a description of measures and practices to control the potential pollutants. The preparation and implementation of the SWPPP is intended to ensure that the Contractor will make every reasonable effort to prevent the pollution of water resources during the period of construction.

The Contractor shall ensure that all SWPPPs be written, amended and certified by a Qualified SWPPP Developer (QSD). The QSD shall have one of the following registrations or certifications, and appropriate experience, as required for:

- A California registered professional civil engineer;
- A California registered professional geologist or engineering geologist;
- A California registered landscape architect;
- A professional hydrologist registered through the American Institute of Hydrology;
- A Certified Professional in Erosion and Sediment Control (CPESC) registered through Enviro Cert International;
- A Certified Professional in Storm Water Quality (CPSWQ) registered through Enviro Cert International;
- A Certified Professional in Erosion and Sediment Control (CPESC) registered through the National Institute for Certification in Engineering Technologies (NICET).

The QSD shall list the name and telephone number of the currently designated QSD(s) in the SWPPP, with the author of the QSD's current certificate number on the cover sheet of the SWPPP.

The Contractor shall ensure that all elements of any SWPPP for each Project shall be implemented by a Qualified SWPPP Practitioner (QSP). The QSP is a person responsible for non-storm water and storm water visual observations, sampling and analysis, and for ensuring full compliance with the Construction Permit and implementation of all elements of the SWPPP. A QSP shall be either a QSD or have one of the following certifications:

- A certified erosion, sediment and storm water inspector registered through Certified Professional in Erosion and Sediment Control, Inc.; or
- A certified inspector of sediment and erosion control registered through Certified Inspector of Sediment and Erosion Control, Inc.

A QSP shall have attended a State Water Board- sponsored or approved QSP training course.

If, during construction operations, field conditions change in a manner which, in the opinion of the Engineer, significantly deviates from how the SWPPP, as approved by the CITY, addressed the current construction operation, the Engineer may direct the Contractor to revise the current construction operation and/or the SWPPP. Such directions will be made in writing and will specify the items of work for which the SWPPP is inadequate. No further work on these items will be permitted until the Contractor revises the construction operations to the satisfaction of the Engineer and/or until the Contractor submits a revised SWPPP and receives CITY approval.

The Engineer will notify the Contractor of the acceptance or rejection of the revised SWPPP within seven (7) working days from the date of submittal.

The **Erosion Control Plan, BMP** (Best Management Practices) **and/or SWPPP** (Storm Water Pollution Prevention Plan) **shall be submitted to the CITY for review and approval a minimum of ten (10) working days prior to the commencement of construction operations** in accordance with this Section 6-1.03 of these Special Provisions.

The CITY, as Permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The CITY may assess the Contractor a penalty of **$1,000** for each calendar day that the Contractor has not fully implemented the BMP(s) or SWPPP specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the CITY will deduct, from the final payment due the Contractor, the total amount of any fines levied on the CITY, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMP(s) or SWPPP.

THE CONTRACTOR SHALL COMPLY WITH THESE REQUIREMENTS AND CITY ENGINEER'S DIRECTION(S) DURING THE COURSE OF CONSTRUCTION. The Contractor shall provide to the CITY, prior to beginning construction, the name and telephone number(s) of the Contractor and/or the Contractor's NPDES representative, whom can be reached and shall respond to calls 24 hours/day for emergencies during construction activity.

The State Water Resources Control Board requirements for the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-0009-DWQ, NPDES No. CAS000002, is available at http://www.waterboards.ca.gov.

Full compensation for the preparing an Erosion Control Plan for both Ferree Street and San Bernardino Avenue, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials to comply fully with NPDES requirements shall be considered as included in the Contract prices paid for the various bid items of work involved, and no additional compensation shall be allowed therefor.

Full compensation for the implementation of BMPs for both Ferree Street and San Bernardino Avenue, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials to comply fully with NPDES requirements shall be considered as included in the Contract prices paid for the various bid items of work involved, and no additional compensation shall be allowed therefor.

Full compensation for preparation of the SWPPP for Ferree Street, revisions to the SWPPP, and all other related costs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials to comply fully with NPDES requirements shall be considered as included in the Contract Lump Sum price bid, and no additional compensation shall be allowed therefor.

6-1.04 PERMITS AND LICENSES -- The Contractor shall pay for and obtain City Business Registration prior to the execution of the contract. Contractor shall obtain a City of San Bernardino Business Registration at his/her own expense.

Prior to the commencement of work, the Contractor shall obtain a construction permit at no cost from the City of San Bernardino, Public Works Department, located at San Bernardino City Hall, 300 North "D" Street, 3rd Floor, San Bernardino, California. The permit shall be kept in a readily available place on the job site at all times during construction. While no fee will be charged for the permit, no permit will be issued unless the Contractor provides a code reference number from Underground Service Alert (USA).

The Contractor shall obtain all required permits from all other City of San Bernardino Departments/divisions and/or agencies including, but not limited to the Community Development, Building and Safety Division, the Public Works Department, Street Division, any involved water agency, county flood control, railroad, Caltrans, Fish & Game, Corp. of Engineers, Regional Water Quality Board, etc., at his/her own expense, unless otherwise stated in the Plans and these Special Provisions. These fees and permits shall include water and sewer hook-up, meter, inspection and flagging fees.

6-1.05 EXTRA WORK AND MARKUP -- Any extra work done shall conform to the provisions of Section 3.3, "Extra Work", of the Standard Specifications, subject to the restrictions of Section 20452 and 20455 of the Public Contract Code.

A. Work by Contractor The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1)	Labor	20
2)	Material	15
3)	Equipment Rental	15
4)	Other items and Expenditures	15

To the sum of the costs and markups provided for in this subsection, compensation for bonding shall be at the rate specified by the bonding company.

B. Work by Subcontractor When all or any part of the extra work is performed by a Subcontractor, the markup established above shall be applied to the Subcontractor's actual cost of such work, also a markup of 10 percent on the first $5,000.00 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000.00 of the subcontracted portion of the extra work may be added by the Contractor.

6-1.06 HOLIDAYS, WORKING DAYS AND HOURS -- The Contractor's activities shall be confined to the hours between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays, as defined in this section. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. No traveled lane shall be closed during rush hour, (7:00 a.m. to 8:30 a.m. and 4:30 p.m. to 6:00 p.m., unless approved by the Engineer.

The Contractor shall coordinate inspections with the Public Works Inspector 48 hours prior to any work being done during evenings, Fridays or Saturdays.

The Contractor shall coordinate with the Engineer regarding working hours prior to start of construction. Except for Fridays, in the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates, including benefits, overhead and travel time.

Designated legal Holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day and the Friday following, December 25th and the working day preceding or following (as directed by the Mayor and Common Council) and the last working day of the year. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be designated a legal holiday.

6-1.07 PAYMENTS -- Attention is directed to Section 9-3, "Payment", and 9-3.2, "Partial and Final Payment", of the Standard Specifications and these Special Provisions.

No partial payment will be made for any materials which are furnished, but not incorporated in the work.

To Section 9-3.2, "Partial and Final Payment," of the Standard Specifications, add the following:

> When an item of work is designated as "Final Quantity" (F) in the "BID FORM," of these Special Provisions, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of the item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will also be eliminated. If a portion of the final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "Final Pay Quantity" (F) in the "BID FORM," Section of these Special Provisions, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the Plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

The Contractor shall submit "As Built" project drawings to the Engineer prior to the release of final payment and/or bonds.

6-1.08 PROJECT APPEARANCE -- The Contractor shall maintain a neat appearance to the work including use of street sweeping.

In any area visible to the public, the following shall apply:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly unless otherwise specified.

The Contractor is encouraged to recycle all materials. The Contractor shall provide the CITY all documents as to the weight of materials removed during excavations in accordance with the requirements of AB939.

6-1.09 DISPOSAL OF EXCESS EXCAVATED OR REMOVED MATERIAL -- Unless otherwise specified, all excess excavation or removed material shall become the property of the Contractor and shall be disposed of by him away from the site of the work.

6-1.10 SURVEYING SERVICE -- The Contractor shall refer to the PROJECT LOCATION SURVEY DOCUMENTS section at the back of these Special Provisions for California Land Surveyors Association (CLSA) and Consulting Engineers and Land Surveyors of California (CELSOC) survey monument preservation guidelines.

The Contractor shall perform and be responsible for the accuracy of surveying adequate for construction. This includes providing any survey work necessary to set grade for new or replacement roadway work, to reconstruct or retrofit curb ramps, replace curb and gutter, spandrels and drive approaches, to match existing non-disturbed sidewalk and curb and gutter at existing limits, and allow the continuous, uninterrupted flow of water off the asphalt and into a drainage facility, existing gutter, swale or native soil.

A California registered Civil Engineer licensed to perform surveying or a California registered Land Surveyor shall perform any surveying or staking, as directed by the Engineer, at the expense of the Contractor. The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the Contractor at the expense of the Contractor. In case of missing or incorrect ties, the Contractor's Surveyor shall restore ties as necessary at the expense of the Contractor. The Contractor shall submit to the CITY a copy of all survey notes and a Certificate Record of Survey.

All new and replaced survey ties shall be by transit method.

All existing monumentation shall be tied and recorded prior to construction. Corner Records shall be filed, pre and post construction, in accordance with Section 8771 of the Business and Professions Code (AB 1414). Final monumentation of alignments and new R/W lines shall be performed in accordance with the State of California Surveys Manual (latest edition). Record of Surveys or In-Lieu Maps, as applicable, shall be prepared and filed. One reproducible (mylar) copy of all filed maps and one photocopy of all filed Corner Records or Records of Survey shall be delivered to the CITY within 30 days of such filings.

Full compensation for **"SURVEYING SERVICE,"** including preparation of survey documents, revisions to the survey documents, and all other related costs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials to comply fully with these Special Provisions, the CLSA, and as directed by the Engineer, shall be considered as included in the contract Lump Sum bid price, and no additional compensation shall be allowed therefor.

6-1.11 CLAYTON ACT AND CARTWRIGHT ACT -- Section 4551 of the State Government Code specifies that in executing a public works contract with the CITY to supply goods, services or materials, the Contractor or Subcontractor offers and agrees to assign to the CITY all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the CITY tenders final payment to the Contractor without further acknowledgement by the parties.

6-1.12 PROJECT ERRORS, OMISSIONS, INCONSISTENCIES, AND/OR DISCREPANCIES -- In the event of errors, omissions, inconsistencies, and/or discrepancies among two or more portions of the Contract Documents, the Engineer may direct the Contractor to follow the most stringent requirements at no additional cost.

If errors, omission, inconsistencies, and/or discrepancies appear in the Contract Documents or in the work done by others affecting this work, the Contractor shall immediately notify the Engineer prior to proceeding with the work, and the Engineer shall issue appropriate instructions. **If the Contractor proceeds with the work so affected, without instructions from the Engineer, the Contractor shall remove the incorrect work or make the necessary corrections to comply with the Engineer's instructions at no cost to the CITY**.

In case of conflicts, errors, omissions, inconsistencies, and/or discrepancies on the plan sheets, it is assumed that the bid included the cost for implementing and/or constructing the discrepancy that would have the highest dollar value.

6-1.13 EMERGENCY INFORMATION -- The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, which can be reached and will respond to calls 24 hours/day, shall be filed with the Office of the City Engineer prior to beginning work.

6-1.14 MAINTENANCE OF EXISTING IMPROVEMENTS -- The Contractor shall protect and maintain all existing improvements and facilities in place to remain from the first day of work under this contract to acceptance. The Contractor is responsible for replacing any damaged improvement or facility to original condition or better.

6-1.15 CONTRACTOR'S SAFETY RESPONSIBILITY -- The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act, and all other applicable Federal, State, County, and CITY laws, ordinances, regulations, codes, the requirements set forth below, and any regulations that may be detailed in other parts of the Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed.

6-1.16 SAFETY SUPERVISOR AND MEETINGS --

A. The Contractor shall appoint an employee as safety supervisor who is qualified and authorize to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Engineer in writing prior to the commencement of work of the name of the person who will act as the Contractor's Safety Supervisor.

B. The Contractor will, through and with his Safety Supervisor, ensure that all of its employees, and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Supervisor shall be a full-time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the work site and for developing and implementing safety training classes for all job personnel.

C. The Contractor and its affected subcontractors shall attend safety coordination meetings. The minutes of their meetings shall be submitted to the Engineer.

6-1-17 MEETINGS --

A. The Contractor shall attend weekly progress meetings at the project site.

B. In general, these meetings will be attended by the Contractor, the Engineer or designee, and any subcontractors, suppliers, distributors or other concerned individuals with issues or items to discuss.

C. Meeting minutes will be taken by the Engineer or designee. The meeting minutes will be available to the Contractor at the following weekly meeting. The Contractor shall be responsible to distribute the meeting minutes to all parties performing work under his contract.

D. The Engineer shall have the authority to require that a mandatory meeting be held at any time during normal work hours.

E. These meetings shall be attended by the Contractor, the Engineer or designee, and any subcontractors specified by the Engineer.

6-1.18 PAYMENT -- Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract bid items of work involved, and no additional compensation will be allowed therefor.

SECTION 7

BLANK

SECTION 8

8-1 DESCRIPTION OF WORK

8-1.01 DESCRIPTION -- The work to be done consists, in general, of mixing asphaltic emulsion, aggregate, set control additives and water, and spreading the mixture on a surface, providing traffic control, street sweeping, cleaning cracks, mask traffic stripping and pavement markings and such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, or these Special Provisions shall be performed, placed, constructed or installed.

The work to be done shall include furnishing all materials, equipment, tools, labor, taxes and incidentals as required by the Contract Documents to construct the Project.

8-1.02 ORDER OF WORK -- the Order of Work shall include:

- Conducting mobilization activities including property owner notification, implementing project SWPPP and BMPs, securing all permits and licenses, preparing and submitting project schedules.
- masking of existing striping and pavement markers
- AC pavement street improvement (scrub seal and slurry seal)
- Site clean-up.

8-1.03 WORK SITE MAINTENANCE -- Contractor shall comply with the provisions in Section 7-8, "Work Site Maintenance", of the Standard Specifications.

To Subsection 7.8.1, "Cleanup and Dust Control," of the Standard Specifications, add the following:

> Dust control shall hereby be defined as the elimination and/or control of dirt, dust, mud and debris from propagating or spreading onto properties, private or public, adjacent to the Project and Contractor's work areas.
>
> No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside the right-of-way.

Construction activities will take place in a highly developed residential neighborhood and along a roadway within a commercial district. Dust Control shall be strictly enforced. Contractor shall at all times keep a water truck or other equipment at the job site in working order capable of performing dust control for the duration of the Contract period. Subject to paragraph two of Subsection 7.8.1, "Cleanup and Dust Control," of the Standard Specifications, the Contractor is required to furnish and operate a self-loading motor sweeper with spray nozzles a minimum of once each work day, when and where required for proper dust control, and as directed by the Engineer. Cost for furnishing and operating sweeper (including those instances in addition to the minimum requirements) shall be included in the various bid items of work involved and no additional compensation will be allowed therefor.

Dust control shall be performed a minimum of four times a day for the duration of the Contract period: twice in the morning and twice in the afternoon (time periods to be equally spaced), and as directed by the Engineer. Dust control performed by the Contractor in addition to the minimum daily requirement and at the direction of the Engineer, shall be considered as included in the various bid items of work involved and no additional compensation will be allowed therefor.

Performing the minimum dust control required by the Contract will in no way relieve the Contractor from his responsibility for providing adequate dust control measures.

Full compensation for conforming to the requirements of Dust Control including all labor, equipment, tools, materials, and incidentals shall be considered as included in the various bid items of work involved and no additional compensation will be allowed therefor.

8-1.04 WATERING -- Watering shall consist of developing a water supply and furnishing and placing all water required for work done in the Contract.

Full compensation for conforming to the requirements of Watering shall be considered as included in the various bid items of work involved and no additional compensation will be allowed therefor.

8-1.05 DEVELOP WATER SUPPLY -- Work shall consist of developing a water supply and for furnishing and placing all water required for work done in the Contract, including water used for extra work.

Full compensation for developing a water supply and for furnishing and placing all water required for work done in the Contract, including Extra Work, shall be considered as included in the various bid items of work involved and no additional compensation will be allowed therefor.

8-1.06 PROJECT LOCATION -- See Attachment "A" and Exhibit "A1 – A7" Vicinity Maps.

8-1.07 GEOTECHNICAL INVESTIGATION -- None

8-1.08 APPROVED MATERIALS -- Whenever the expression "or approved equal" is used, it shall be taken to mean the approval by the City Engineer of any substitution of material or material specified herein. All substitution requests shall state the reason for the request and the difference in price between the item specified and the requested substitution.

All substitution requests shall be submitted to the City Engineer or designee in writing five (5) working days prior to the bid opening. No requests for substitutions will be considered by telephone.

The Contractor shall submit to the Engineer for review and approval six (6) copies of all shop drawings.

The Contractor shall make any corrections to shop drawings required by the Engineer.

8-1.09 CITY-FURNISHED MATERIALS -- CITY furnished material, when applicable as specified in other sections of these Special Provisions, shall comply with the following:

A. Materials, if furnished by the CITY, will be made available as specified in these Special Provisions. The Contractor is responsible for loading, unloading, hauling and handling, and placing CITY-furnished materials.

B. The Contractor shall inspect and assure itself of the amount and soundness of such materials.

C. The Contractor will be held responsible for all materials furnished to it, and shall pay all demurrage and storage charges. CITY-furnished materials that are lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the CITY for the cost of replacing CITY-furnished material and such costs may be deducted from any monies due or to become due the Contractor.

8-1.10 PRE-BID INQUIRIES -- **NO ORAL** representations or interpretations will be made to any Bidder as to the meaning of the Special Provisions, Plans, any addenda, or other Contract Documents. Written requests for an interpretation, or to identify a potential omission, discrepancy, or misunderstanding will be accepted if received by 5:00 p.m. of the **5th working day** prior to the day of the proposed bid opening.

If there are any questions regarding this project, please contact:

City Engineer's Office
San Bernardino City Hall
300 North "D" Street, 3rd Floor
San Bernardino, CA 92418

Re: PAVEMENT REHABILITATION BY SLURRY SEAL METHOD AT VARIOUS LOCATIONS 2013, IN THE CITY OF SAN BERNARDINO,
PLAN NO. 12816 (SS 12-011)

Attention: Robert Sepulveda
Tel: (909) 384-5167; Fax: (909) 384-5190
E-mail: sepulveda_ro@sbcity.org

SECTION 9

9-1 TRAFFIC CONTROL

9-1.01 GENERAL -- The Contractor shall comply with Section 7-10, "Public Convenience and Safety", of the Standard Specifications for Public Works Construction, latest edition, and these Special Provisions.

Warning signs, lights, cones, barricades and devices for use in performance of work upon highways shall conform to the most recent "California Manual on Uniform Traffic Control Devices".

Prior to the Preconstruction meeting, the Contractor shall submit to and obtain written approval from CITY, for traffic control and traffic detour plans, before commencing work operations on a street. Traffic control plans shall be based on the most recent "California Manual on Uniform Traffic Control Devices". The initial Traffic Control Plan submittal shall be made by the Contractor to the Engineer a minimum of five (5) working days prior to the Preconstruction meeting.

Construction operations will take place within a residential area along Ferree Street, and a commercial area, along San Bernardino Avenue. Access to adjacent properties for both roadways may be interrupted during working hours, as approved by the Engineer, for the accomplishment of the Work. However, overnight vehicular access to adjacent properties from Ferree Street and San Bernardino Avenue shall be re-established by the Contractor unless otherwise allowed by the Engineer.

All temporary traffic striping and maintenance shall be done by the Contractor, including placement of temporary tape on all crosswalks. The Contractor shall restore all existing striping to original configuration, and as directed by the Engineer.

All warning, regulatory and construction signs shall be fully reflectorized. The traffic cones to be used shall be thirty-six inches (36") in height, rubber or plastic, and be reflectorized. All work areas that remain after dusk shall be properly lighted to the satisfaction of the Engineer.

The Contractor shall take all necessary measures to maintain a normal flow of traffic to prevent accidents and to protect the work throughout the construction stages until completion of the work. The Contractor shall be responsible for implementing the approved traffic control plan based on the most recent "California Manual on Uniform Traffic Control Devices".

The Contractor shall make the necessary arrangements to provide and maintain barriers, cones, barricades, construction warnings, regulatory signs and any other safety control devices, including flagmen. The Contractor shall take measures necessary to protect all other portions of the work during construction and until completion, providing and maintaining all necessary barriers, barricade lights and striping, including crosswalks.

In addition to the foregoing traffic control and safety measures, the Contractor shall immediately implement any measures requested by the Engineer defined as necessary to ensure the proper flow of traffic, the protection of the public and/or the safety of the workers.

The Contractor shall maintain at all times the ability to respond to calls from the Engineer, including during non-working hours to replace or provide additional traffic control or safety devices as required.

All places of business and residences along the streets that are within the limits of any work shall be notified by the Contractor in writing at least seven (7) days prior to commencement of work. This notification shall explain the sequence of work and indicate any restrictions of parking and access. Written notification shall be given to all places of business and residences at least 48 hours in advance of commencing work that will affect access to and from their properties.

The Contractor shall notify all local authorities of his intent to begin work, in writing, at least seven (7) days before work is begun.

Arrow boards shall be properly placed on all lane closures on arterials and collectors, regardless of posted speeds, volumes or visibility, or as otherwise required by the Engineer. Solar powered lighted-associated arrow boards are required on overnight detours in residential areas.

The Prime/ subcontractor(s) shall submit traffic control plans one (1) week prior to issuance of lane closure approvals as issued by the Engineer. Traffic Control plans, traffic signal, striping/legends work and materials shall be in accordance with CITY standards, the current California Manual of Uniform Traffic Control Devices (MUTCD), the current California Joint Utility Traffic Control booklet (CJUTC), and the current Work Area Traffic Control Handbook (WATCH) manual. All methods, plans, and layouts shall be approved by the Engineer. Nothing in these Special Provisions shall be construed as relieving the Contractor/ subcontractor from its responsibility to provide for the safety and convenience of traffic and the public during construction. In the event of conflict, the order of precedence shall be as follows:

a. Project Special Provisions
b. CITY-approved Traffic Control Plans
c. Current CA MUTCD
d. Current CA WATCH manual
e. Current CJUTC booklet
f. Current Standard Specifications

Contractor shall implement the Traffic Control plans for daytime work only. In the event that the plans need to be used during the hours of darkness, the traffic control devices shall be illuminated to retro-reflectorized. Adequate lighting shall also be provided along the work zone.

The Engineer reserves the right to observe field conditions and to make necessary changes in the field, at Contractor cost.

All temporary traffic control advance warning signs shall be 36" X 36" minimum. Traffic control signs on arterials with an approach speed of 45 mph or higher shall be 48" X 48".

All conflicting signs, striping and pavement markers shall be covered and/ or removed during construction. The covers shall be removed from the signs and striping and pavement markers shall be in place after the completion of construction.

All temporary traffic control devices shall be weighted in place or double-based to prevent overturning.

Channelizers shall be spaced at 20 feet O.C. within 300 feet of an intersection. At areas where work is taking place, on curves, or areas of head on conflict, the channelizer spacing shall be reduced in half.

All traffic control signs installed on sidewalk shall either be secured to an existing street light pole or a separate pole with a minimum height of seven (7) feet to the bottom of the sign.

The Contractor/ subcontractor shall notify the Engineer a minimum of 48 hours before implementing the approved Traffic Control plans.

Temporary NO PARKING signs, when applicable, shall be properly posted at least 72 hours prior to commencement of work.

All Contractor/ subcontractor shall properly replace with thermoplastic all traffic pavement markings and striping that has been disturbed by the work. Conflicting striping and legneds shall be properly and completely removed. Traffic signal loops that are affected or damaged by the work activities shall be replaced in-kind within seven (7) calendar days.

Final paving for trench repair within a roadway shall be completed within 20 working days of backfill and temporary paving. Final paving after cold milling or micro-grinding operations shall be completed within seventy two (72) hours.

9-1.02 TURN RESTRICTIONS -- The Contractor shall post appropriate signs restricting turns when directed to do so by the Engineer.

9-1.03 PARKING RESTRICTIONS -- Unless otherwise provided herein, the Contractor may post temporary "NO PARKING" signs within the area of work as required to facilitate construction operations, subject to approval of the Engineer.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time.

The Contractor shall furnish, maintain, and install (seven days prior to the start of work) all "TEMPORARY NO PARKING" signs with the duration of the no parking time written on them. The Contractor will be responsible for posting, removing, and maintaining these signs as required for this project.

The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles. The Contractor shall obtain prior approval from the Engineer for removal of vehicles.

9-1.04 TRAFFIC LANES -- Traffic lanes shall have a minimum width of 10 feet. A minimum shoulder width of 2 feet shall be provided adjacent to curbs, posts and other similar obstructions, and 5 feet shall be provided adjacent to any excavation, unless otherwise authorized by the Engineer.

9-1.05 PUBLIC CONVENIENCE -- During the progress of work, adequate provisions shall be made by the Contractor to accommodate the normal vehicular and pedestrian traffic along streets, roads, and highways, immediately adjacent to or crossing the work, so as to cause a minimum of inconvenience to the general public. Convenient access to abutting properties shall be maintained and remain open, unless approved by the Engineer.

9-1.06 FLASHING ARROW SIGNS -- The Contractor shall furnish and maintain flashing arrow signs (FAS) during lane closures or detours on streets. The Engineer shall determine when FAS is required at any location.

9-1.07 LANE CLOSURE -- The Contractor shall not close more than one (1) lane at a time. The Contractor shall submit traffic control plans and obtain written approval from the Traffic Engineer prior to lane closure.

No traveled lane will be closed without authorized approval given by the Engineer. If any traveled lane or road is allowed to be closed by the Engineer, the Contractor shall install signs to notify the public of days and times that traveled lanes or roads will be closed seven (7) days in advance of the lane or road closure.

If lane closures are approved by the Engineer, the full width of the traveled way shall be open for use by public traffic from 4:00 p.m. to 8:30 a.m., all day for Saturdays, Sundays, and designated legal holidays; after 3:00 p.m. on Fridays (unless otherwise approved by the Engineer) and the day preceding designated legal holidays; and when construction operations are not actively in progress on working days.

The Contractor shall furnish, install, and upon completion of the work, remove all signs and warning devices required for directing, protecting, and detour of the public during construction.

Emergency vehicles shall be permitted access at all times to any street.

Unless otherwise authorized by the Engineer, pedestrian access shall be permitted to pass through the work area, or an approved detour shall be provided. Safe and adequate pedestrian access to all business establishments shall be continuous and unobstructed unless otherwise approved by the Engineer.

9-1.08 PAYMENT -- Full compensation for furnishing and installing signs, flares, barricades, traffic control plan and other traffic control devices, necessary to expedite passage of public traffic through the work area, shall be considered as included in the prices paid for the various Contract bid items of work involved, and no additional compensation will be allowed thereof.

The provisions in this Section may be modified or altered if, in the opinion of the Engineer, public traffic will be better served and work expedited. Said modifications or alterations shall not be adopted until approved in writing by the Engineer. Such approved modifications or alterations shall be adopted immediately and shall be considered as included in the prices paid for the various Contract bid items of work involved, and no additional compensation will be allowed thereof.

SECTION 10

10-1 MOBILIZATION

10-1.01 GENERAL -- Mobilization shall comply with the requirements of Section 9-3.4, "Mobilization", of the Standard Specifications.

Mobilization may include, but not be limited to, the following principal items:

1. Submittal and modification, as required, of the Construction Schedule.
2. Providing a Project Office.
3. Review of the Site.
4. Obtaining all required Transportation Permits.
5. Submittal of all required insurance certificates and bonds as required by these Specifications
6. Written notification to adjacent property owners/ residents prior to start of work
7. Moving onto the site, including, but not limited to:
    a. Equipment
    b. Arranging for and erection of Contractor's work and storage areas.
8. Installing construction fencing and temporary construction power and wiring.
9. Providing a minimum of one restroom facility for each twenty-five (25) workers occupying the site. Facilities may include existing functioning restrooms, or portable chemical facilities, or any combination thereof, and shall count as one for each urinal or one for each water closet (as required).
10. Installing all temporary utilities (as required).
11. Establishing required fire protection provisions.
12. Posting all OSHA required notices and establishment of safety programs.
13. Posting of all Department of Labor notices.
14. Having the Contractor's superintendent at the job site full-time and responding 24 hours per day.
15. Air and water quality protective measures, as necessary, and without limitation.
16. Potholing and other research and review as necessary to verify site conditions and utility locations.
17. Clean up and demobilization of the Site.
18. Any other item as specified.

The cost of bonds, insurance, move in and move out costs, preparation and submission of submittals, obtaining encroachment permits, and miscellaneous incidental costs, shall be included in the Bid Item provided for mobilization and demobilization and incidental project costs as a lump sum item, for which 75 percent (75%) will be eligible for inclusion in the first progress payment, with the remaining 25 percent (25%) not eligible for inclusion until 100 percent (100%) of the work has been completed and if progress of the work is satisfactory.

No work shall be started without prior approval of the submittals. Failure to comply with the preceding requirement will be sufficient ground for the Engineer to stop all work on the project until the requirements are met.

10-1.02 NOTIFICATION OF RESIDENTS -- Contractor shall notify in person and with printed notification (in English and Spanish language), at least ten (10) working days prior to commencing work, all agencies, firms, institutions, postal service, residents, hospitals, schools, stores, utilities and waste disposal service fronting or affected by the work. Additional printed notification (in English and Spanish language) shall be given not less than forty-eight (48) hours prior to performing any work which will restrict property access, close or partially close the street, or which will restrict or disallow street parking. All schools and churches shall receive seven (7) working days notification prior to performing any work which will restrict property access.

Contractor shall coordinate with the school district for pick-up and drop-off of school children, waste disposal collection, the postal service to ensure delivery of mail, and churches for weekly or special activities, to ensure that his activities impacts such adjacent uses to the least practicable amount.

The printed notices shall contain a general description of the work to be done and the date that the work is to be done. The notices shall also include a statement that parking will be restricted as called for on the "NO PARKING" signs to be posted along the street. All public notices shall be reviewed and approved by the Engineer prior to its distribution.

Contractor shall also post printed "NO PARKING-TOW AWAY" signs at one-hundred-foot (100') maximum spacing along each side of the affected street for forty-eight (48) hours prior to the commencement of the street improvement work. Contractor shall document the day, date and time the "NO PARKING" signs were posted. Posting of signs on trees and utility poles shall not be allowed.

The signs shall contain the day, date, hours and vehicle code, that parking will be prohibited on that particular street, CVC 22651L and CVC 22654D. The signs shall be removed immediately upon completion of work that will prohibit parking.

The printed notices and the "NO PARKING" signs shall be furnished by the Contractor.

10-1.03 PROGRESS SCHEDULE -- The requirements in Subsection 6-1, "Construction Schedule and Commencement of Work," of the Standard Specifications, are amended as follows:

The Contractor shall submit to the Engineer a progress schedule within five (5) working days after award of Contract, and within five (5) working days of the Engineer's written request at any other time.

Subsequent to the time that submittal of a progress schedule is required in accordance with these Special Provisions, no progress payments shall be made for any work until a satisfactory Contract schedule has been approved, in writing, by the Engineer.

10-1.04 PAYMENT – The Contract Lump Sum bid price paid for **"MOBILIZATION"** shall be deemed to include all the cost of work in advance of construction operations, as defined within this Section and not directly attributable to any specific bid item, and no additional compensation will be allowed therefor.

SECTION 11 THROUGH SECTION 19

BLANK

SECTION 20

20-1 RAISED PAVEMENT MARKERS, REFLECTORIZED

20-1.01 GENERAL - The application of traffic raised pavement markers shall conform to the requirements of "Pavement Markers", Section 310-5.6.

Raised pavement markers (RPMs), reflectorized, shall be 3M Series including Blue (295-2B) at all fire hydrants locations or approved equal.

The CALTRANS Standard Plans details referenced on the Plans and elsewhere within these Special Provisions, and the related figures from the California Manual on Uniform Traffic Control Devices (CA MUTCD) are included in the APPENDIX and made a part of these Special Provisions. All work shall conform to the above standards to the extent feasible; however, emphasis shall be given to matching dimensions of adjoining improvements, subject to concurrence of the Engineer.

20-1.02 PAYMENT - The contract bid unit price paid per ton for **"Slurry Seal "** shall include full compensation for furnishing all materials, tools, equipment and incidentals, and for doing all the work involved in constructing the slurry seal, including testing for and furnishing the mix design, cleaning the surface before and after the project, protecting (masking) and cleaning of striping and pavement markers, **installing raised pavement markers (RPM's) reflectorized**, protecting and cleaning all utilities, manholes and valve covers, furnishing added water and set control additives, mixing water with asphaltic emulsion for coating the pavement, and protecting the seal until it has set on all locations, complete in place, per the Plans, the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be provided therefor.

SECTION 21 THROUGH **SECTION 42**

BLANK

SECTION 43

43-1 SLURRY SEAL

43-1.01 GENERAL -- The quality of materials, measurement of quantities, method of application and related requirements for the furnishing and applying of slurry seal shall comply with Section 203-5 and Section 203-5.4, "Emulsion-Aggregate Slurry", of the Standard Specifications, these Special Provisions and as directed by the Engineer.

Prior to placing slurry seal, the Contractor shall clean the existing pavement unless otherwise specified in the Special Provisions.

43-1.02 MATERIALS -- The material for slurry seal prior to mixing are emulsified asphalt, mineral aggregate, water, and when specified, accelerator or retardant and shall comply with Section 203-5.4, "Emulsion Aggregate Slurry", of the Standard Specifications and these Special Provisions.

Emulsified asphalt shall be of a quick set type. The quick set type shall comply with the Subsection 203-5.4.2, "Materials", of the Standard Specifications.

The additives for quick setting emulsion and the asphalt modifier shall be a type approved by the Engineer. The amount of additive and asphalt modifier to be included in the quick set slurry shall be that amount necessary to ensure that the applied slurry can support vehicular traffic within 60 minutes after the last application.

Water shall be portable and compatible with the other ingredients of the slurry. Water shall be of such quality that the asphalt will not separate from the emulsion before the slurry seal is in place in the work. If necessary for workability, a set control agent that will not adversely affect the slurry seal may be used.

Aggregate shall be rock dust, or other mineral aggregates, approved by the Engineer and shall conform to the requirements of Section 200-1, "Rock Products", and Subsection 203-5.4.2, "Materials", of the Standard Specifications. The Contractor shall provide an aggregate stock pile 24 hours prior to starting the work. The material shall be free from vegetable matter and other deleterious substances.

Styrene butadiene rubber (SBR) latex shall be added to the emulsified asphalt. The SBR latex shall be Untrapave™ 65VC (compatible with the emulsified asphalt for this project) manufactured by Textile Rubber & Chemical Co., 1300 Tiarco Drive SW, Dalton, GA 30721, Phone Number (706) 277-1300, or an approved equal. Written requests to make substitutions shall be received by the City Engineer a minimum of **5 working days prior to the scheduled bid opening**.

The latex shall be added to the emulsified asphalt at the asphalt plant at the rate of 2 ½ parts latex to 100 parts emulsified asphalt by volume. Latex mixed in the emulsified asphalt shall be kept in a suspended state by an agitating mixer every 3 days.

43-1.03 COMPOSITION AND GRADING -- The grading of the combined aggregate and the percentage of emulsified asphalt shall be Type II in accordance with the requirements of Subsection 203-5.4.2.1, "Aggregate", and 203-5.3.2 "Grading" of the Standard Specifications.

43-1.04 MIX DESIGN -- The mix design shall comply with Subsection 203-5.2, "Mix Design", of the Standard Specifications.

43-1.05 EQUIPMENT -- The equipment for mixing shall be performed by continuous-flow mixer and slurry spreading equipment in accordance with the requirements of Subsection 302-4.3, "Continuous-Flow Mixers", of the Standard Specifications and as directed by the Engineer. Prior to the award of the contract, the apparent successful bidder shall allow inspection, by CITY personnel, of the vehicles designated for the project. Those vehicles that pass inspection will have their I.D. numbers recorded and will be the only vehicles allowed to work on the project. Quality and safety of equipment will have a bearing on the award of the contract. All equipment, tools and machines used in the performance of this work shall be maintained in satisfactory working order at all times.

The slurry mixer shall be a multi-blade or spiral continuous-flow-unit in good working condition capable of delivering accurately a predetermined proportion of aggregate, water, emulsion, and accelerator or retardant to the mixer and discharging the thoroughly mixed slurry on a continuous basis. Each mixer shall have a metering device to measure the quality of water in gallons used in each load of slurry and a separate metering device or equivalent which meets the approval of the CITY to measure the quantity of emulsified asphalt used in each load of slurry. Emulsion storage compartments on all slurry mixing equipment shall be calibrated in ten (10) gallon increments. An accurate measuring device calibrated in 10-gallon increments shall be carried on each slurry machine. The Contractor shall also furnish a measuring stick calibrated in 10-gallon increments to measure the oil in the trailer storage tanks.

All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or Aluminum Sulfate. In the event the metering devices stop working, the slurry unit(s) will stop the application process until they are fixed. The mixer shall thoroughly blend all materials to form a homogeneous mass before leaving the mixer.

The slurry spreading equipment shall be equipped with a spreader box to prevent loss of slurry seal from all sides and with a flexible rear strike-off. It shall be capable of laying wet slurry twelve (12) feet wide in one (1) pass. It shall have suitable means for side tracking to compensate for deviations I pavement geometry. The spreading box shall drag a flexible canvas with width of the spreader box to ensure smoothness of the slurry mixes laid in place. The box shall be kept clean and build-up of asphalt and aggregate shall not be permitted. The Contractor shall have three (3) trucks capable of laying slurry on the job site at all times. These trucks shall be available for inspection by the City at least 48 hours prior to commencing work.

43-1.06 MACHINE CALIBRATION AND VERIFICATION -- The Contractor shall provide a "drive-up-on" scale weighing device at all times at the project site or an alternate site approved by the CITY. The weighing device shall show the net weight of the aggregate bins on each slurry machine before the machine and product will be approved for applying slurry on the project and before leaving and returning to stockpile area.

Each slurry mixing unit to be used in performance of the work shall be calibrated in the presence of the Engineer prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted provided they were made during the calendar year. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine's metering device(s). No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

43-1.07 PREPARATION OF THE SURFACE -- Surface oil and grease shall be removed or sealed with emulsified gilsonite or an equivalent material approved by the Engineer before the application of the slurry seal.

Any vegetation in the area of the slurry seal shall be removed and an approved chemical herbicide applied, at least ten (10) days prior to the placing of the slurry. The chemical used shall be Round Up™, or an equivalent approved by the Engineer

Prior to applying slurry seal, all vegetation shall be removed from cracks in the pavement and any cracks greater than ¼-inch in width shall be cleaned.

All manholes, utility covers and valve box covers within the area to be sealed shall first be protected by covers or oiled and cleaned to the satisfaction of the Engineer after final application of slurry seal.

All painted stripes and thermoplastic markings, all buttons within the area to be sealed, shall first be protected by masking. The Engineer shall determine any markings that are in satisfactory condition to be protected in place.

The Contractor shall furnish a power street sweeper with operator to clean the asphalt pavement the same day the street is to be sealed; and when necessary, as deemed by the Engineer, sweep the streets showing raveling after the slurry seal has set. The sweeper shall have a steel gutter broom, a rear plastic broom, and three (3) yard minimum capacity hopper. If water is used, cracks will be allowed to dry thoroughly before slurry sealing. Manholes, valve boxes, drop inlets and other service entrances will be protected from the slurry seal by a suitable method. The Engineer shall approve the surface preparation prior to sealing.

43-1.08 SPREADING AND APPLICATION -- The application of the slurry shall comply with Subsection 302-4.8, "Application", of the Standard Specifications. The work consists of mixing asphaltic emulsion, aggregate, additive and water, and spreading the mixture on the pavement where shown on the Plans. In placing slurry, the slurry machine shall move no faster than 150' a minute, or when chadder marks appear. Slurry application shall be limited to 150 tons per day to maintain quality workmanship and ensure that street closing and opening schedules are met. An extra long ton of slurry is made up of 2,000 pounds of aggregate plus emulsified asphalt, accelerator or retardant, and water. Quantities shall be approved by the City.

The slurry seal shall be Type II and applied at the rate of 11 pounds per square yard to 15 pounds per square yard, and shall conform to the requirements of Subsection 302-4.8, "Application", of the Standard Specifications.

The slurry mix shall be of the desired consistency upon leaving the mixer and no additional materials shall be added. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling or unmixed aggregate shall be permitted. In placing slurry, the slurry machine shall move no faster than 150' a minute, or when chatter marks appear.

No streaks, such as those caused by oversized aggregate, will be left in the finished surface. If excess oversize develops, the job will be stopped until the Contractor proves to the City that the situation has been corrected.

Each slurry crew shall be composed of a coordinator at the project site at all times, a competent quick set mixing man, a competent driver, two (2) squeegee men, and sufficient labors for and handwork and cleanup. One (1) slurry crew shall be assigned to one (1) area to ensure consistency of slurry application.

All concrete surfaces to be joined by the slurry seal, with exception of parallel curb and gutter, shall be covered with tar paper or any approved material. Slurry shall be applied with a maximum overlap of the concrete gutter of 2 inches. Any slurry material exceeding the 2" shall be removed by the Contractor prior to completion of the project. The overlap dimension of the longitudinal lap joint shall not exceed 6 inches unless directed otherwise by the Engineer. Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

No excess buildup, uncovered areas or slightly appearance shall be permitted on longitudinal or transverse joints. An excessive overlap will not be permitted on longitudinal joints. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area.

The slurry mixture shall possess sufficient stability so that premature breaking of the slurry seal in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

When necessary to provide vehicular or pedestrian crossings over the fresh slurry, the Engineer shall direct the Contractor to spread sufficient sand or rock dust on the affected area to eliminate tracking or damage to the slurry. Sand or rock dust used for this purpose shall be at the Contractor's expense.

All areas, such as man-ways, gutters and intersections, shall have the slurry seal removed as specified by the Engineer. The Contractor shall remove any debris associated with the performance of the work, on a daily basis.

Any streets with raised pavement markers and reflectors shall be protected (masked) and cleaned by the Contractor to original state by water and soap immediately behind slurry spreader box. A backplate sprayer with sufficient volume and pressure to clean the wet slurry off raised pavement marker and reflector without damaging surrounding slurry mixture shall be used.

Contractor shall protect and clean all utilities to their original state. Any manhole cover, water valve cover, utility vault cover and/or drainage facility cover found to be inadequately protected and/or cleaned shall be cleaned by means such as sandblasting to remove all slurry material (including material remaining from previous applications) from the metal surface or it shall be replaced by the Contractor at the Contractor's expense.

The Contractor shall roll all cul-de-sacs, dead end streets and knuckle curves.

43-1.09 QUALITY CONTROL -- The Contractor shall be responsible to make sure that all the materials and mixtures meet the specifications of the Standard Specifications and these Special Provisions. The Contractor will permit the Engineer to take samples of materials and mixtures used in the project at the Engineer's discretion. The test results will be compared to Specifications.

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the Contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests of the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the Contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the machine is working properly.

Cost of testing ordered by the Engineer shall be paid for in the following manner:

1. Tests which **do not meet** the required tests shall be paid for by the Contractor, as a deduction from his contract. The Contractor shall pay the price at the same rate that the CITY is charged for any testing performed by other parties.

2. Tests which **do meet** the required material tests shall be paid for by the CITY.

43-1.10 MEASUREMENT -- The Contractor shall supply the CITY with licensed Weighmaster's Certificates of weight for all aggregate delivered to the job during the course of each day. Aggregate so certified as being delivered to the project shall be used only in the slurry mixture. Materials shall be delivered to project only in the presence of a CITY representative. The Contractor shall also present Weightmaster Certificates for the amount of such aggregate remaining at the completion of the project at no cost to the CITY. Payment shall be determined by deducting the amount of aggregate remaining on the project from the amount delivered to the project, all as shown on licensed Weighmaster's Certificates.

There shall be no outside work done utilizing materials from the tanks or stockpiles stored by the CITY's contract.

The Contractor shall submit to the Engineer a certified affidavit and delivery tickets which show quantities of each material delivered to the job site and used on the project.

43-1.11 PAYMENT -- The contract bid unit price paid per ton for **"Slurry Seal "** shall include full compensation for furnishing all materials, tools, equipment and incidentals, and for doing all the work involved in constructing the slurry seal, including testing for and furnishing the mix design, cleaning the surface before and after the project, protecting (masking) and cleaning of striping and pavement markers, installing raised pavement markers (RPM's) reflectorized, protecting and cleaning all utilities, manholes and valve covers, furnishing added water and set control additives, mixing water with asphaltic emulsion for coating the pavement, and protecting the seal until it has set on all locations, complete in place, per the Plans, the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be provided therefor.

SECTION 44 THROUGH **SECTION 49**

BLANK

SECTION 50

50-1 REMOVAL AND RESTORATION OF EXISTING IMPROVEMENTS EXCEPT STREET PAVEMENT

50-1.01 GENERAL - The Contractor shall comply with Section 7-9, "Protection and Restoration of Existing Improvements", of the Standard Specifications, latest edition, and these Special Provisions.

All existing improvements (except utilities and street pavement) including, but not limited to curbs, gutters, cross gutters, spandrels, driveways and sidewalks, walls, fences, sprinkler systems, lawns, shrubs, trees, and traffic signs, traffic striping and traffic detector loops, which are damaged or removed during the course of construction of the project, shall be restored or replaced to a condition equal to or better than, in all respects, the existing improvements removed or damaged, unless otherwise specified or noted on the drawings.

The removal and restoration of existing improvements shall be in accordance with the applicable provision of these Special Provisions, the Standard Specifications, Standard Drawings and the following requirements:

1. In the event a portion of curb, gutter or monolithic curb and gutter is damaged by the Contractor's operations, a minimum of 10 feet of curb, gutter or curb and gutter shall be removed and replaced regardless of how short a length is damaged. The Contractor shall begin said 10-foot section, if possible, at an existing joint or scoring line. If said 10-foot section ends within 3 feet of an existing joint or scoring line, then the removal shall extend to said joint or scoring line.

2. If concrete cross gutter is damaged by the Contractor's operations, the cross gutter shall be removed in its entirety and replaced.

3. Concrete sidewalk, where noted on the plans, shall be removed in its entirety between scoring lines or between scoring line and joint. Prior to removal, scoring lines shall be saw-cut.

4. If a concrete driveway is damaged and is a single monolithic structure, it shall be removed in its entirety and replaced.

5. If a concrete driveway is damaged and is monolithic with the sidewalk, it shall be set off from the sidewalk by a saw cut along the edge of the sidewalk. The driveway shall then be removed in its entirety and replaced.

6. If the roadside signs are damaged during the construction, they shall be restored or replaced to a condition equal or better than the existing per the prior approval of the City's Traffic Section. New installation shall not impede **into** required ADA access distance around obstacles. A minimum clearance of 48" shall be maintained.

7. If existing fence is in conflict with the new construction, fence shall be relocated by the Contractor.

Unless otherwise specified, all excess excavation or removed material shall become the property of the Contractor and shall be disposed of by him away from the site of work.

50-1.02 PAYMENT - Full compensation for conforming to the requirements of this Section, not otherwise provided for, shall be considered as included in the prices paid for the various Contract bid items of work involved, and no additional compensation will be allowed therefor.

SECTION 51 THROUGH **SECTION 62**

BLANK

APPENDIX

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS

APPRENTICESHIP PROGRAM
FOR PUBLIC WORKS CONSTRUCTION

Welcome to the California

DEPARTMENT OF INDUSTRIAL RELATIONS

Apprenticeship programs information guide

Back to search

Description of apprenticeship
Qualifications for apprenticeship
How apprenticeship programs operate
Steps an applicant should take
Apprenticeship video - "California's Best Kept Secret"

Description of apprenticeship

Apprenticeship is a system of learning while earning, and "learning by doing." It combines training on the job with related and supplemental instruction at school. Today, it is utilized chiefly in the skilled crafts. Each program operates under apprenticeship training standards agreed to by labor and/or management in accordance with State and Federal laws, under which a person works with a skilled worker and gains on the job skills and "know-how" and in turn becomes an important part of the occupation and industry. In those crafts in which management and labor organizations exist, each selects an equal number of members to serve on the joint apprenticeship committee. The joint apprenticeship committee determines the standards for training of its occupation and supervises the training of apprentices.

In many cases the local apprenticeship committees have guidelines in the form of national and/or statewide standards recommended by the advisory organizations. But these are minimums and the local groups usually have complete autonomy in developing and administering their own programs.

Qualifications for apprenticeship

To be successful, the individual must have perseverance, ambition, and initiative. Like a college education, the successful completion of an apprenticeship term does not come easily, but is the result of hard work on the part of the apprentice.

In practically every skilled occupation, more than fundamental knowledge of arithmetic is essential. The ability to read, write and speak well is beneficial in any walk of life, but in some apprenticeship occupations it is more important than in others. In some occupations, individuals seeking an apprenticeship will be at a decided advantage if they have taken shop courses, have some knowledge of mechanical drawing, physics, blueprint reading, drafting, higher mathematics, chemistry, electricity, welding or the like. Physical fitness, a good sense of balance, eye-hand coordination, color sense, agility, strength, ability to work at heights and mechanical aptitude are desirable qualifications in many skilled occupations and one or more of these are essential in others. Ability to work with others, good personality, and neat appearance are necessary in most trades, particularly where contact with the public is involved.

In many skilled occupations, persons with a high school diploma or its equivalent are preferred. Prospective skilled workers usually like to work with their hands and to use various tools to build and repair things. They like to finish things once they have started and don't care how dirty or greasy the job, so long as they get it done. They enjoy visits to shops and factories and like to talk to mechanics about the jobs they do and the problems they meet in their work. In school, they get along well in shop, science, mathematics and mechanical drawing classes, and enjoy working on practical problems in the classroom and at home.

These are only some of the factors that may indicate an aptitude for the skilled crafts.

How apprenticeship programs operate

The training is supervised by Joint Apprenticeship Committee (JAC) - sometimes called Joint Apprenticeship and Training Committee (JATC), or a Unilateral Apprenticeship Committee (UAC).

Training is "spelled out" in apprenticeship standards developed by the local apprenticeship committees, with the assistance of consultants of the Division of Apprenticeship Standards, and registered with the State. The processes of the trade and the number of hours to be spent learning each process are defined.

The period of training is from 1 to 6 years, depending upon the trade. Most programs are for 4 years.

Apprentices start at a percentage of the skilled worker's wage and receive increases at regular intervals. Starting rates are usually 35% to 50%, and increases are given every six months in most trades.

Apprentices attend classes of related technical instruction, usually in the public schools. This instruction, supplementing the training on the job, gives apprentices a comprehensive understanding of the theoretical aspects of their work. Related instruction is one of the fundamental features of apprenticeship and has been developed and accepted as standard practice in every trade. In most cases this means attending classes at night 4 hours each week, for at least 108 hours a year. The instruction includes such subjects as safety laws and regulations, mathematics, drafting, blueprint reading and other sciences connected with the trade.

In class apprentices learn the theories of their trade; each day on the job they learn its practice, under the supervision of skilled workers, instruction in the use of the tools of the trade is also given apprentices early in their training; in most trades they are not allowed to use any power-driven machinery until well advanced in their training. Apprentices are usually required to furnish their own hand tools.

Each apprentice signs an apprentice agreement either with a JAC, UAC or an individual employer. This agreement is filed with the Division of Apprenticeship Standards.

Upon successful completion of training, they are issued a "Certificate of Completion" by the State of California.

In a number of occupations and industries apprentices receive, in addition to their regular wages, fringe benefits covering vacation pay, health and welfare, pensions, etc. Through collective bargaining in a number of instances, employers also pay certain regular amounts into apprenticeship funds, which are administered by boards of trustees. Coordinators of apprenticeship and field representatives are employed by these boards to supervise the training of apprentices in a given trade or area, process apprentice applications, keep records of progress, and the like. Where fund offices and staffs have been established, they have been of great value to the JACs, apprentices and the industry.

Industry coordinators and apprenticeship consultants of the Division of Apprenticeship Standards visit establishments to determine on-the-job progress of apprentices, seek new apprenticeship openings, and discuss problems with apprentices, supervisors and employers.

The role of the state, through the Division of Apprenticeship Standards, is consultative and developmental. The field and technical staffs of the Division assist management, labor, JAC's and UAC's by seeking to promote and develop additional training programs, by providing technical data through research on current trends and training practices to improve and enlarge existing programs, and by serving as the registration and certification agency for apprenticeship in California. The Division carries out the regulations formulated by the California Apprenticeship Council, which is charged by law to "foster, promote, and develop the welfare of the apprentice and industry, improve the working conditions of apprentices, and advance their opportunities for profitable employment;" (Shelly-Maloney Apprentice Labor Standards Act of 1939, as amended--Chapter 4 of Division 3, Labor Code of the State of California.)

The Council's regulations are spelled out in Title 8, Chapter 2 of the California Administrative Code. Of particular interest are the sections pertaining to non-discrimination in apprenticeship.

Sec. 212 defines the contents of apprenticeship standards to be approved by the Division of Apprenticeship Standards, including paragraph (b) (13):

"Provision for fair and impartial treatment of applicants for apprenticeship, selected through uniform selection procedures."

Sec. 215 provides in part:

"Selection procedures must be in writing, approved by the apprenticeship program sponsor, and must meet objective standards."

Apprenticeship programs must comply with the State of California Plan for Equal Opportunity in Apprenticeship Adopted and amended by the California Apprenticeship Council on November 28, 1983, as though expressly set forth herein and shall be considered as an appendix hereto and appropriately marked as such, including the month and year of adoption.

The Division's State Plan developed to meet the requirements of revised 29 CFR 30 is spelled out in the booklet, "State of California Plan for Equal Opportunity in Apprenticeship," which also contains administrative guidelines for

implementing the Plan.

Steps an applicant should take

1. Select an occupation for which you have an aptitude or some previous experience and the physical ability to perform.
2. Find out if you meet the minimum qualifications for that occupation.
3. Decide whether you can work under the required job conditions, some of which may be hazardous, dirty, uncomfortable or otherwise unpleasant.
4. Apply for an apprenticeship either directly to an employer in the occupations, the JAC, UAC, the appropriate union, or the California Employment Development Department.
5. Take aptitude or other tests where required.
6. If the apprenticeship committee has a waiting list of applicants, determine whether or not you are sufficiently interested in the occupation to wait for an opening, or whether you should seek other employment.
7. Some apprenticeship committees have applicants find their own employment with a firm which participates in the apprenticeship program.

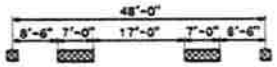
Conditions of Use | Privacy Policy
Copyright © 2011 State of California

CALTRANS
STANDARD PLANS

CENTERLINES
(2 LANE HIGHWAYS)

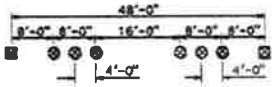
DETAIL 1

DETAIL 2

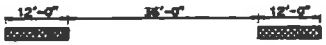


~~DETAIL 3~~ DETAIL 3 DELETED

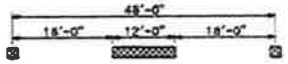
DETAIL 4



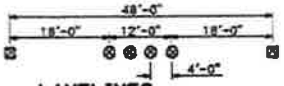
DETAIL 5



DETAIL 6

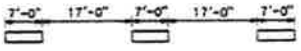


DETAIL 7

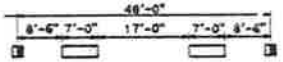


LANELINES
(MULTILANE HIGHWAYS)

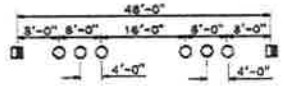
DETAIL 8



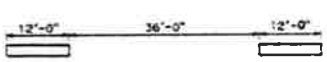
DETAIL 9



DETAIL 10

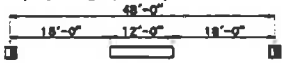


DETAIL 11

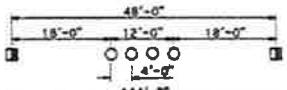


LANELINES (Cont)
(MULTILANE HIGHWAYS)

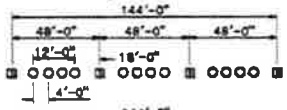
DETAIL 12



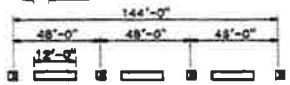
DETAIL 13



DETAIL 14

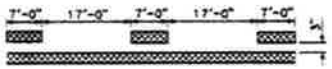


DETAIL 14A

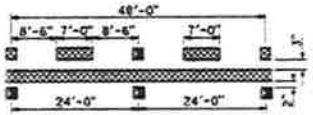


NO PASSING ZONES-ONE DIRECTION

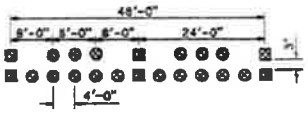
DETAIL 15



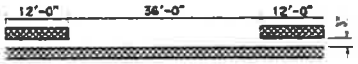
DETAIL 16



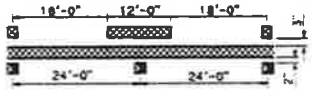
DETAIL 17



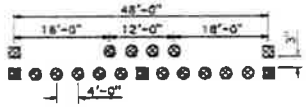
DETAIL 18



DETAIL 19



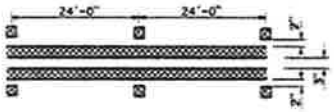
DETAIL 20



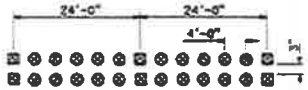
NO PASSING ZONES-TWO DIRECTION

DETAIL 21

DETAIL 22



DETAIL 23



LEGEND

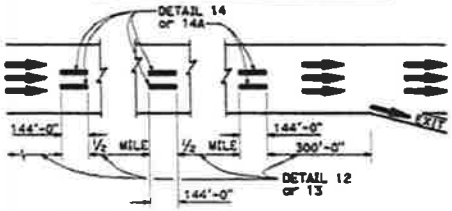
MARKERS

- TYPE A WHITE NON-REFLECTIVE
- TYPE AY YELLOW NON-REFLECTIVE
- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

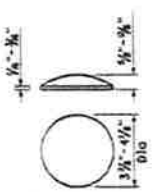
- 4" WHITE
- 4" YELLOW
- DIRECTION OF TRAVEL

TYPICAL LANE LINE DELINEATION IN ADVANCE OF EXIT RAMP

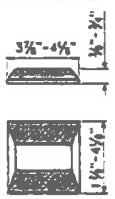


NOTE:
Detail 14 is to be used in combination with Detail 13. Detail 14A is to be used in combination with Detail 12.

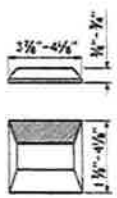
MARKER DETAILS



TYPE A AND TYPE AY



TYPE C AND TYPE D



TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20A

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

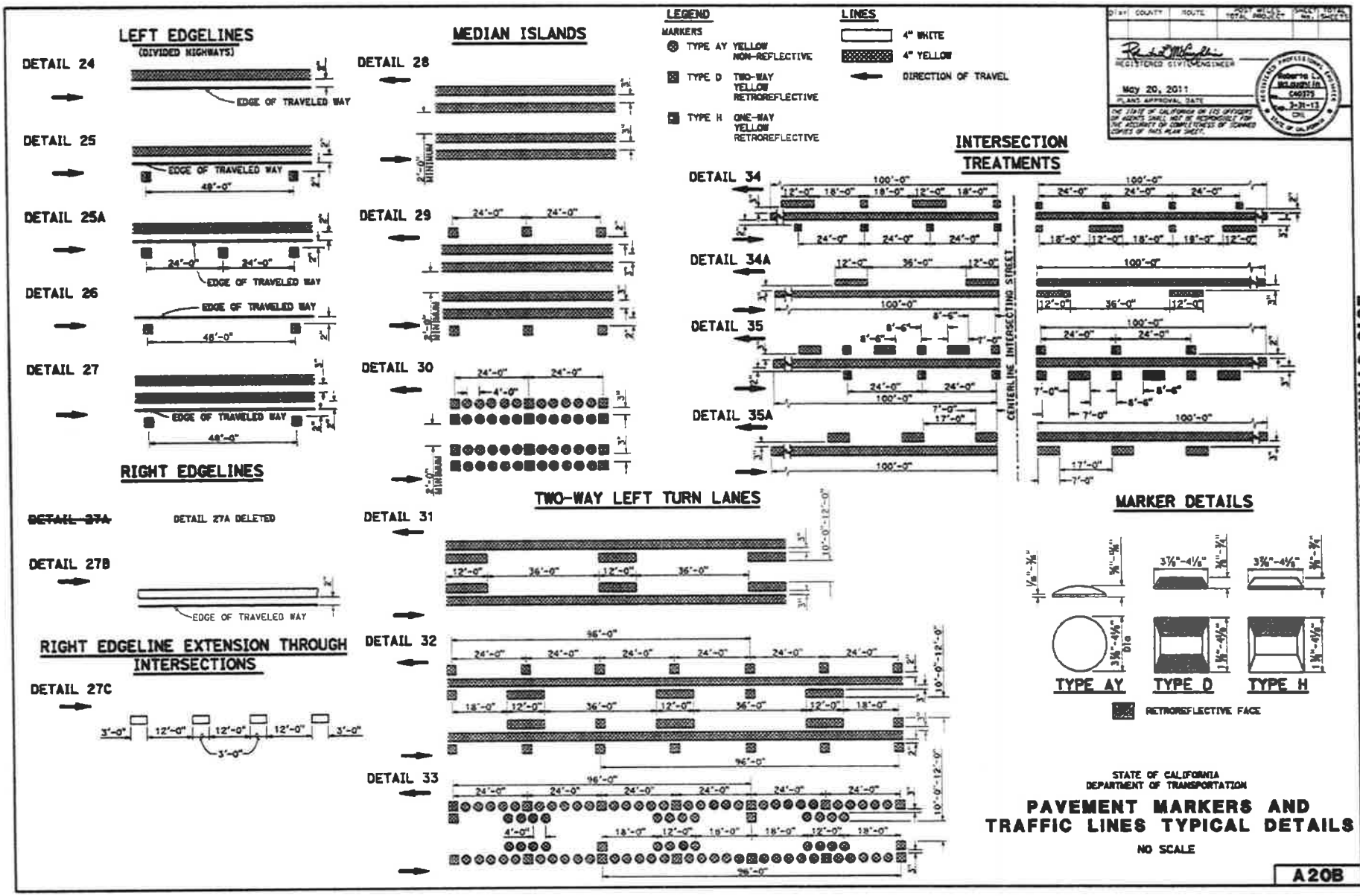
REGISTERED CIVIL ENGINEER

May 20, 2011
PLANS APPROVAL DATE

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

REGISTERED PROFESSIONAL ENGINEER
Roberto Villalobos
C40375
3-31-13
CIVIL
STATE OF CALIFORNIA

2010 STANDARD PLAN A20A


LEFT EDGELINES
(DIVIDED HIGHWAYS)
DETAIL 24
DETAIL 25
DETAIL 25A
DETAIL 26
DETAIL 27
EDGE OF TRAVELED WAY
48'-0"
24'-0"
RIGHT EDGELINES
~~DETAIL 27A~~
DETAIL 27A DELETED
DETAIL 27B
RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS
DETAIL 27C
3'-0"
12'-0"
MEDIAN ISLANDS
DETAIL 28
DETAIL 29
DETAIL 30
2'-0" MINIMUM
4'-0"
TWO-WAY LEFT TURN LANES
DETAIL 31
DETAIL 32
DETAIL 33
96'-0"
10'-0"-12'-0"
LEGEND
MARKERS
TYPE AY YELLOW NON-REFLECTIVE
TYPE D TWO-WAY YELLOW RETROREFLECTIVE
TYPE H ONE-WAY YELLOW RETROREFLECTIVE
LINES
4" WHITE
4" YELLOW
DIRECTION OF TRAVEL
INTERSECTION TREATMENTS
DETAIL 34
DETAIL 34A
DETAIL 35
DETAIL 35A
CENTERLINE INTERSECTING STREET
100'-0"
12'-0"
18'-0"
24'-0"
36'-0"
8'-6"
7'-0"
17'-0"
MARKER DETAILS
TYPE AY
TYPE D
TYPE H
RETROREFLECTIVE FACE
REGISTERED CIVIL ENGINEER
May 20, 2011
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS
NO SCALE
A20B

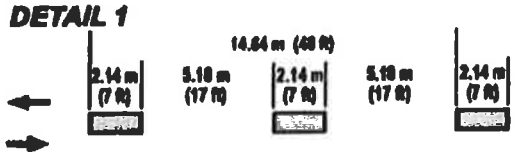
CALIFORNIA MUTCD STANDARDS

Figure 3A-101 (CA). Centerlines - 2 Lane Highways

FOR SPEEDS 65 km/h (40 mph) OR LESS

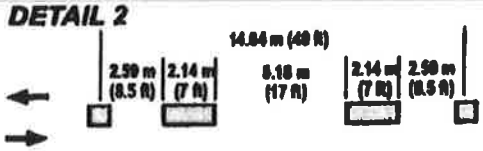
POLICY

DETAIL 1



Centerline pattern for use on two-lane streets and highways (normally used on local streets and highways).

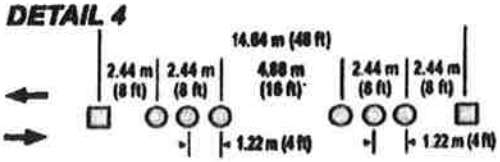
DETAIL 2



Centerline pattern with pavement markers for use on two-lane streets and highways.

DETAIL 3
(Deleted)

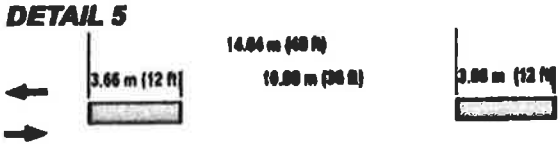
DETAIL 4



Alternate to Detail 2. For use at problem locations where it is difficult to place and maintain centerline because of moisture, sand, etc.

FOR SPEEDS 70 km/h (45 mph) OR MORE

DETAIL 5

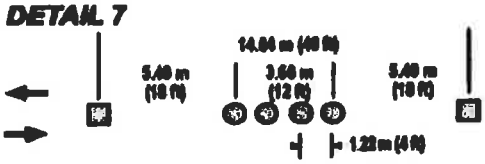


Centerline pattern for use on two-lane streets and highways (normally used on local streets and highways).

DETAIL 6

Centerline pattern with pavement markers for use on two-lane streets and highways.

DETAIL 7



Alternate to Detail 6. For use at problem locations where it is difficult to place and maintain centerline because of moisture, sand, etc.

LEGEND

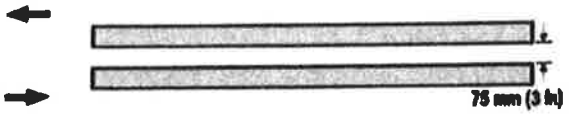
100 mm (4 in) Yellow — **Two-Way Yellow Retroreflective Markers**

Direction of Travel — **Non-Retroreflective Yellow Markers**

NOT TO SCALE

Figure 3A-104 (CA). No Passing Zones - Two Direction

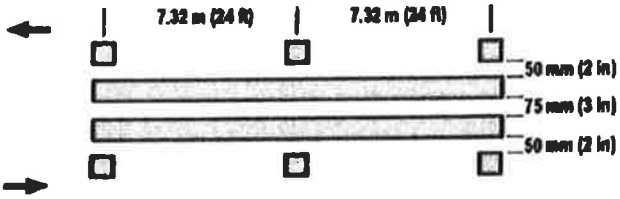
DETAIL 21



POLICY

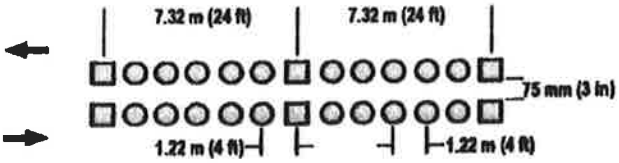
Two-direction no-passing pattern for use on two-lane streets and highways (normally used on local streets and highways). See Note 2.

DETAIL 22



Two-direction no-passing pattern with pavement markers for use on two-lane streets and highways. See Notes 1 and 2.

DETAIL 23



Alternate to Detail 22. For use with either Detail 4 or Detail 7.

NOTES:
1. **Pavement markers shown off the solid line in Detail 22 may be placed on the line.**
2. **A 75 mm (3 in) black line shall be placed between the 100 mm (4 in) yellow lines on State highways and may be placed on streets and highways under local jurisdiction.**

LEGEND

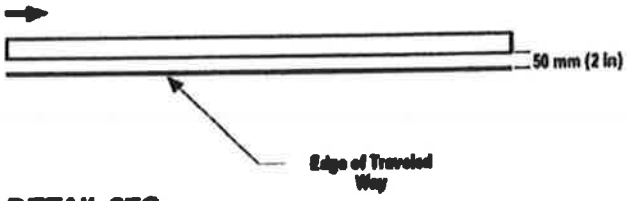
100 mm (4 in) Yellow — **Two-Way Yellow Retroreflective Markers**

Direction of Travel — **Non-Retroreflective Yellow Markers**

NOT TO SCALE

Figure 3A-106 (CA). Right Edge Line and Right Edge Line Extension Through Intersections

DETAIL 27B
Right Edge Line



DETAIL 27C
Right Edge Line Extension Through Intersections

POLICY

Right Edge Line pattern for use on all State highways may be used on local streets and highways. It is generally dropped at the beginning of the intersection flares on conventional highways. See also Detail 27C. On freeways, it may be flared in advance of the exit ramp as shown in Figure 3B-8 (CA).

Right Edge Line Extension Through Intersections pattern for use to extend the right edgeline through an intersection where climatic conditions, such as areas of heavy fog, may require additional guidance.

LEGEND

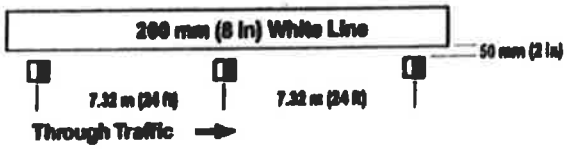
100 mm (4 in) White → **Direction of Travel**

NOT TO SCALE

(This space left intentionally blank)

Figure 3A-112 (CA). Channelizing Line and Lane Line/Centerline Extensions

DETAIL 38 - Channelizing Line



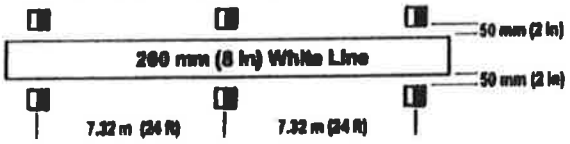
POLICY

Typical channelizing line for use on Left-Turn or Right-Turn lanes on State highways. Pavement Markers when used should be place on the through traffic side only.

DETAIL 38A - Channelizing Line

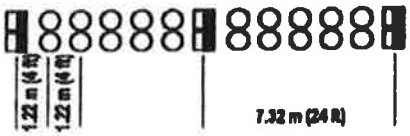
Typical channelizing line for use on Left-Turn or Right-Turn lanes on local streets and highways and freeway off-ramp terminals.

DETAIL 38B - Channelizing Line at Exit Ramps

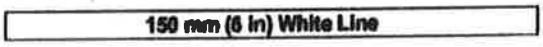


Typical channelizing line for use on Exit Ramps. Pavement Markers as shown may also be placed on the line.

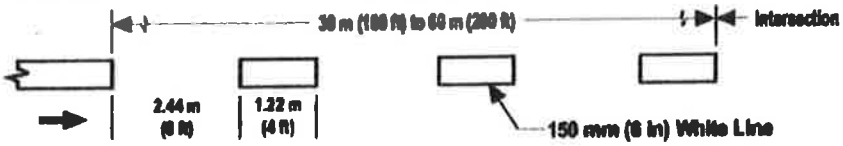
DETAIL 38C - Alternate to Detail 38 and 38B



DETAIL 39 - Bike Lane Line



DETAIL 39A - Bike Lane Intersection Line



DETAIL 40 - Lane Line Extension Through Intersections

The Lane Line Extension Through Intersections line is used to extend the lane line through an intersection that might otherwise be confusing to the motorist.

DETAIL 40A - Alternate to Detail 40

DETAIL 41 - Centerline Extension Through Intersections

The Centerline Extension Through Intersections line is used to extend the centerline through an intersection that might otherwise be confusing to the motorist.

DETAIL 41A - Alternate to Detail 41

NOT TO SCALE

LEGEND

- White Line
- Yellow Line
- Non-Retroreflective White Markers
- Non-Retroreflective Yellow Markers
- Direction of Travel
- One-Way Clear Retroreflective Markers

PROJECT LOCATION

Segment ID	Road Name	From Address	To Address	Area (sf)	Ward

Area 1

BID SCHEDULE
NO. 1

Canidates for 2015/2016 slurry seal

23959	CLUSTER ST	SIERRA WAY	BOYD ST	8055	1
22253	CLUSTER ST	MTN VIEW AVE	PERSHING AVE	8325	1
20462	CLUSTER ST	PERSHING AVE	ARROWHEAD AVE	7777	1
14898	CLUSTER ST	BOYD ST	MTN VIEW AVE	8575	1
27081	MTN VIEW AVE	CLUSTER ST	BIRCH ST	20130	1
14159	MTN VIEW AVE	BIRCH ST	OAK ST	8220	1
10777	MTN VIEW AVE	OAK ST	MILL ST	24900	1
18580	PERSHING AVE	CLUSTER ST	MILL ST	41352	1
				74084	

Segment ID	Road Name	From Address	To Address	Area (sf)	Ward

Area 2 ADDITIVE BID SCHEDULE NO.2

Canidates for 2015/2016 slurry seal

7184	CANYON RD	BASELINE ST	GILBERT ST	66164	2
25885	CEDAR AVE	BASELINE ST	GILBERT ST	76134	2
				142298	

Segment ID	Road Name	From Address	To Address	Area (sf)	Ward

Area 3

BID SCHEDULE NO.1

Canidates for 2015/2016 slurry seal

12641	WALNUT ST	SAN ANSELMO AVE	END	16402	3
9789	WALNUT ST	MACY ST	SAN ANSELMO AVE	8580	3
18997	SAN ANSELMO AVE	OREGON ST	ATCHISON ST	9306	3
12599	SAN ANSELMO AVE	CHATKA LN	OREGON ST	13893	3
11312	SAN ANSELMO AVE	ATCHISON ST	WALNUT ST	8415	3
3657	ATCHISON ST	SAN ANSELMO AVE	END	15215	3
18043	OREGON ST	SAN ANSELMO AVE	END	14826	3
2953	CHATKA LN	SAN ANSELMO AVE	END	13430	3
19631	CHATKA LN	MACY ST	SAN ANSELMO AVE	8382	3
10101	WALNUT ST	TERRACE RD	IRIS ST	9697	3
21918	WALNUT ST	IRIS ST	MACY ST	7926	3
26393	CHATKA LN	TERRACE RD	MACY ST	18951	3

145022

108449

127400

118146

Segment ID	Road Name	From Address	To Address	Area (sf)	Ward

Area 4 ADDITIVE BID SCHEDULE NO.2

Canidates for 2015/2016 slurry seal

1780	58TH ST	END	VALERIE WAY	12670	4
20726	59TH ST	CARLETON ST	VALERIE WAY	25794	4
17060	59TH ST	VALERIE WAY	I ST	16401	4
22475	CARLETON ST	56TH ST	VALERIE WAY	7821	4
13965	CARLETON ST	VALERIE WAY	59TH ST	22044	4
20427	VALERIE WAY	58TH ST	59TH ST	16302	4
17441	VALERIE WAY	CARLETON ST	58TH ST	21945	4
				122977	
				106576	
				110307	

Segment ID	Road Name	From Address	To Address	Area (sf)	Ward

Area 5 ADDITIVE BID SCHEDULE NO.2

Canidates for 2015/2016 slurry seal

12591	APPALOOSA AVE	RED SKY AVE	WASHINGTON ST	16575	5
14981	ESCENA ST	RED SKY AVE	WASHINGTON ST	12219	5
23971	RED SKY AVE	ESCENA ST	END	16402	5
21983	RED SKY AVE	VERDEMONT RANCH RD	APPALOOSA AVE	10054	5
12912	RED SKY AVE	APPALOOSA AVE	ESCENA ST	11135	5
27045	VERDEMONT RANCH RD	RED SKY AVE	WASHINGTON ST	19978	5
				86363	
4551	WASHINGTON ST	PALM AVE	VERDEMONT	5846	5
16316	WASHINGTON ST	VERDEMONT RANCH RD	APPALOOSA AVE	10434	5
18603	WASHINGTON ST	APPALOOSA AVE	ESCENA ST	11507	5
				114150	

Segment ID	Road Name	From Address	To Address	Area (sf)	Ward

Area 6

ADDITIVE BID SCHEDULE NO.2

Canidates for 2015/2016 slurry seal

25047	CUMMINGS WAY	SUSIE LN	PENNSYLVANIA AVE	9236	6
7936	LINCOLN AVE	SUSIE LN	PENNSYLVANIA AVE	10660	6
4301	LINCOLN ST	END	SUSIE LN	4810	6
16292	PENNSYLVANIA AVE	LINCOLN AVE	Dead End	3635	6
10491	PENNSYLVANIA AVE	CUMMINGS WAY	LINCOLN AVE	33475	6
16475	PENNSYLVANIA AVE	16TH ST	CUMMINGS WAY	3930	6
20240	SUSIE LN	17TH ST	LINCOLN ST	15665	6
18933	SUSIE LN	CUMMINGS WAY	17TH ST	17453	6
				98863	
24911	CLYDE ST	GILBERT ST	16TH ST	16170	6
20782	GLENVIEW ST	GILBERT ST	16TH ST	15510	6
10347	ELLSWORTH WAY	GILBERT ST	END	13145	6
16448	GILBERT ST	GLENVIEW ST	CLYDE ST	9900	6

Segment ID	Road Name	From Address	To Address	Area (sf)	Ward
24862	GILBERT ST	ELLSWORTH WAY	GLENVIEW ST	9900	6
24925	GILBERT ST	PENNSYLVANIA AVE	ELLSWORTH WAY	11055	6
16415	15TH ST	PENNSYLVANIA AVE	CALIFORNIA ST	37162	6
24752	PENNSYLVANIA CT	END	PENNSYLVANIA AVE	5842	6
				118684	

Segment ID	Road Name	From Address	To Address	Area (sf)	Ward
Area 7	**ADDITIVE BID SCHEDULE NO.2**				
2134	LEROY ST	30TH ST	MARSHALL BLVD	44713	7
9816	GENEVIEVE ST	MARSHALL BLVD	34TH ST	30888	7
26980	LUGO AVE	30TH ST	MARSHALL BLVD	33769	7
23855	LUGO AVE	MARSHALL BLVD	34TH ST	37530	7
				116011	
				780,251.38	

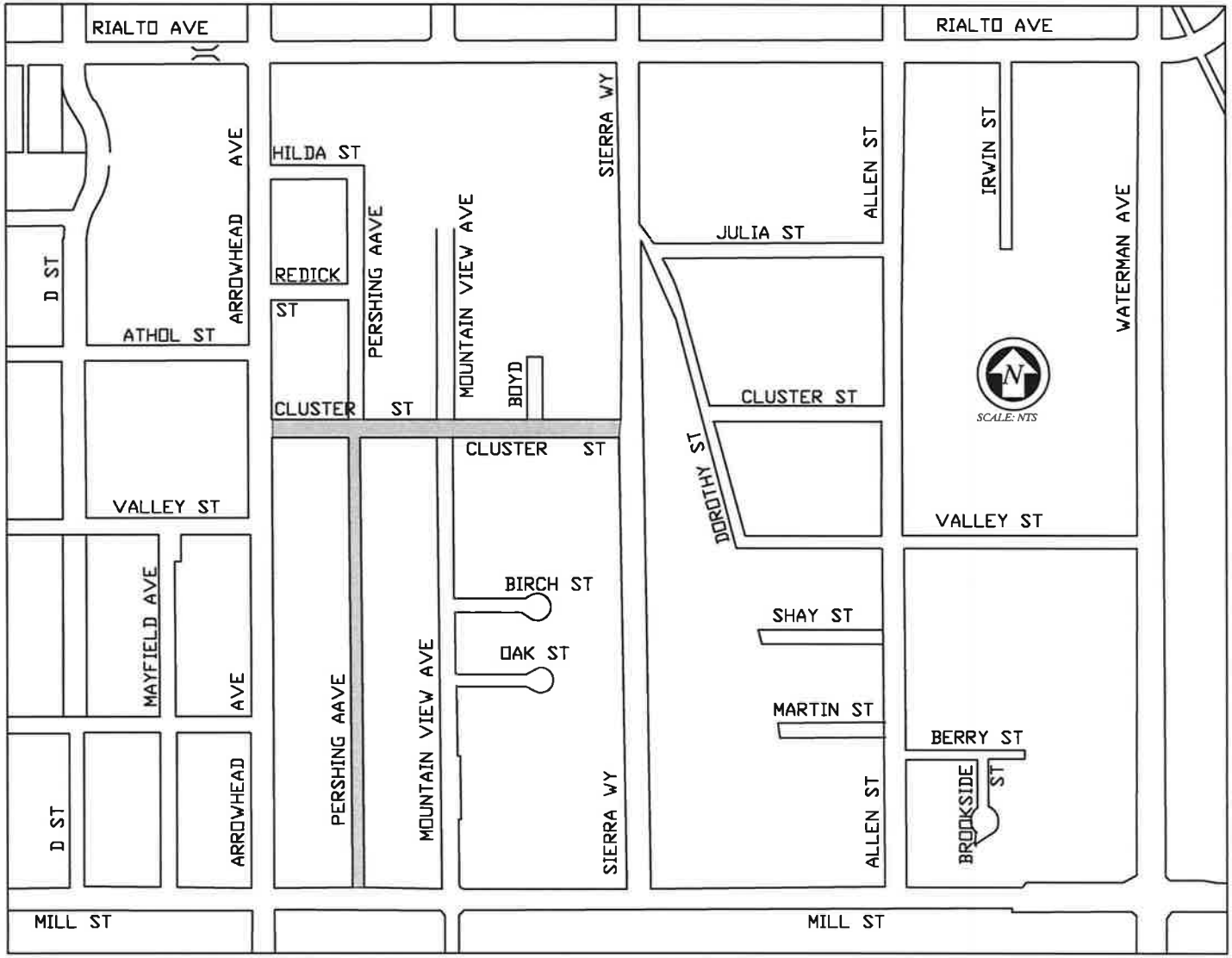


EXHIBIT AREA 1

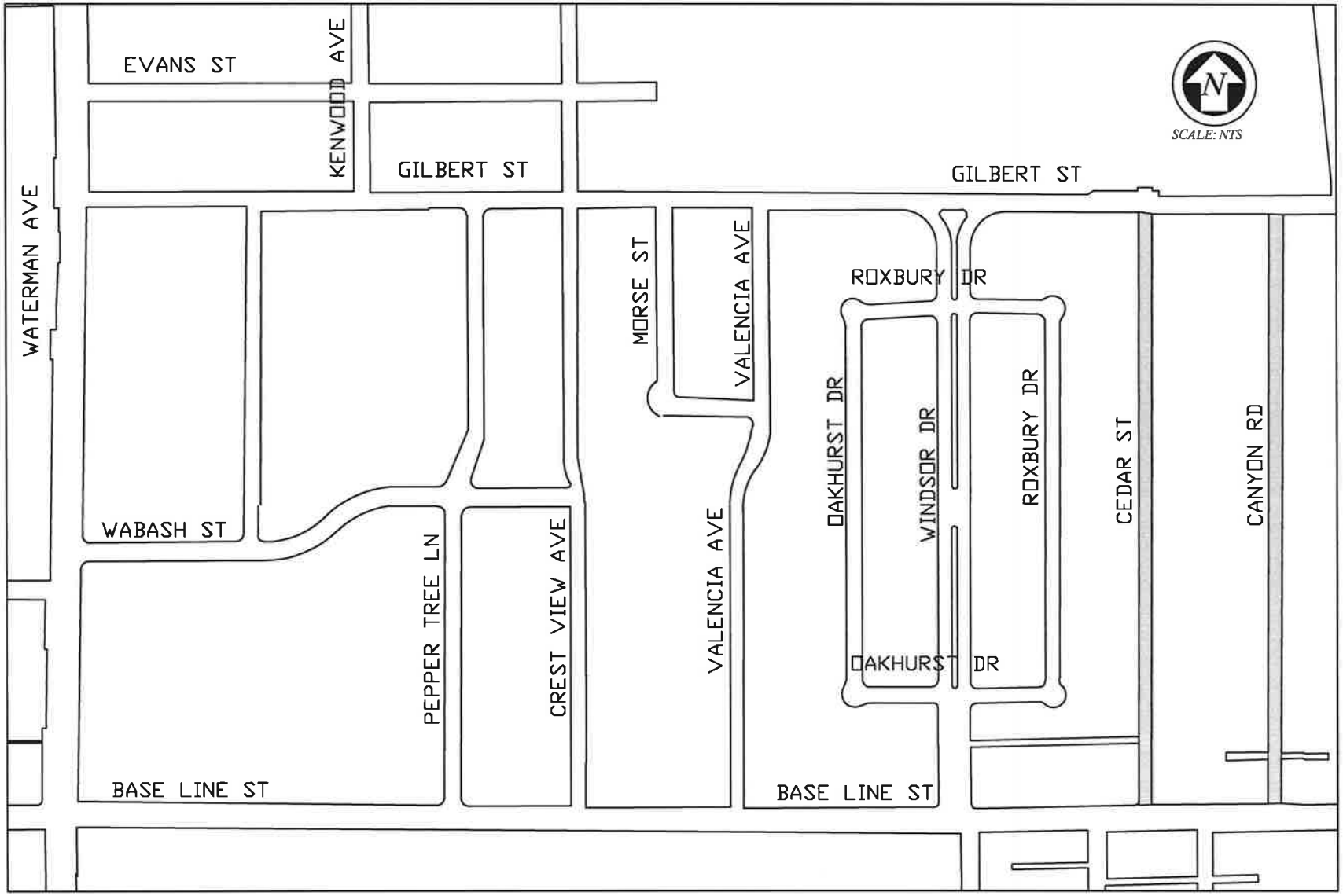


EXHIBIT AREA 2

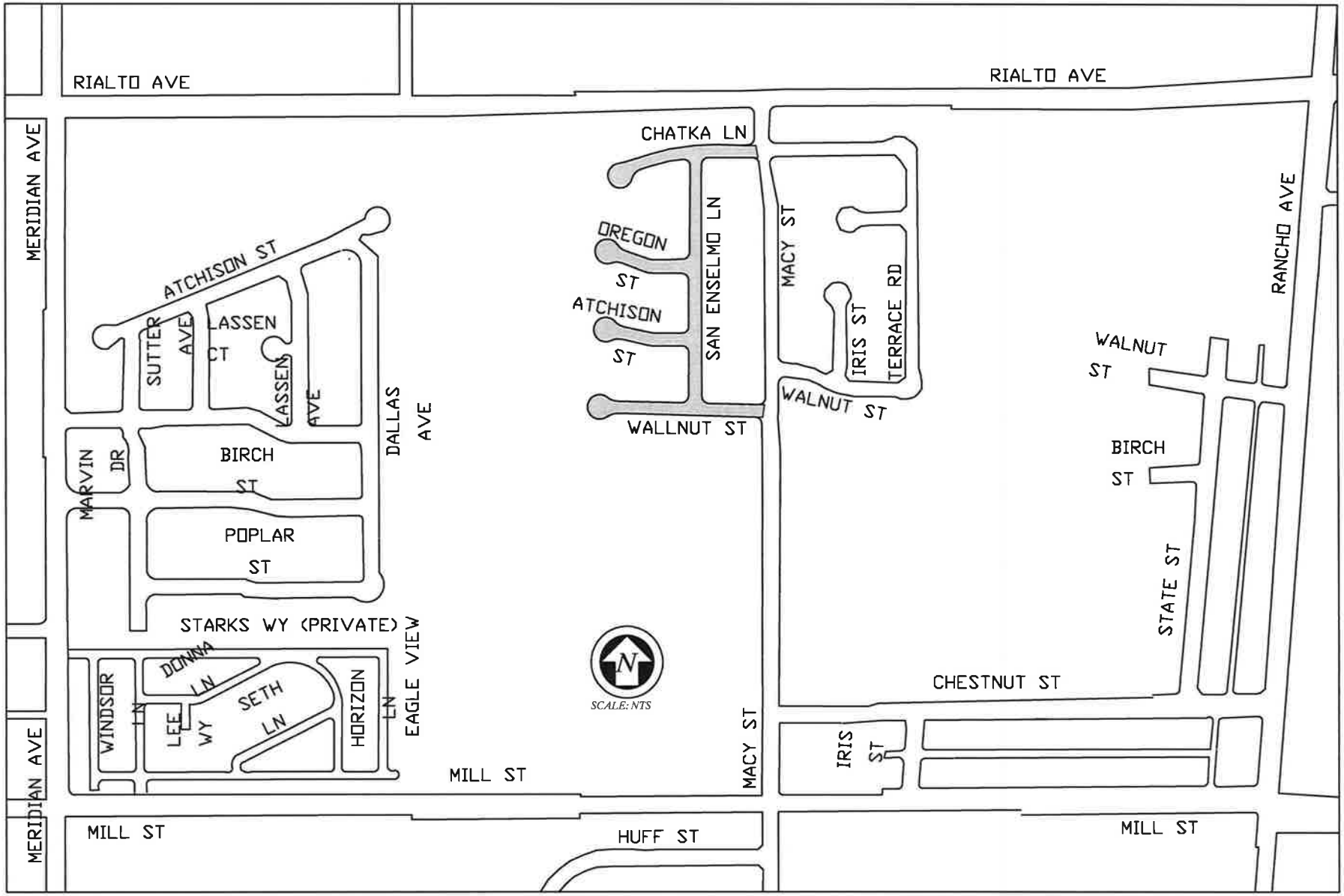


EXHIBIT AREA 3

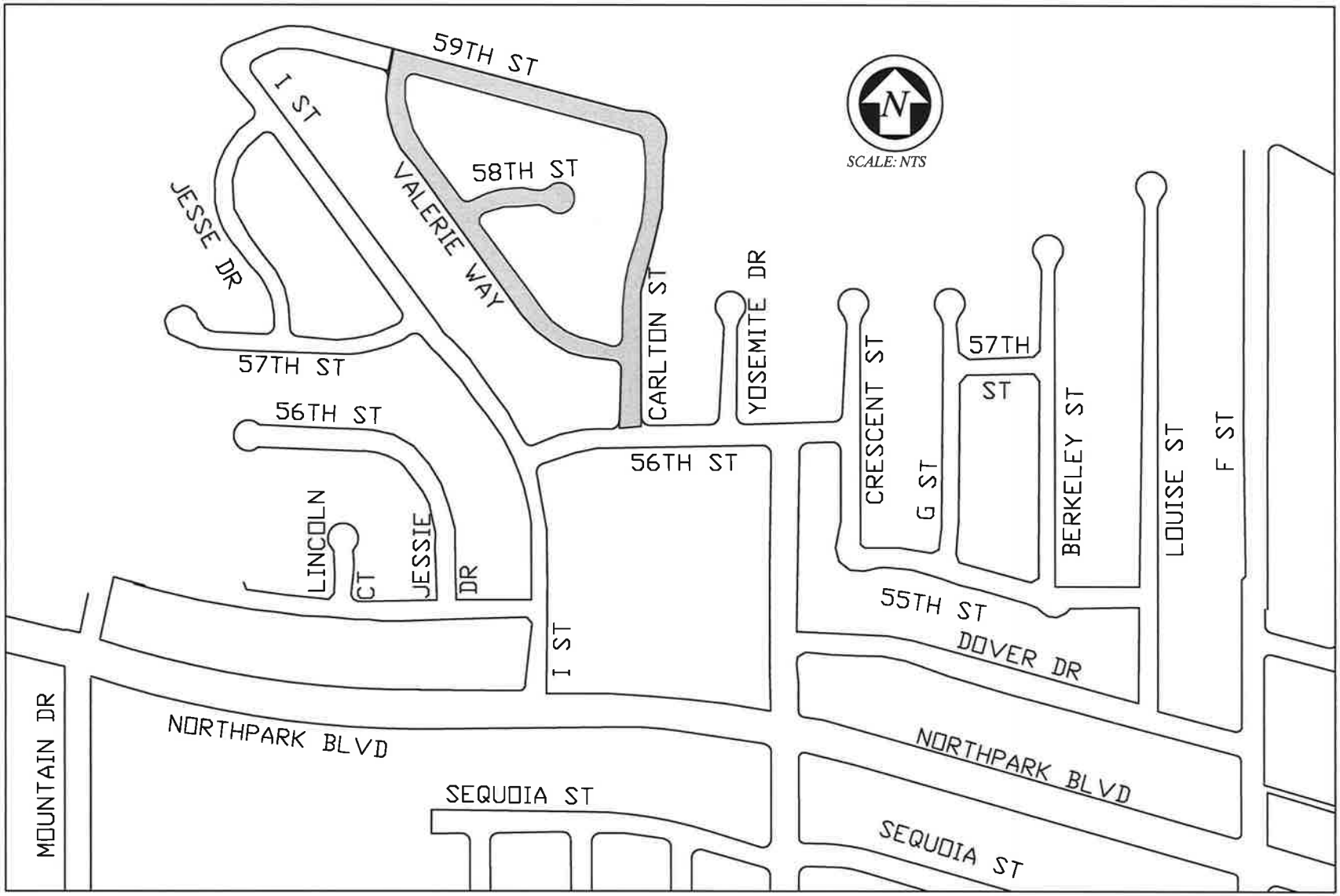


EXHIBIT AREA 4

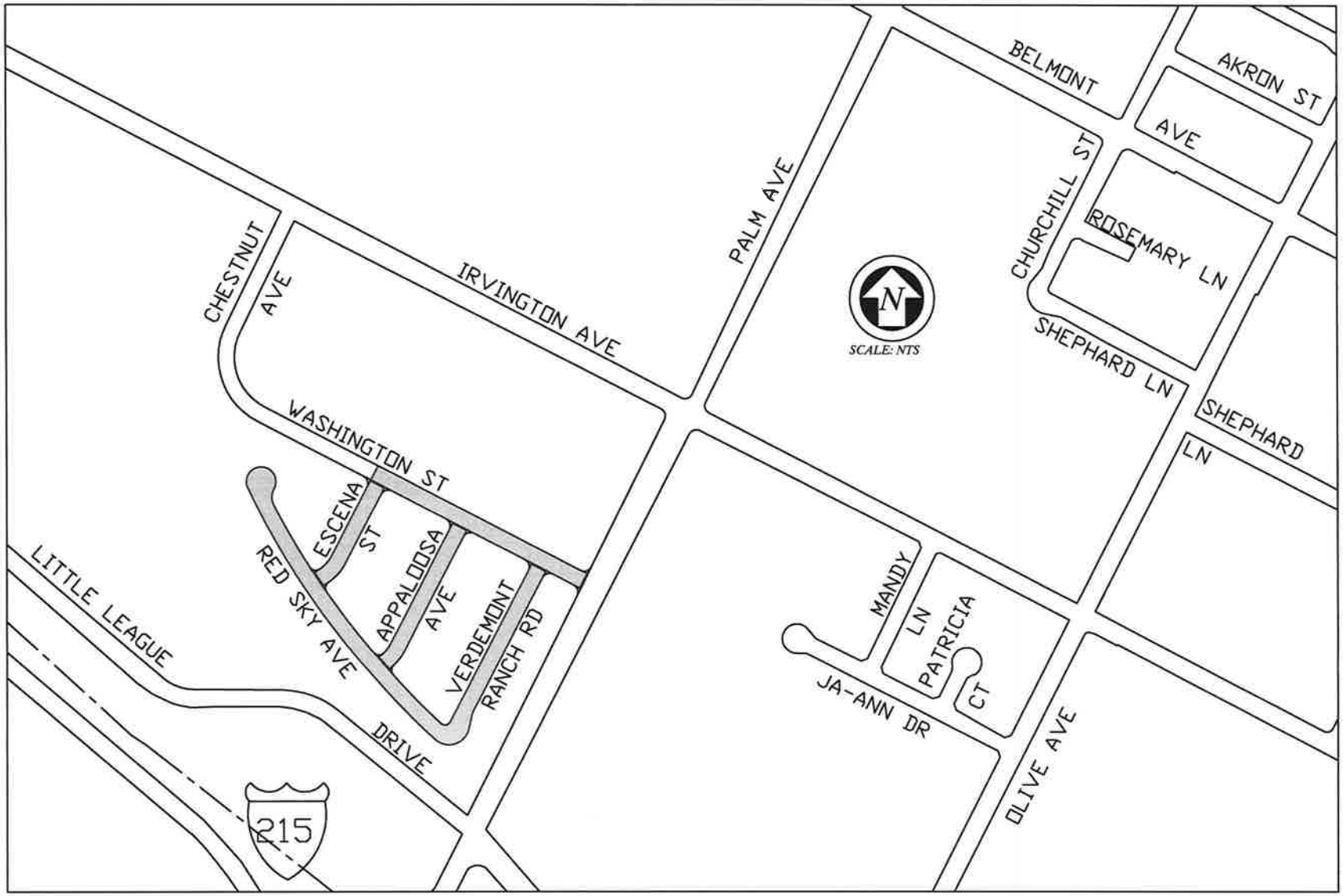


EXHIBIT AREA 5

EXHIBIT AREA 6

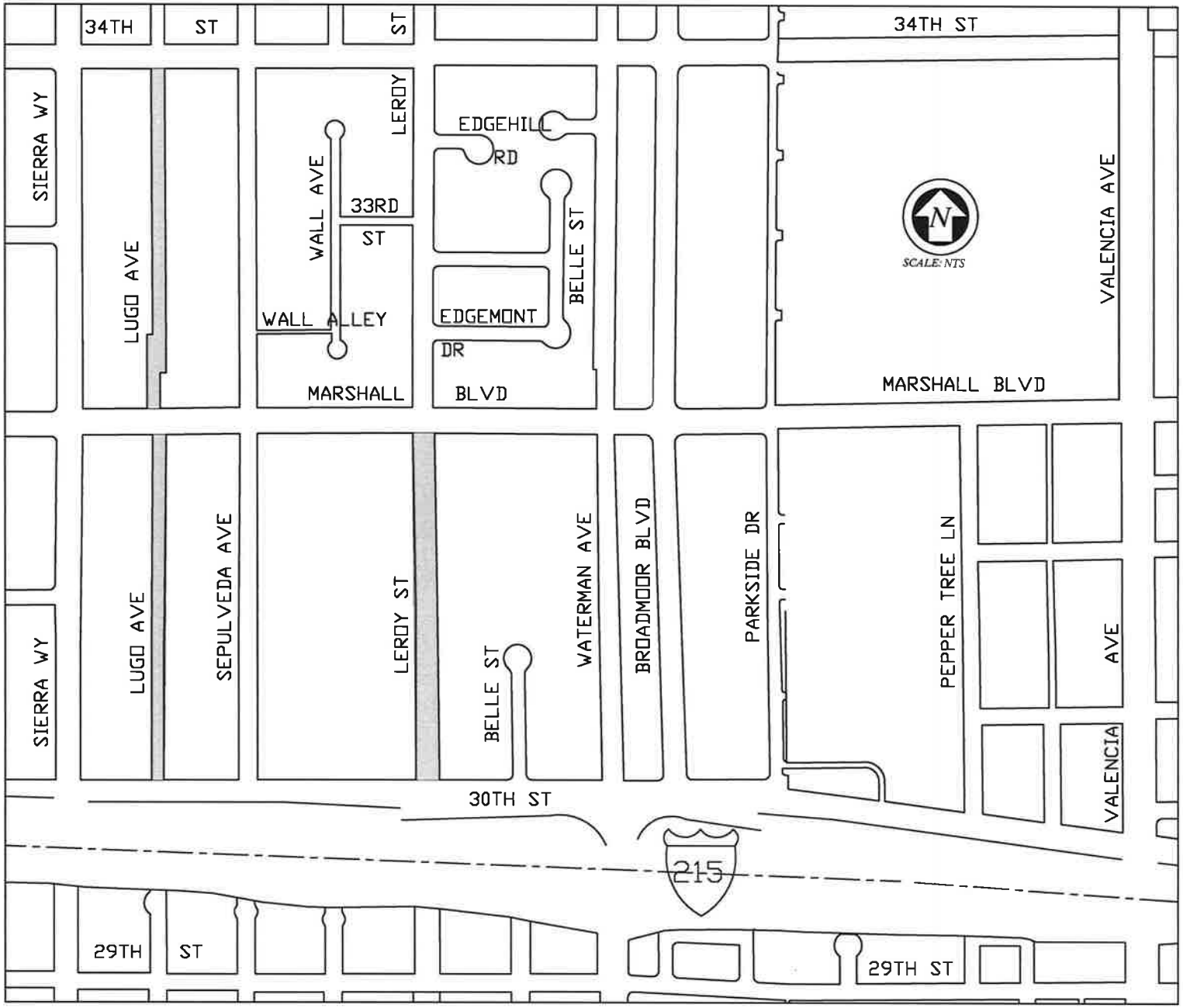
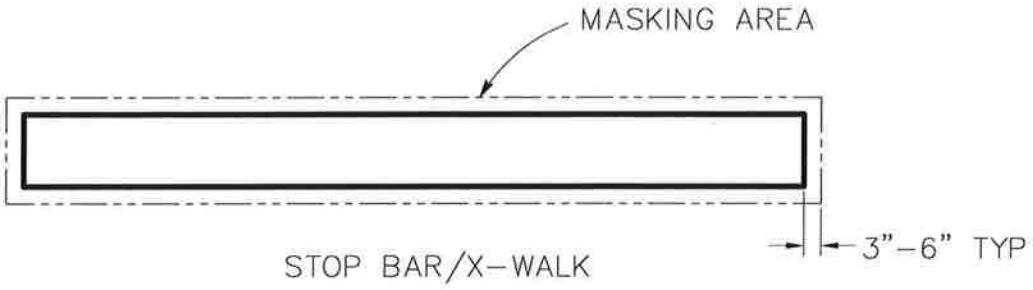


EXHIBIT AREA 7



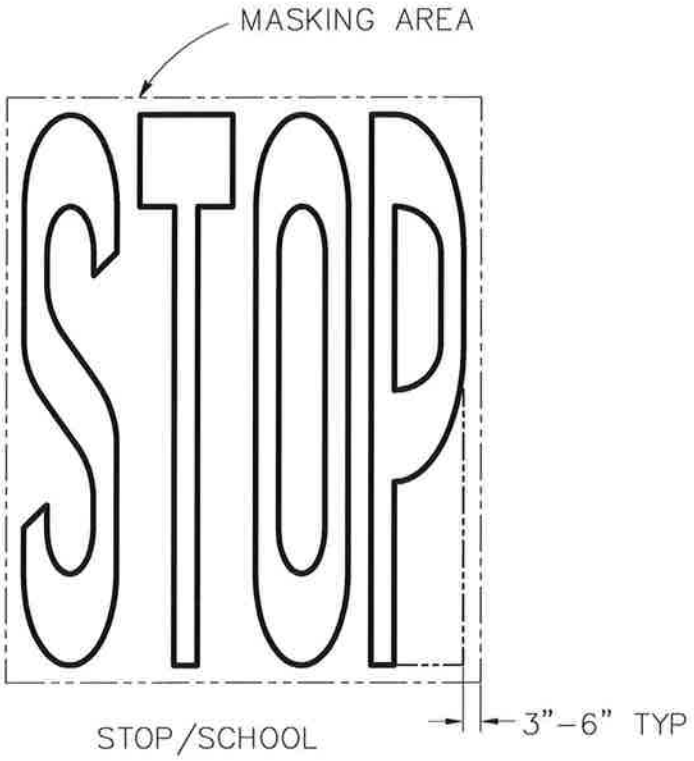


EXHIBIT MASKING

CONTRACT
AGREEMENT

A G R E E M E N T

CITY OF SAN BERNARDINO

THIS AGREEMENT is made and concluded this _____ day of _____, 20___, between the City of San Bernardino (owner and hereinafter "CITY"), and _____ _____ (hereinafter "CONTRACTOR").

1. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the CITY, and under the conditions expressed in the bond as deposited with the CITY, receipt of which is hereby acknowledged, the CONTRACTOR agrees with the CITY, at the CONTRACTOR's own proper cost and expense in the Special Provisions to be furnished by the CITY, to furnish all materials, tools and equipment and perform all the work necessary to complete in good workmanlike and substantial manner the

PAVEMENT REJUVENATION AT VARIOUS LOCATIONS
(ANNUAL – SLURRY) (SS – D)
IN THE CITY OF SAN BERNARDINO
PLAN NO. 13057

in strict conformity with Plans and Special Provisions **No. 13057**, and also in accordance with Standard Specifications for Public Works/Construction, 2015 Edition, on file in the Office of the City Engineer, Public Works Department, City of San Bernardino, which said Plans and Special Provisions and Standard Specifications are hereby especially referred to and by such reference made a part hereof.

2. The CONTRACTOR agrees to receive and accept the prices as set forth in the Bid Schedule as full compensation for furnishing all materials and doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work and the whole thereof, in the manner and according to the Plans and Special Provisions, and requirements of the Engineer under them.

3. The CONTRACTOR herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on the basis of race, color, national origin, religion, sex, marital status, or ancestry in the performance of this contract, nor shall the CONTRACTOR or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection of subcontractors, vendees, or employees in the performance of this contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

AGREEMENT: PAVEMENT REJUVENATION AT VARIOUS LOCATIONS (ANNUAL – SLURRY) (SS – D), IN THE CITY OF SAN BERNARDINO

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

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

IN WITNESS WHEREOF, the parties of these present have hereunto set their hands the year and date first above written.

CONTRACTOR

Name of Firm:

_____

BY: _____

TITLE: _____

MAILING ADDRESS:

_____

_____

_____

PHONE NO.:(____)_____

ATTEST:

_____
Secretary

NOTE: Secretary of the Owner should attest.
If Contractor is a corporation, Secretary should attest.

CITY OF SAN BERNARDINO

BY: _____
MARK SCOTT
City Manager

ATTEST:

_____
GEORGEANN HANNA
City Clerk

APPROVED AS TO FORM:

_____
GARY D. SAENZ, City Attorney