

CITY OF SAN BERNARDINO

STATE OF CALIFORNIA

BID & CONTRACT DOCUMENTS

SPECIAL PROVISIONS NO. 13064

FOR

**ANNUAL CITYWIDE
MAINTENANCE SERVICES CONTRACT
FOR
TRAFFIC STRIPING & PAVEMENT MARKING
(SS - O)**



DEPARTMENT OF PUBLIC WORKS
CITY OF SAN BERNARDINO

FEBRUARY, 2016

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

ON MARCH 29, 2016

**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

& Appendix

The above 3 parts are bound together in one (1) manual titled "BID AND CONTRACT DOCUMENTS"

DRAWING NO. 13064 - SHEETS N/A

**ANNUAL CITYWIDE MAINTENANCE
SERVICES CONTRACT FOR
TRAFFIC STRIPING & PAVEMENT MARKING (SS - O)**

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PART I

ADMINISTRATION

NOTICE INVITING SEALED BIDS

CITY OF SAN BERNARDINO

Owner

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

ANNUAL CITYWIDE MAINTENANCE SERVICES CONTRACT FOR TRAFFIC STRIPING & PAVEMENT MARKING (SS - O)

in accordance with Special Provision No., 13064, on file in the Office of the City Engineer, Third Floor, San Bernardino City Hall.

Electronic copies of the Project documents are available to be downloaded (copied), at no cost, from the CITY's website at:

[www.ci.san-bernardino.us/services/request for bids/public works/default.asp](http://www.ci.san-bernardino.us/services/request%20for%20bids/public%20works/default.asp). conversely, the Project documents are also available on CD at no cost, if picked up in person. Upon request, a CD of the Bid and Contracting Documents may be mailed for an additional fee of \$10.

It is 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.

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, March 29, 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 "C-32" or "A" 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.

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/dir/databases.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.

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 days.

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

City of San Bernardino
Department of Public Works
300 North "D" Street, 3rd Floor
San Bernardino, CA 92418-0001
Subject: **ANNUAL CITYWIDE MAINTENANCE SERVICES CONTRACT
FOR TRAFFIC STRIPING & PAVEMENT MARKING (SS - O)
SPECIAL PROVISIONS NO. 13064**

Attention: Antonio "Tony" Lugo, Traffic Engineering Associate
Phone: (909) 384-5084 Fax: (909) 384-5190
E-mail: lugo_an@sbcity.org

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: 13064
SHALL APPEAR IN FIRST ISSUE NOT LATER THAN
DATE 03 / 07 / 16 AND 03 / 12 / 16
(FIVE DAYS BETWEEN FIRST & SECOND PUBLICATION)
SIGNATURE _____ DATE _____

INSTRUCTIONS TO BIDDERS

ANNUAL CITYWIDE MAINTENANCE SERVICES CONTRACT FOR TRAFFIC STRIPING & PAVEMENT MARKINGS (SS - O)

SPECIAL PROVISIONS NO. 11329

LOCATION OF WORK

The general location of the project is various streets throughout the City of San Bernardino. Work is to be performed on an as needed basis as requested by Work Orders issued by the City of San Bernardino Public Works Department.

INTENT

The intent of this request for bid is to establish an annual maintenance contract for installation of street striping and pavement markings, on an as-needed basis, on various streets throughout the City of San Bernardino (hereafter "CITY"). This **annual period (2015/2016)** shall begin following the submittal of all required documents and the full execution of the Contract Documents by the CITY and the Contractor to whom the contract is awarded.

BID FORMS

No bid will be received unless it is made on a Bid Form furnished in these Bid and Contract Documents with the unit price shown in numeric figures for each item, and with the total of each item and total of all items computed. All requested information must be clearly and legibly set forth in the manner and form indicated. The CITY will not consider any bid not meeting these requirements.

All prices and notations must be typewritten or written in ink. No erasures are permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by the person signing the bid.

Bidder shall enter a unit price for each bid item. Unit prices shall be stated in units specified on the bid form. Bids not in compliance will be considered invalid.

A responsible officer or employee must sign with the firm's name on all bid forms. Obligations assumed by such signature must be fulfilled.

BID GUARANTEE

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. If a bidder to whom a contract is awarded fails or refuses to execute the contract

documents, or to furnish the required insurance policies as set forth in those documents, the public use of the proposed improvements will be delayed, and the public will suffer damage that cannot easily or practically be determined and based upon this, the CITY and bidder agree that the above cash, check or bond shall be paid to the CITY as liquidated damages and not as a forfeiture. All bonds furnished pursuant to this notice must be in accordance with Section 2-4, "Contract Bonds" of the Standard Specifications for Public Works Construction, 2011 edition. Any bid not accompanied by such a guarantee shall be considered non-responsive. The bid guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

BID DELIVERY

Deliver all bids to the City Engineer's Office, Third Floor, City Hall, 300 North "D" Street, San Bernardino, California, in a sealed envelope clearly marked with **"ANNUAL CITYWIDE MAINTENANCE SERVICES CONTRACT FOR TRAFFIC STRIPING & PAVEMENT MARKING, SPECIAL PROVISIONS NO. 11329 - DO NOT OPEN WITH REGULAR MAIL"** on the outside. Bids may be mailed or delivered by messenger.

Said bids will be received up to the hour of **2:00 p.m.**, on **March 29, 2016**, at which time all of said bids will be publicly opened, and examined and declared in City Engineer's Conference Room, Third Floor, City Hall. Late bids will not be considered.

WORK ORDER, SCHEDULE, COMPLETION OF WORK, LIQUIDATED DAMAGES

Work Order:

The CITY will issue to the selected contractor Work Orders for related work at locations throughout the CITY as needed. Each Work Order issued by the CITY will include, at a minimum, the following quantities: 2,100 square feet of stenciled markings (thermoplastic) or 6,600 lineal feet of traffic striping. Each location will specify the locations to be re-marked or re-striped.

Schedule and Completion of Work:

Time is of the essence in the completion of work encompassed by this contract. The Contractor must commence on traffic striping within five (5) calendar days after notification and issuance of a Work Order by the CITY and the Contractor must commence work on stenciled markings within ten (10) calendar days after notification and issuance of a Work Order by the CITY. The Contractor shall notify the CITY Public Works Department a minimum of 48 hours in advance of any work performed within the CITY right-of-way. The Contractor must pursue the work continuously after commencement until completion of the work identified in the Work Order. The CITY seeks a source of supply that will provide accurate and timely delivery/completion.

Public Works Department Person to Notify:

Attention: Antonio "Tony" Lugo, Traffic Engineering Associate

City of San Bernardino

Department of Public Works

300 North "D" Street, 3rd Floor

San Bernardino, CA 92418-0001

Phone: (909) 384-5084 Fax: (909) 384-5190

E-mail: lugo_an@sbcity.org

Unless directed otherwise by the CITY after notification, the Contractor shall commence work on the date stated in the notification to the CITY.

Working hours for this project are between 7:30 a.m. and 4:00 p.m. Monday through Friday, excluding legal holidays observed by the CITY. Working hours between 9:00 p.m. and 5:00 a.m. shall require prior written approval by the City Engineer.

Liquidated Damages:

The Contractor agrees that failure to commence work within the time allowed will result in liquidated damages in the amount of One Hundred Dollars (\$100) per calendar day for each day that commencement is delayed beyond the allowed time.

In case of default by the Contractor, the CITY may procure the articles or service from other sources and may deduct from the unpaid balance due the Contractor, or may bill for excess costs so paid, and the prices paid by the CITY shall be considered the prevailing market prices paid at the time such purchase is made.

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.

IRREGULAR BIDS / BIDDER DISQUALIFICATION

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. Alternative bids will not be considered unless specifically requested by the CITY. No oral, telegraphic, or telephonic bid, modification, or withdrawal will be considered.

Bidders may be disqualified with their bids rejected for any of, but not limited to, the following reasons:

1. Failure to use the Bid Form provided in these contact documents.
2. Lack of signature by an authorized representative on the Bid Form.
3. Failure to properly complete the Bid Form.
4. Evidence of collusion among bidders.
5. Unauthorized alteration of Bid Form.

DISCREPANCIES AND MISUNDERSTANDINGS

Before submitting a bid, Bidders must satisfy themselves by personal examination of the Bid and Contract Documents, and by any other means as they may believe necessary, as to the actual conditions, requirements and difficulties under which the work must be performed, and fully inform themselves as to all existing conditions and limitations, and shall include in the bid, the cost of all items necessary in the completion of the project. The Bidder shall not be allowed any extra compensation by reason of any matter or thing, concerning that which such the Bidder might have fully informed himself prior to the bidding. 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.

Any errors, omissions, or discrepancies found in the bid and contract documents shall be called to the attention of the CITY. Should a Bidder find any ambiguity, inconsistency or error in the Bid and Contract Documents, or be in doubt as to their meaning, the Bidder shall notify the CITY, in writing via e-mail or fax as specified in the Notice Inviting Sealed Bids. Issues requiring clarification will be addressed in a written addendum response, sent by e-mail or fax to each Bidder, person or firm recorded by the CITY on the List of Plan Holders as having obtained a copy of the Bid and Contract Documents. Any addenda issued by the CITY prior to the bid opening are

to be included in the bid from the Bidder, and shall become a part of the Bid and Contract Documents. The Bidder shall acknowledge receipt of addenda on the Bid Form in the space provided.

By submitting a bid, the Bidder shall be held responsible to have personally examined and carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this bid, and agrees that if awarded the contract, will make no claim against the CITY based on ignorance or misunderstanding of the plans, specifications, site conditions and/or contract provisions.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The CITY will not require or issue a permit for work within the right-of-way of the CITY. Pursuant to the City Municipal Code, the Contractor and all subcontractors shall pay for and obtain a CITY Business Registration License prior to commencing work.

CONTRACTORS LICENSE LAW

The successful Bidder shall comply with and require all subcontractors to comply with all Federal, State and City Contractor License Laws and be duly Registered and Licensed thereunder as required.

No contract will be awarded to a bidder who is not licensed in accordance with the law under the provisions of Division III, Chapter 9, Class "C-32" or Class "A" of the California Business and Profession Code at the time of the award, and said license shall remain in effect for the duration of the contract.

INSURANCE REQUIREMENTS

Bidders must be able to provide a copy or copies of company's Certificates of Insurance or letter from the insurance company(ies) evidencing the fact that the Contractor is able to be insured as required by the CITY, including the CITY as a certificate holder.

Contractor shall not commence work until all insurance required hereunder and by the Contract Documents has been obtained from a company or companies acceptable to the CITY and the Contractor shall not allow any subcontractor to commence work until all insurance required of the subcontractor has been obtained. Contractor shall obtain and maintain at all times during the life of the contract the following policies of insurance:

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. Throughout the term of this Agreement, at the Contractor's sole cost and expense, contractor shall keep, or cause to be kept, in full force and effect, for the mutual benefit of the CITY and the Contractor the following liability insurance coverage:

- (1) Public Liability and Property Damage Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence;
- (2) Products/Completed Operations Hazard Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence;
- (3) Comprehensive Automobile Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per accident;
- (4) Contractual General Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence;
- (5) or GENERAL AGGREGATE LIABILITY in an amount of not less than TWO MILLION DOLLARS (\$2,000,000).

Automobile and lease vehicle insurance; owned, not owned and hired. Insurance to include bodily injury, sickness and death of any person and property damage owned and un-owned, per occurrence.

Workers' Compensation Insurance

Before beginning work, the Contractor shall furnish to the CITY a certificate of insurance as proof that full workers' compensation insurance has been obtained for all persons whom are employed directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. In accordance with the provisions of California Labor Code Section 3700, every employer shall secure the payment of compensation to its employees. Contractor shall, prior to commencing work, sign and file with the CITY the certification included in the Bid Documents.

General Insurance Requirements

All insurance required by express provisions of the Contract Documents shall be carried only in responsible insurance companies licensed to do business in the State of California and policies required by the Contract Documents shall name as additional insured, the CITY, its elected officials, officers, employees, and designated agents. All policies shall contain language, to the extent obtainable, to the effect that: (1) the insurer waives the right of subrogation against the CITY and the CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by the CITY; and (3) they may not be canceled except after thirty (30) day notice by insurer to CITY by first class mail. Contractor shall furnish CITY with copies of all such policies promptly upon receipt of them, or certificates evidencing insurance. Contractor may effect for its own account insurance beyond the requirements of this Bid.

SOCIAL SECURITY ACT

The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of the Act of Congress approved August 14, 1935, known and cited as the "Social Security Act" and also the provisions of the act of the State Legislature approved, and known as the State Unemployment Compensation Law and all other laws and regulations pertaining to labor and workmen and all amendments to such data, and the contractor further agrees to indemnify and hold harmless the City of San Bernardino of and from any and all claims and demands made against it by virtue of the failure of the contractor or any subcontractors to comply with the provisions of any or all of said acts and amendments.

SALES AND USE TAX

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

The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The successful Bidder further agrees to indemnify and hold harmless the CITY of and from any and all claims and demands made for the failure of the Contractor or any Subcontractors to comply with the provisions of any or all said laws and amendments.

WAIVER OF LIENS

The successful Bidder is responsible for the payment of all bills for labor and materials furnished by the subcontractors, the suppliers, and the General Contractor on this project. The General Contractor shall deliver to the CITY unconditional Lien Waivers and/or Releases from himself and from each of his subcontractors and suppliers, and at such time he shall certify that he is submitting such lien waivers for all subcontractors and suppliers involved.

If any liens are filed against the CITY property, the CITY may, at its option, demand the Contractor immediately provide a bond in accordance with state statutes.

LEGAL RESPONSIBILITIES

All bids must be submitted, filed and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a bid shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Bid and Contract Documents, and to full compliance therewith.

The Contractor shall hold the CITY, its officers, agents, servants, and employees harmless from liability of any nature or kind on account of use of any copyright, or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this agreement.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible, responsive bidder as determined solely by the CITY. The CITY reserves the right to reject any or all bids, to waive any irregularity, and to take the bids under advisement for a period of ninety (90) days, as may be required to provide for the best interests of the CITY. 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.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractors, offers and agrees to assign to the awarding body 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. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work's contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

The Contractor shall not assign transfer, convey, or otherwise dispose of the contract or right, title or interest in or to the same, or any part thereof, without previous written consent of the CITY and any sureties.

A written Purchase Order mailed, or otherwise furnished to the successful bidder within the time for acceptance specified, shall result in a binding contract without further action on the part of either party. This contract shall be interpreted, construed and given full effect in all respects according to the laws of the State of California.

EMPLOYMENT OF APPRENTICES

Attention is directed to the provisions in Section 1777.5 of the California Labor Code concerning employment of apprentices by the contractor or any subcontractor under him. The contractor and any subcontractor under him shall comply with the requirements of said section in the employment of apprentices; however, the contractor shall have full responsibility for compliance with said Labor Code section for all apprenticable occupations, regardless of any other contractual or employment relationships alleged to exist.

SUBCONTRACTS

The Contractor is required to perform, with its own organization, Contract work amounting to at least fifty percent (50%) of the Contract Price. Failure to meet these requirements will result in disqualifying of the bid or termination of the contract. This provision supersedes any other provisions which specified a different subcontract requirement.

Proposed subcontractor names, a general description of the work to be performed by each subcontractor and the dollar amount for each subcontractor shall be submitted with the bid.

DBE PARTICIPATION

There is no mandatory DBE (Disadvantaged Business Enterprise) participation requirement on this annual maintenance project.

CONSTRUCTION WATER

The Contractor shall not draw water from any fire hydrant (except to extinguish a fire) without obtaining permission from the water agency concerned. Full compensation for water used by the Contractor for the construction of this project shall be considered as included in the prices bid for the various items of construction and no additional compensation will be made therefore.

PREVAILING WAGE RATE

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the current prevailing rates of wages and apprenticeships employment standards established by the State Director of Industrial Relations will be required.

BID DOCUMENTS

BID FORM

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

The undersigned declares that he or she has carefully examined the scope of the proposed work including the specifications and special provisions and read the accompanying instructions to bidders and hereby proposes to furnish any and all required labor, materials, transportation and services for:

**ANNUAL CITYWIDE
MAINTENANCE SERVICES CONTRACT
FOR
TRAFFIC STRIPING & PAVEMENT MARKING
(SS - 0)**

in strict conformity with Special Provisions No. 13064 of the Public Works Department for the City of San Bernardino and also in accordance with the Standard Specifications for Public Works Construction, 2015 Edition and also in conformance with the Instructions to Bidders. The undersigned proposes and agrees that if his or her bid is accepted, he or she will contract with the City of San Bernardino, in the form of the copy of the contract attached 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 a manner and time therein prescribed, and he or she will take in full payment therefor the following unit prices, to wit:

BID SCHEDULE
SPECIAL PROVISIONS No. 13064
ANNUAL CITYWIDE
MAINTENANCE SERVICES CONTRACT
FOR TRAFFIC STRIPING & PAVEMENT MARKING
(SS-O)

SCHEDULE OF UNIT COSTS

The undersigned bidder hereby proposes and agrees, if this bid is accepted, to furnish all material and do all the work required to complete the said work in accordance with the specifications and instructions, in the time and manner therein prescribed for the unit cost amounts set forth in the schedule on the following bid.

The bidder also understands there is no warranty or guarantee given or implied as to the total amount to be ordered as a result of this contract. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. Specific street striping and pavement marking will be ordered as needed.

Pre-lining (Cat-track):

Estimated Amount	Description	Cost per linear foot	Total
80,000	Pre-lining		

Removals (includes legal disposal of debris):

Estimated Amount	Description	Cost per Square Ft	Total
20,000	Wet Sandblasting		
5,000	Grinding		

Raised Pavement Markers:

Estimated Amount	Description	Cost for ea. marker	Total
15,000	Retro Reflective Raised Pavement Markers (1-Way/2-Way) all colors		
15,000	Ceramic Pavement Markers		

BID SCHEDULE

**ANNUAL CITYWIDE MAINTENANCE SERVICES CONTRACT
FOR TRAFFIC STRIPPING & PAVEMENT MARKING (SS-O)
SPECIAL PROVISIONS NO. 13064**

Thermoplastic Long Lines, Pavement Markings Including Stencils, Crosswalks, Limit Lines etc. :

Four Inch Lines (primarily for parking stalls):

Estimated Amount	Description	Cost per linear foot	Total
15,000 LF	4" lines (Thermoplastic)		

Small Stencils (Thermoplastic):

Estimated Amount	Description	Cost per Letter	Total
250	3" – 12" non-reflective letters		

Estimated Amount	Description	Cost per square Ft	Total
200,000	Pavement Markings		

Thermoplastic Long Lines:

Estimated Amount	Description	Cost per linear Ft	Total
500 LF	Detail 1 Thermoplastic		
5,000 LF	Detail 2 Thermoplastic		
1,000 LF	Detail 5 Thermoplastic		
1,000 LF	Detail 6 Thermoplastic		
5,000 LF	Detail 8 Thermoplastic		
10,000 LF	Detail 9 Thermoplastic		
5,000 LF	Detail 11 Thermoplastic		
10,000 LF	Detail 12 Thermoplastic		
500 LF	Detail 15 Thermoplastic		
5,000 LF	Detail 16 Thermoplastic		
500 LF	Detail 18 Thermoplastic		
500 LF	Detail 19 Thermoplastic		

BID SCHEDULE

**ANNUAL CITYWIDE MAINTENANCE SERVICES CONTRACT
FOR TRAFFIC STRIPPING & PAVEMENT MARKING (SS-O)
SPECIAL PROVISIONS NO. 13064**

Estimated Amount	Description	Cost per linear Ft	Total
500 LF	Detail 21 Thermoplastic		
20,000 LF	Detail 22 Thermoplastic		
5,000 LF	Detail 24 Thermoplastic		
25,000 LF	Detail 27B Thermoplastic		
500 LF	Detail 27C Thermoplastic		
500 LF	Detail 28 Thermoplastic		
10,000 LF	Detail 29 Thermoplastic		
25,000 LF	Detail 31 Thermoplastic		
20,000 LF	Detail 32 Thermoplastic		
5,000 LF	Detail 37B Thermoplastic		
5,000 LF	Detail 38 Thermoplastic		
10,000 LF	Detail 38A Thermoplastic		
20,000 LF	Detail 39 Thermoplastic		
5,000 LF	Detail 39A Thermoplastic		
5,000 LF	Detail 40 Thermoplastic		
1,000 LF	Detail 40		
1,000 LF	Detail 41 Thermoplastic		
500 LF	Detail 41 A		

BID SCHEDULE

**ANNUAL CITYWIDE MAINTENANCE SERVICES CONTRACT
FOR TRAFFIC STRIPPING & PAVEMENT MARKING (SS-O)
SPECIAL PROVISIONS NO. 13064**

Curb Painting (All colors):

Estimated Amount	Description	Cost per linear foot	Total
1,500 LF	Curb Painting		

Four Inch Lines (primarily for parking stalls):

Estimated Amount	Description	Cost per linear foot	Total
15,000 LF	4" lines (Paint)		

Small Stencils (Paint):

Estimated Amount	Description	Cost per Letter	Total
250	3" – 12" non-reflective letters		

Painted Long Lines, Pavement Markings Including Stencils, Crosswalks, Limit Lines etc. :

Estimated Amount	Description	Cost per Square Ft	Total
100,000 SF	Pavement Markings		

BID SCHEDULE

**ANNUAL CITYWIDE MAINTENANCE SERVICES CONTRACT
FOR TRAFFIC STRIPPING & PAVEMENT MARKING (SS-O)
SPECIAL PROVISIONS NO. 13064**

Painted Long Lines:

Estimated Amount	Description	Cost per linear Ft	Total
500 LF	Detail 1 Paint		
2,000 LF	Detail 2 Paint		
1,500 LF	Detail 5 Paint		
1,500 LF	Detail 6 Paint		
2,000 LF	Detail 8 Paint		
500 LF	Detail 9 Paint		
2,000 LF	Detail 11 Paint		
2,000 LF	Detail 12 Paint		
500 LF	Detail 15 Paint		
500 LF	Detail 16 Paint		
500 LF	Detail 18 Paint		
500 LF	Detail 19 Paint		
5,000 LF	Detail 21 Paint		
5,000 LF	Detail 22 Paint		
1,000 LF	Detail 24 Paint		
1,500 LF	Detail 27B Paint		
500 LF	Detail 27C Paint		
1,000 LF	Detail 28 Paint		
300 LF	Detail 29 Paint		
15,000 LF	Detail 31 Paint		
1,300 LF	Detail 32 Paint		

BID SCHEDULE

**ANNUAL CITYWIDE MAINTENANCE SERVICES CONTRACT
FOR TRAFFIC STRIPPING & PAVEMENT MARKING (SS-O)
SPECIAL PROVISIONS NO. 13064**

Estimated Amount	Description	Cost per Linear Ft	Total
5,000 LF	Detail 37B Paint		
3,000 LF	Detail 38 Paint		
3,000 LF	Detail 38A Paint		
500 LF	Detail 39 Paint		
1,000 LF	Detail 39A Paint		
500 LF	Detail 40		
500 LF	Detail 41 Paint		
500 LF	Detail 41A		

TOTAL FIRM FIXED PRICE: \$ _____

BID SCHEDULE
SPECIAL PROVISIONS No. 13064
ANNUAL CITYWIDE
MAINTENANCE SERVICES CONTRACT
FOR
TRAFFIC STRIPING & PAVEMENT MARKING
(SS-O)

BID NOTES:

Time is of the essence in the completion of work encompassed by this bid. Contractor must commence work on striping within five (5) calendar days after notification by the CITY. Contractor must commence work on thermoplastic striping within ten (10) calendar days after notification by the CITY. Contractor must pursue the work continuously after commencement of job to complete the entire work order. The CITY seeks a source of supply that will provide accurate and timely delivery/completion.

Can your company meet these time frames? _____ Yes _____ No

BIDDER understands that a bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount for comparison only, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. The BIDDER agrees that the CITY reserves the right to increase or decrease the amount of any quantity shown in the Bid Schedule and to delete any item from the contract and pay the contractor at the bid unit prices.

It is agreed that the unit bid prices include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amount bid, unit prices shall govern over extended amounts.

The CITY will issue to the selected contractor Work Orders that indicate locations, extents, and details for all work to be performed.

The contractor shall notify the CITY Inspection Division and provide a schedule for completion of the work at least 48 hours prior to commencing work.

If alternative colors-white or yellow or other are ordered in the work order, it is assumed that the same unit bid price will apply no matter which color is used. Unit prices for striping and pavement marking details shall not include raised markers. Raised markers will be paid separately per unit prices indicated. The Lineal Feet length for striping is for the total length of the complete striping detail specified, including skip portions if the specified striping detail includes skip stripes (lane lines).

BID SCHEDULE
SPECIAL PROVISIONS No. 13064
ANNUAL CITYWIDE
MAINTENANCE SERVICES CONTRACT
FOR TRAFFIC STRIPING & PAVEMENT MARKING
(SS-O)

BID NOTES (Continued):

Traffic Control: Cost of traffic control is assumed to be included in various bid prices, and no additional payment shall be made. The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to all work being done. 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 and the day preceding designated legal holidays, and when construction operations are not actively in progress on working days. If the Contractor is allowed to temporarily close a portion of the roadway, a minimum 1 lane for each direction of travel must be maintained at all times unless otherwise approved by the Engineer. All lanes must be opened up to traffic between 4:00 PM and 8:30 a.m., daily. The Contractor shall comply with the Manual on Uniform Traffic Control Devices (MUTCD) and the California Supplement, Latest Editions, and all other applicable requirements and standards for traffic control.

All other work items not specifically listed above, but necessary to complete the work per applicable standards, including traffic control are assumed to be included in the above various unit bid prices.

The CITY reserves the right to extend the contract up to four (4) years with annual 1-year renewals.

Signed: _____

Date: _____

Print Name: _____

Title: _____

Company Name: _____

Phone Number: _____

BIDDER'S INFORMATION:

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Form of Legal Entity (i.e., individual, partnership, corporation, etc.)

If a Corporation, State of Incorporation (i.e., Calif.) _____

Business Address _____

Telephone: _____, FAX No.: _____

Emergency Contact Person: _____, Phone No. _____, Mobile No. _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

BIDDER'S INITIALED ACKNOWLEDGEMENT OF ADDENDUMS::

Addendum No. 1 _____ Dated _____

Addendum No. 2 _____ Dated _____

Addendum No. 3 _____ Dated _____

Previous contract performance history:

Was any contract terminated previously: _____

If the answer to the above is "yes", provide the following information:

Contract/project name and number : _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this bid with the names, titles, hands, and seals of all
aforementioned principals this ____ day of _____, 20____.

BIDDER _____

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

SPECIAL NOTICE

The bidder's attention is directed to the section entitled, "Required Listing of Proposed Subcontractors", in Section 2 of the 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 the actual 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.

DESIGNATION OF SUB CONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Name, Address, and Phone Number of Subcontractors, Suppliers, and Vendors	Work, Materials, and/or Equipment to be provided	Dollar Value Of Subcontract	% Of Total Contract Value
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
Totals		\$	%
<p><i>The prime contractor is required to perform, with its own organization, contract work amounting to at least fifty percent (50%) of the Contract Price.</i></p>			

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 proposal)

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.

Principal (SEAL)

Surety (SEAL)

By: _____
Signature

By: _____
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

WORKERS' COMPENSATION INSURANCE

CERTIFICATION

The Contractor shall execute the following form as required by the California Labor Code, Section 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require 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.

Date: _____

(Contractor)

By: _____

(Title)

Attest:

By: _____

(Title)

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112
and Public Contract Code Section 7106)

To the CITY OF SAN BERNARDINO, DEVELOPMENT SERVICES DEPARTMENT,
DIVISION OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares 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; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed 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 the contents thereof, or divulged information 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.

**Note: The above Non-Collusion Affidavit is part of the Bid.
Signing this Bid on the signature portion thereof shall also constitute signature
of this Non-Collusion Affidavit. Bidders are cautioned that making a false certification
may subject the certifier to criminal prosecution.**

REFERENCES

BIDDER'S FIRM NAME

**ANNUAL CITYWIDE
MAINTENANCE SERVICES CONTRACT
FOR TRAFFIC STRIPING & PAVEMENT MARKING
(SS - O)
SPECIAL PROVISIONS NO. 13064**

The City of SAN BERNARDINO is interested in obtaining bids from the most qualified and capable contractors with a proven track record able to perform work desired by the Public Works Department. The following are references for three public agencies for which BIDDER has performed similar work within the **past two years**.

Reference 1	
Project Name	
Brief Description	
Contract Amount	
Completion Date	
Project Owner/Client	
Address	
Contact Person	
Tel	

Reference 2	
Project Name	
Brief Description	
Contract Amount	
Completion Date	
Project Owner/Client	
Address	
Contact Person	
Tel	

Reference 3	
Project Name	
Brief Description	
Contract Amount	
Completion Date	
Project Owner/Client	
Address	
Contact Person	
Tel	

PART II

ADMINISTRATION

SPECIAL PROVISIONS
FOR
SPECIAL PROVISIONS NO. 13064
ANNUAL CITYWIDE
MAINTENANCE SERVICES CONTRACT
FOR
TRAFFIC STRIPING & PAVEMENT MARKING
(SS - 0)

SECTION 1

1-1 SPECIFICATIONS AND PLANS

1-1.01 **GENERAL** -- The work embodied herein shall be done in accordance with the latest editions of the Standard Specifications for the Public Works Construction, the City of San Bernardino Standard Drawings, and the Standard Specifications and Plans for Construction of Local Streets and Roads, issued by the State of California Department of Transportation 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.

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 - 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.

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 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 the Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

References in the Special Provisions to "CALTRANS Standard Specifications" shall mean the most current edition of the Standard Specifications for Construction of Local Streets and Roads, issued by the State of California, Department of Transportation.

References in the Special Provisions to Standard Plans shall mean the latest edition of the Standard Plans for Construction of Local Streets and Roads, issued by the State of California, Department of Transportation.

Where the Plans, Specifications and/or Work Orders 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.

1-1.04 TAXES -- No mention shall be made in the bid 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 one (1) copy of the Contract Documents 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 be 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 or her. In the event the bidder, to whom the contract is awarded, fails or refuses to execute said contract, and/or fails to file the necessary bonds and insurance certificate within ten (10) working days after the date of the CITY's Notice of Award, 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 damage. Therefore, the CITY and the Bidder agree that the above cash, check, or bond shall be paid to the CITY as liquidated damages and not as a forfeiture. Bid bonds shall be underwritten by a surety company having a rating 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 California. All bonds furnished pursuant to this notice must be in accordance with Section 2-4 of the latest edition of the Standard Specifications for Public Works Construction. The Form of Bid Bond is contained in the Bid Documents of these Special Provisions. Notarization of both 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. The bid guarantee of all bidders will be held until the successful bidder has executed and submitted all contract documents.

2-1.02 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.

2-1.03 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.

2-1.04 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, Instructions to Bidders, the Special Provisions, the Standard Specifications, 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 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 COMMENCEMENT OF WORK AND LIQUIDATED DAMAGES

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

4-1.02 LIQUIDATED DAMAGES -- The Contractor shall pay to the City of San Bernardino the sum of \$100.00 per day for each calendar day's delay in commencing the work in excess of the number of working days prescribed above.

In case the work is not commenced within the time specified, the CITY shall have the right to grant or deny an extension of time for commencement, 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.

The Contractor's proposed Construction Schedule shall be submitted to the Engineer a within 3 calendar days of issuance of a Work Order describing the work to be completed.

4-1.03 INSPECTION -- The contractor is responsible to notify the Public Works/Engineering Division 48 hours prior to start of any work. Any work performed without inspection by the CITY is subject to rejection and removal of work performed, and at contractor expense, the work will have to be reconstructed.

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

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 warrants it possesses, or shall obtain, and maintain during the term of this Agreement, a business registration certificate 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.

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

INSURED

YOUR COMPANY NAME AND ADDRESS

COMPANY B CNA - VALLEY FORGE

COMPANY C CHUBB GROUP - FEDERAL INSURANCE

COMPANY D

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
B	AUTOMOBILE LIABILITY	BAP 5197135	02/01/98	02/01/99	PRODUCTS-COMP/OP AGG \$ 2,000,000
	X AUTO				COMBINED SINGLE LIMIT \$ 1,000,000
	ALL OWNED AUTOS				BODILY INJURY (Per Person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per Accident) \$
	HIRED AUTOS				PROPERTY DAMAGE (Per Accident) \$
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EACH ACCIDENT \$
	ANY AUTO				other than auto only: EACH \$
					ACCIDENT other than auto only: \$
C	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY	102267576	02/01/98	02/01/99	AGGREGATE \$
					X WORKERS COMP STATUTORY LIMITS
					E.L. EACH ACCIDENT \$1,000,000
					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 ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMES TO THE LEFT.

AUTHORIZED REPRESENTATIVE
 JOHN E. SMITH (Signature)

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 -- The quantities stated in the Instructions To Bidders and the Bid Schedule of these Special Provisions are estimates of annual usage to be used for bid comparison purposes only. Specific traffic striping and pavement marking will be ordered as needed. The CITY reserves the right to extend this annual contract for up to four (4) years, with annual one (1) year renewals.

6-1.02 NOISE CONTROL REQUIREMENTS -- Noise 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 comply with all the NPDES requirements pursuant to the State Water Resources Board and to the Caltrans Storm Water Quality handbooks to prevent pollutant sources affecting the quality of storm discharge from the construction site, both during construction and after construction completion. This information is available for review at the City Engineer's office, 3rd Floor, San Bernardino City Hall, 300 North "D" Street, San Bernardino, CA 92418, or available for review and downloading on the California State Department of Transportation web site at <http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>. Only clean water is allowed to drain into the storm drain system.

The **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 6-1.02 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.

Full compensation for the implementation of BMPs or SWPPPs, 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 other contract bid prices paid for the various bid items of work, and no additional compensation shall be allowed therefor.

6-1.04 PERMITS AND LICENSE -- The Contractor shall pay for and obtain a City Business Registration prior to the execution of the contract.

Permits will NOT be required for work within the City owned right-of-way. When and where applicable and necessary, the Contractor shall obtain all required permits from all other agencies including, but not limited to, 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 Contract Documents. Contractor shall obtain a City of San Bernardino Business License at his/her own expense.

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 7:00 a.m. and 4:30 p.m., Monday through Thursday, 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 will 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.

6-1.07 PAYMENTS -- Attention is directed to Section 9-3, "Payments", 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.

CONTRACTOR shall receive and accept the prices as set forth in the Bid Schedule as full compensation for furnishing all materials, performing all work contemplated, and fulfilling all obligations embraced in this agreement. Said compensation shall be based on actual bid quantities completed pursuant to request of, and issuance of a Work Order by the CITY. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Contract Documents and the requirements of the CITY, and also including those arising from actions of the elements, unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, and for all other unknowns or risks of every description connected with the work; also for all expenses incurred by or in consequence of suspension or discontinuance of work. The CITY shall herein retain ten percent (10%) of the amount pertaining to compensation for actual bid quantities, completed pursuant to request and

issuance of a Work Order by the CITY, until 35 days after completion of work described in said Work Order issued by the CITY.

The Contractor also agrees that there is no warranty or guarantee given or implied as to the total amount of work to be ordered as a result of this contract. The quantities stated in the bid are estimates of annual usage, to be used for bid comparison purposes only. Specific quantities of work will be ordered as needed in the minimum amounts described in the Contract Documents. Contractor hereby agrees that the CITY reserves the right to increase or decrease the amount of any quantity shown in the bid schedule and to delete any item from the contract and pay the Contractor at the bid unit prices.

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

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.

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.

6-1.10 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.

6-1.11 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 of San Bernardino.

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.

6-1.12 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.

6-1.13 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. Contractor is responsible for replacing any damaged improvement or facility to original condition or better.

6-1.14 CONTRACTOR'S SAFETY RESPONSIBILITY -- The Contractor shall be solely and completely responsible for conditions of the job site, 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.

6-1.15 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.

6-1.16 PAYMENT -- Full compensation for conforming to the requirements of Section 6 shall be considered as included in the unit prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

SECTION 7

7-1 UTILITIES

7-1.01 GENERAL -- The location of all utility substructures that may affect the work shall comply with Section 5, "Utilities", of the Standard Specifications and these Special Provisions. Notify the Engineer immediately of any conflict. The Contractor is responsible for coordinating work with the utility owners.

Certain companies, governmental agencies, or their contractors may be working within the construction area. Certain utility facilities at various locations within the project limits may be removed, relocated, abandoned, or installed by companies' agencies' contractors. The Contractor shall coordinate his work with utility owners and their contractors.

The Contractor shall exercise due caution to prevent any damage to/or movement of these utility facilities. Listed below are the utilities that may be affected, with the designated contact person. These names and phone numbers are listed for information purposes only. The Contractor is responsible for verifying phone numbers and contact persons.

SOUTHERN CALIFORNIA EDISON COMPANY
287 Tennessee Street
Redlands, CA 92373
Phone: (909) 307-6788 Attn: Ben Murguia

SOUTHERN CALIFORNIA GAS COMPANY
1981 West Lugonia Avenue
Redlands, CA 92373
Phone: (909) 335-7772 Attn: Devry Jennings

SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
300 North "D" Street
San Bernardino, CA 92418
Phone: (909) 384-5092 Attn: Mike Nevarez

VERIZON COMMUNICATIONS
1960 Orange Tree Lane, Suite #100
Redlands, CA 92374-2803
Phone: (909) 748-6655 Attn: Control Desk

TIME WARNER TELCOM OF CALIFORNIA (*ADELPHIA; COMCAST*)
1500 Auto Center Drive
Ontario, CA 91761-1561
Phone: (909) 795-3349 Attn: Stewart King

TIME WARNER TELCOM OF CALIFORNIA (*ADELPHIA; TC I*)
1500 Auto Center Drive
Ontario, CA 91761-1561
Phone: (909) 798-8588 Attn: Mark Davenhauer

TIME WARNER TELECOM OF CALIFORNIA
3281 Guasti Road, Suite #350
Ontario, CA 91761
Phone: (909) 456-3697 Attn: Richard Wilkerson Cell: (714) 801-6141

A.T. & T. - OSP Engineering
Cable Maintenance & Right of Way
2741 N. Main Street
Walnut, CA 94596-2714
Phone: (916) 799-4642 Attn: Rosemary Hamill, Cell Phone

A.T. & T. - Cable Hazards Center
Phone: (800) 252-1133

or

A.T. & T. - Plant Protection Services
Phone: (909) 381-7385 Attn: John Bradley

A.T. & T. (*SBC - PACIFIC BELL TELEPHONE*)
ATTN: Right-of-Way Liaison
1265 N. Van Buren Street, Room #180
Anaheim, CA 92807
Phone: (714) 666-5401 Attn: Susan Morgan

SPRINT COMMUNICATIONS
Attn: Outside Plant Engineering
282 South Sycamore Street
Rialto, CA 92376
Phone: (909) 874-7450 Attn: Lynn Durrett

MCI – Western Region OSP
Outside Plant Construction
157 S. Lilac Street
Rialto, CA 92376
Phone: (909) 421-5309 Attn: Chuck Trimble

CHARTER COMMUNICATIONS
7337 Central Avenue
Riverside, CA 92504-1440
Phone: (951) 343-5139 Attn: Dean Vandever

EAST VALLEY WATER DISTRICT
3654 Highland Avenue, Suite #18
Highland, CA 92346-2607
Phone: (909) 888-8986 Attn: Justin Parker

SAN BERNARDINO COUNTY INFORMATION SERVICES
NETWORK SERVICES
Attn: Randy Miller, Division Chief
670 E. Gilbert Street
San Bernardino, CA 92415
Phone: (909) 388-5910 Attn: Michele Watson

OMNITRANS
1700 W. 5th Street
San Bernardino, CA 92411
Phone: (909) 379-7153 Attn: Allen Wild – Stops & Station Changes

CITY OF SAN BERNARDINO
INFORMATION TECHNOLOGY
NETWORK GROUP
300 North “D” Street, 4th Floor
San Bernardino, CA 92418
Phone: (909) 384-5947 Attn: Larry Martin

CITY OF SAN BERNARDINO
PUBLIC WORKS DEPARTMENT
STREET DIVISION
234 S, Mt. View Avenue
San Bernardino, CA 92408
Phone: (909) 384-5143 Attn: John Van Havermaat

CITY OF SAN BERNARDINO
PUBLIC WORKS DEPARTMENT
TRAFFIC SIGNALS & STREET LIGHTING
300 N. "D" Street, 3rd Floor
San Bernardino, CA 92418-0001
Phone: (909) 384-5084 Attn: Antonio "Tony" Lugo

7-1.03 COOPERATION AND COLLATERAL WORK -- The Contractor shall conform to the requirements of Section 7-7, "Cooperation and Collateral Work", of the Standard Specifications.

7-1.04 PAYMENT -- Full compensation for conforming to the requirements of Section 7 shall be considered as included in the unit prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

SECTION 8

8-1 DESCRIPTION OF WORK

8-1.01 DESCRIPTION -- The work to be done consists, in general, of applying traffic striping and pavement markings, at various locations throughout the City of San Bernardino as requested by the CITY through the issuance of Work Orders, specifying the location, limits, and detail of the desired work, including applicable items or details that are required by the Standard Plans, Standard Specifications, or these Special Provisions.

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 work of the project.

8-1.02 CLEAN UP AND DUST CONTROL -- Clean up and dust control shall conform to provisions in Section 7-8.1, "Clean Up and Dust Control", of the Standard Specifications.

The Contractor shall water down the site during periods of high winds as directed by the Engineer, including periods when the work is not actually in progress. Failure to respond to a directive to water the site in a prompt manner will result in the CITY making other arrangements to have this item of work done and the costs billed to the Contractor, or it shall be paid for by the Contractor as a deduction from his contract.

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

8-1.04 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 Specifications. 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.

8-1.05 PRE-BID INQUIRIES -- **NO ORAL** representations or interpretations will be made to any Bidder as to the meaning of the Specifications, 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.

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 the 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.

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

**Subject: ANNUAL CITYWIDE MAINTENANCE SERVICES CONTRACT
FOR TRAFFIC STRIPING & PAVEMENT MARKING (SS - O)
SPECIAL PROVISIONS NO. 13064**

Attention: Antonio "Tony" Lugo, Traffic Engineering Associate
Phone: (909) 384-5084 Fax: (909) 384-5190
E-mail: lugo_an@sbcity.org

SECTION 9

9-1 TRAFFIC CONTROL

9-1.01 GENERAL -- Attention is directed to Section 7-10, "Public Convenience and Safety", of the latest edition of the Standard Specifications for Public Works Construction and these Special Provisions.

Warning signs, lights, cones, barricades and devices for use in performance of work upon highways shall conform to the latest editions of the "Manual on Uniform Traffic Control Devices" and "California Supplement", published by the Federal Highway Administration and the State of California, respectively.

The Contractor shall be responsible for all temporary traffic control, including placement of temporary devices, subject to review and approval by the City Engineer. Upon completion or suspension of the work, the Contractor shall restore all existing signing and striping to original their condition as directed by the City 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 for the night must be properly lighted to the satisfaction of the City 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 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 undertake immediately to implement any measures requested by the City Engineer, as defined necessary to ensure the proper flow of traffic and the protection of the public and the safety of the workers. The Contractor shall maintain at all times when temporary traffic control is in place, 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. Verbal notification shall be given to all places of business and residences at least 18 hours in advance of commencing work that will affect access to and from their properties.

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 City Engineer.

If such approval is granted, 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 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 ACCESS TO ABUTTING PROPERTY AND ROAD AND TRAVEL LANE CLOSURE -- The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public. Convenient access to abutting properties shall be maintained and remain open, unless approved by the Engineer.

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 and the day preceding designated legal holidays, and when construction operations are not actively in progress on working days. 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 lane or road closures. No traveled lane will be closed without authorized approval given by the Engineer.

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

9-1.06 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.

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

9-1.07 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.

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

The provisions in this Section may be modified or altered if, in the opinion of the City Engineer, public traffic will be better served and work expedited. Said modifications or alterations shall be adopted immediately and shall be considered paid in full as included in the unit prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

SECTION 10 THROUGH SECTION 19

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SECTION 20

20-1 TRAFFIC STRIPES, PAVEMENT MARKINGS AND RAISED PAVEMENT MARKERS

20-1.01 GENERAL - Applying traffic striping and pavement markings shall conform to the requirements of Section 310, "Painting" and Section 310-5.6, "Painting Traffic Striping, Pavement Markings, and Curb Markings", of the Standard Specifications, and Section 84, "Traffic Stripes and Pavement Markings" of the CALTRANS Standard Specifications, the CALTRANS Standard Plans, and these Special Provisions.

20-1.02 TRAFFIC PAINT - Paint shall conform to the requirements of Section 210-1, "Paint", of the Standard Specifications. The paint shall contain pre-mixed glass beads with additional glass beads to be mechanically applied when the paint is applied, in accordance with Section 210-1.6.5, "Reflective Material", of the Standard Specifications.

For the maintenance of traffic striping and pavement markings on **existing asphalt pavement** within the CITY, the following APPLICATION PROCEDURE WILL BE FOLLOWED:

1. Traffic striping, curb markings and pavement markings shall be applied in accordance with Section 84-3.03, "CONSTRUCTION" of the CALTRANS Standard Specifications. The Contractor shall apply one (1) coat of reflective paint at an approximate rate of 1 gallon per 107 square feet on existing traffic striping and pavement markings for maintenance purposes.
2. The paint shall be applied only when the pavement is dry, the atmosphere temperature is above 50 degrees F, and relative humidity is below 85%.
3. Painting shall not be attempted when there is a forecast of rain, dust that might settle onto the paint, wind of sufficient strength to blow paint spray onto adjacent areas, or while heavy traffic is present.

20-1.03 RE-STRIPING - All re-striping and re-painting of existing traffic stripes and pavement markings shall coincide with the original paintings, regardless of other more restrictive requirements of these Special Provisions unless directed by the Engineer.

20-1.04 REMOVAL OF MARKINGS - Removal of markings shall be accomplished by wet sandblasting. Errors made by the Contractor shall be removed at no additional cost to the CITY. Existing pavement markings that conflict with new applications shall be removed by wet sand blasting or grinding. Upon written direction of the Engineer, or representative, pavement markings may be removed by blacking out with black paint.

20-1.05 PREPARATION - It shall be the responsibility of the Contractor to insure that, prior to any pavement marking, the surface is clear of all debris.

20-1.06 TRAFFIC CONTROL - The Contractor shall make every effort to assure the safety of vehicular and pedestrian traffic during his operations. The current edition of the "Work Area Traffic Control Handbook", published by Building News, Inc., is herein adopted as the minimum safety guidelines in conjunction with the Traffic Manual issued by the State of California Department of Transportation. Contractor shall not close any street within the City of San Bernardino without first obtaining the approval of the City Engineer.

20-1.07 PAVEMENT MARKERS - Pavement markers shall conform to the provisions in Section 85, "Pavement Markers", of the Caltrans Standard Specifications (latest edition) and these Special Provisions.

Raised pavement markers (RPMs) shall be Stimsonite-Low Profile No. 953A (yellow) and No. 953B (clear white) or approved equal.

20-1.08 REMOVAL OF STRIPING - Existing traffic stripes that conflict with new applications shall be removed by wet sand blasting or grinding.

20-1.09 REJECTION OF WORK - Contractor agrees that the CITY has the right to make all final determinations as to whether the work has been satisfactorily completed.

20-1.10 UNKNOWN OBSTRUCTIONS - Should any unknown obstruction be encountered during the course of this contract, the Contractor immediately will bring it to the attention of the CITY. The Contractor shall be responsible for the protection of all existing equipment or utilities encountered within the work area.

20-1.11 THERMOPLASTIC PAINTING - All thermoplastic, lane stripes and legends shall be applied in accordance with the latest editions of the CALTRANS Standard Specifications and CALTRANS Standard Plans.

Thermoplastic paint shall be used for traffic striping and pavement marking applied over newly constructed asphalt concrete pavement, at the request of the Engineer.

20-1.12 THERMOPLASTIC REMOVALS - Existing thermoplastic applications that are in conflict with new applications shall be removed by grinding. Contractor shall be responsible for legal disposal of related debris.

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

20-1.13 CONTROL OF ALIGNMENT AND LAYOUT - Traffic stripes shall be painted to the alignment approved by the Engineer. Alignment marks may consist of cat tracking and spotting or an approved alternative. All works necessary to establish satisfactory alignment for stripes and all layout work required for pavement markings shall be performed by the Contractor at his expense.

20-1.14 PAYMENT - Full compensation for conforming to the requirements of Section 20, and as directed by the Engineer, shall be considered as included in the contract bid unit prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

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

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[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.**

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10-1. REMOVE YELLOW TRAFFIC STRIPE AND PAVEMENT MARKING (HAZARDOUS WASTE)

GENERAL

Summary

This work includes removing existing yellow thermoplastic and yellow painted traffic stripe and pavement marking at the locations shown on the plans. The residue from the removal of this material is a hazardous waste.

Residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking contains lead chromate. The average lead concentration is greater than or equal to 1000 mg/kg total lead or 5 mg/l soluble lead. When applied to the roadway, the yellow thermoplastic and yellow painted traffic stripe and pavement marking contained as much as 2.6 percent lead. Residue produced from the removal of this yellow thermoplastic and yellow painted traffic stripe and pavement marking contains heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs. For bidding purposes, assume that the residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.. Yellow thermoplastic and yellow paint may produce toxic fumes when heated.

Submittals

Lead Compliance Plan: Submit a lead compliance plan under Section 7-1.07, "Lead Compliance Plan," of the Standard Specifications.

Work Plan: Submit a work plan for the removal, containment, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking for acceptance not less than 15 days prior to the start of the removal operations. The work plan must include:

1. Objective of the operation
2. Removal equipment
3. Type of hazardous waste storage containers
4. Container storage location and how it will be secured
5. Hazardous waste sampling protocol and QA/QC requirements and procedures
6. Qualifications of sampling personnel
7. Analytical lab that will perform the analyses
8. Certification documentation of the hazardous waste hauler that will transport the hazardous waste
9. Disposal site that will accept the hazardous waste residue

The Engineer will review the work plan within 5 business days of receipt.

Do not perform work that generates hazardous waste residue until the work plan has been accepted by the Engineer. The Engineer's review and acceptance does not waive any contract requirements and does not relieve the Contractor from complying with Federal, State, and local laws, regulations, and requirements.

Correct any rejected work plan and resubmit a corrected work plan within 5 business days of notification by the Engineer; at which time a new review period of 5 business days will begin.

Analytical Test Results: Submit analytical test results of the residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking, including chain of custody documentation, for review and acceptance before:

1. Requesting the Engineer's signature on the waste profile requested by the disposal facility
2. Requesting the Engineer obtain an EPA ID no. for disposal
3. Removing the residue from the site

United States Environmental Protection Agency Identification Number Request: Submit a request for the U.S. EPA ID no. when the Engineer accepts analytical test results documenting that residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking is a hazardous waste.

Disposal Documentation: Submit receiving landfill documentation of proper disposal within 5 business days of residue transport from the project.

CONSTRUCTION

Where grinding or other approved methods are used to remove yellow thermoplastic and yellow painted traffic stripe and pavement marking that will produce a hazardous waste residue, the removed residue, including dust, must be contained and collected immediately. Use a HEPA filter-equipped vacuum attachment operated concurrently with the removal operations or other equally effective approved methods for collection of the residue.

Store hazardous waste residue in labeled and covered containers. Labels must comply with the provisions of 22 CA Code of Regs §§66262.31 and 66262.32. Mark labels with:

1. Date the hazardous waste is generated
2. The words "Hazardous Waste"
3. Composition and physical state of the hazardous waste (for example, asphalt grindings with thermoplastic or paint)
4. The word "Toxic"
5. Name, address, and telephone no. of the Engineer
6. Contract no.
7. Contractor or subcontractor name

Use metal containers approved by the U.S. Department of Transportation for the transportation and temporary storage of the removed residue. Handle the containers such that no spillage occurs. Store containers in a secured enclosure. Acceptable secure enclosures include a locked chain link fenced area or a lockable shipping container located within the project limits until disposal as approved.

Make necessary arrangements to test the yellow thermoplastic and yellow paint hazardous waste residue as required by the disposal facility and these special provisions. Testing must include, at a minimum:

1. Total lead by EPA Method 6010C
2. Total chromium by US EPA Method 7000 series
3. Soluble lead by California Waste Extraction Test
4. Soluble chromium by California Waste Extraction Test
5. Soluble lead by Toxicity Characteristic Leaching Procedure
6. Soluble chromium by Toxicity Characteristic Leaching Procedure

From the 1st 220 gallons of hazardous waste or portion thereof if less than 220 gallons of hazardous waste are produced, a minimum of 4 randomly selected samples must be taken and analyzed individually. Samples must not be composited. From each additional 880 gallons of

hazardous waste or portion thereof if less than 880 gallons are produced, a minimum of 1 additional random sample must be taken and analyzed. Use chain of custody procedures consistent with Chapter 9 of U.S. EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846) while transporting samples from the project to the laboratory. Each sample must be homogenized before analysis by the laboratory performing the analyses. A sample aliquot sufficient to cover the amount necessary for the total and the soluble analyses must then be taken. This aliquot must be homogenized a 2nd time and the total and soluble analyses run on this aliquot. The homogenization process must not include grinding of the samples. Submit the name and location of the disposal facility that will be accepting the hazardous waste and the analytical laboratory along with the testing requirements not less than 5 business days before the start of removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking. The analytical laboratory must be certified by the CA Department of Public Health Environmental Laboratory Accreditation Program for all analyses to be performed.

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in CA under the requirements of the disposal facility operator within ___ days after accumulating 220 pounds of residue and dust.

If less than 220 pounds of hazardous waste residue and dust is generated in total, it must be disposed of within ___ days after the start of accumulation of the residue and dust.

Use a hazardous waste manifest and a transporter registered with the CA Department of Toxic Substance Control. The Engineer will obtain the U.S. EPA ID no. and will sign all manifests as the generator within 2 business days of receiving and accepting the analytical test results and receiving your request for the U.S. EPA ID no.

If analytical test results demonstrate that the residue is a non-hazardous waste and the Engineer agrees, dispose of the residue at an appropriately permitted Class II or Class III facility under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

MEASUREMENT AND PAYMENT

The contract price paid per linear foot for remove yellow thermoplastic traffic stripe and remove yellow painted traffic stripe or per square foot for remove yellow thermoplastic pavement marking and remove yellow painted pavement marking includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in removal, containment, storage, and disposal, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for (1) work plan for the removal, containment, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking hazardous waste residue, (2) analytical test results, (3) US EPA ID no. request, and (4) receiving landfill documentation of proper disposal are included in the contract prices paid per linear foot for remove yellow thermoplastic traffic stripe and remove yellow painted traffic stripe or per square foot for remove yellow thermoplastic pavement marking and remove yellow painted pavement marking and no separate payment will be made therefor.

Additional disposal costs for hazardous waste residue regulated under RCRA, as determined by test results, will be paid for as extra work as specified in Section 4-1.03D, "Extra Work," of the Standard Specifications.

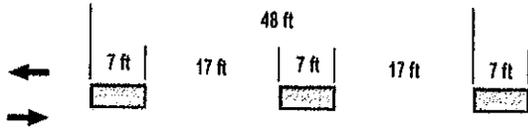
If analytical test results demonstrate that the residue is a non-hazardous waste and the Engineer agrees to disposal at a non-hazardous waste disposal facility, no cost adjustment will be made.

**CALIFORNIA MUTCD
STANDARDS**

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

FOR SPEEDS 40 mph OR LESS

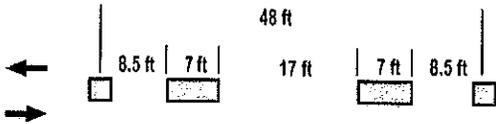
DETAIL 1



POLICY

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

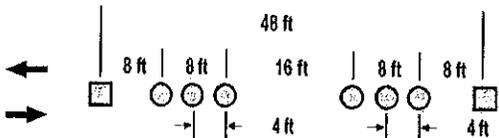
DETAIL 2



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

**DETAIL 3
(Deleted)**

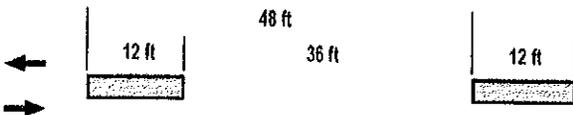
DETAIL 4



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

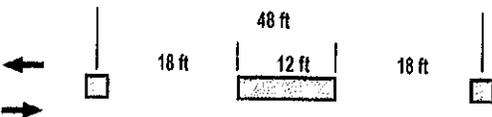
FOR SPEEDS 45 mph OR MORE

DETAIL 5



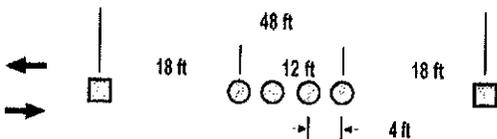
Centerline pattern for use on two-lane streets and highways (normally used on local streets and highways).

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

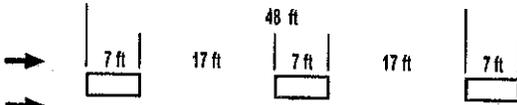
-  4 in Yellow
-  Two-Way Yellow Retroreflective Markers
-  Direction of Travel
-  Non-Retroreflective Yellow Markers

NOT TO SCALE

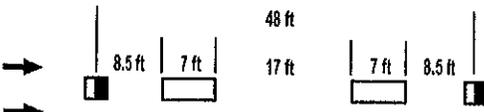
Figure 3A-102 (CA). Lane Lines - Multilane Highways

FOR SPEEDS 40 mph OR LESS

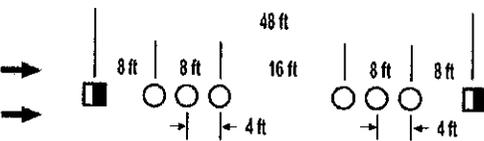
DETAIL 8



DETAIL 9

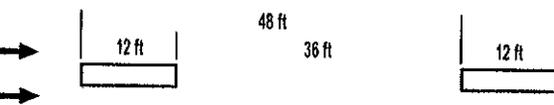


DETAIL 10

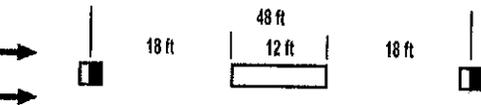


FOR SPEEDS 45 mph OR MORE

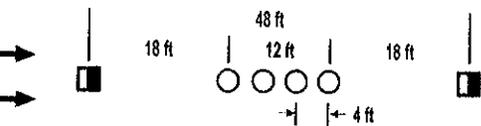
DETAIL 11



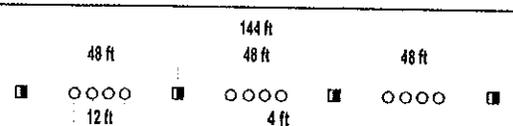
DETAIL 12



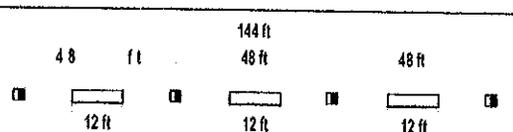
DETAIL 13



DETAIL 14



DETAIL 14A



POLICY

Lane Line pattern for use on multilane streets and highways (normally used on local streets and highways).

Lane Line pattern with pavement markers for use on multilane streets, highways and freeway ramps.

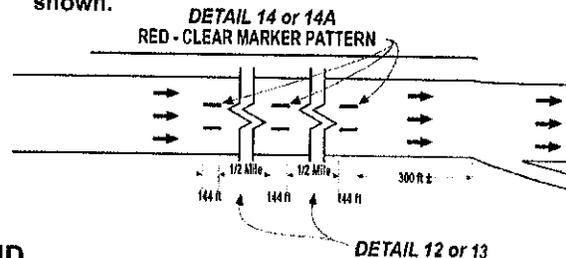
Lane Line pattern with pavement markers for use on multilane streets, highways and freeway ramps.

Lane Line pattern for use on multilane streets and highways (normally used on local streets and highways).

Lane Line pattern with pavement markers for use on multilane conventional streets and highways, State freeways, expressways, freeway ramps, freeway to freeway connectors and collector roads. See Detail 14A.

Lane Line pattern with pavement markers for use on State freeways, expressways, freeway ramps, freeway to freeway connectors and collector roads. See Detail 14.

Lane Line pattern with red-clear pavement markers shall be used on freeways approaching exit ramps. Detail 14 is used with Detail 13 and Detail 14A is used with Detail 12, in a pattern of four red-clear pavement markers, at intervals as shown.



LEGEND

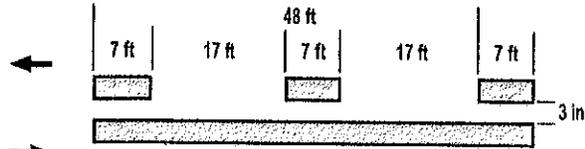
- 4 in White
- Direction of Travel
- One-Way Clear Retroreflective Markers
- Red-Clear Retroreflective Markers
- Non-Retroreflective White Markers

NOT TO SCALE

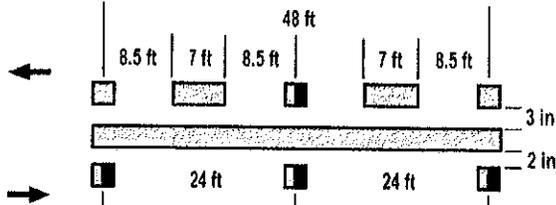
Figure 3A-103 (CA). No Passing Zones - One Direction

FOR SPEEDS 40 mph OR LESS

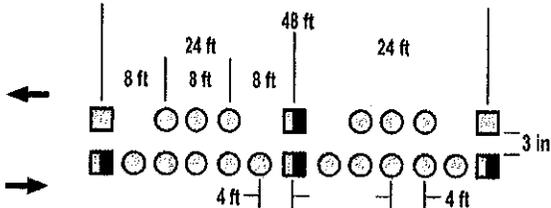
DETAIL 15



DETAIL 16

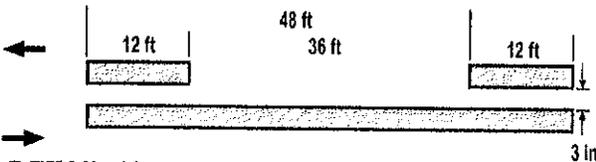


DETAIL 17

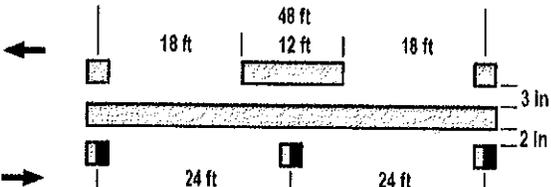


FOR SPEEDS 45 mph OR MORE

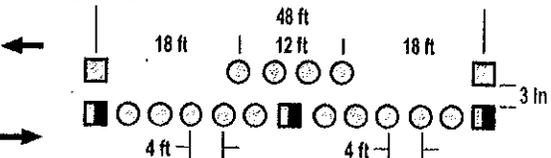
DETAIL 18



DETAIL 19



DETAIL 20



POLICY

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

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

Alternate to Detail 16. For use with Detail 4.

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

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

Alternate to Detail 19. For use with Detail 7.

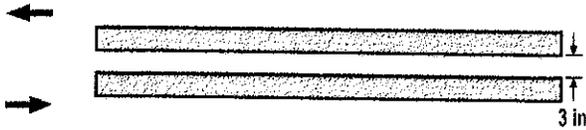
- NOTES: 1. Pavement markers shown off the solid line in Details 16 and 19 may be placed on the line.
 2. If the material used for centerline marking is paint, a 3 in black line shall be placed between the 4 in yellow lines on State highways and may be placed on streets and highways under local jurisdiction.

LEGEND

- 4 in Yellow
- Two-Way Yellow Retroreflective Markers
- Non-Retroreflective Yellow Markers
- Direction of Travel
- One-Way Yellow Retroreflective Markers
- NOT TO SCALE**

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

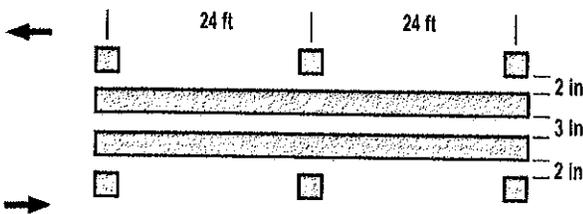
DETAIL 21



POLICY

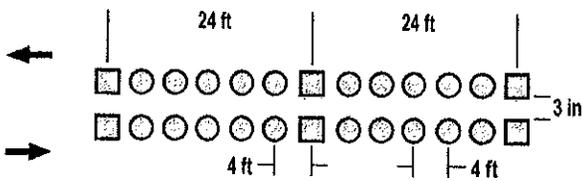
Two-direction no-passing pattern for use on two-lane streets and highways (normally used on local streets and highways). See Note 2.

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. If the material used for centerline marking is paint, a 3 in black line shall be placed between the 4 in yellow lines on State highways and may be placed on streets and highways under local jurisdiction.

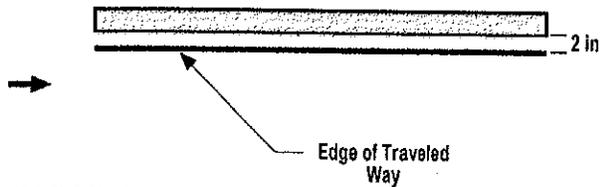
LEGEND

- 4 in Yellow
- Two-Way Yellow Retroreflective Markers
- Direction of Travel
- Non-Retroreflective Yellow Markers

NOT TO SCALE

Figure 3A-105 (CA). Left Edge Lines for Divided Highways

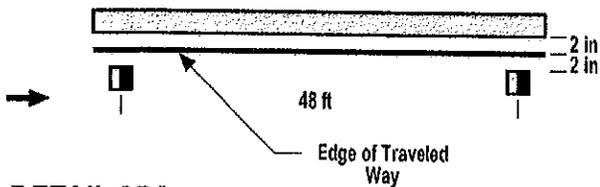
DETAIL 24



POLICY

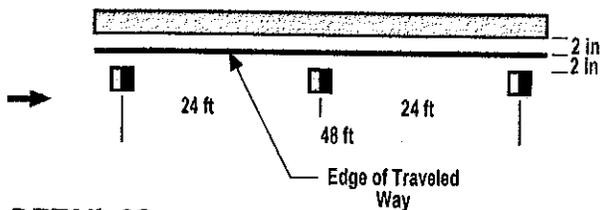
Left Edge Line pattern for use on streets and highways (normally used on local streets and highways).

DETAIL 25



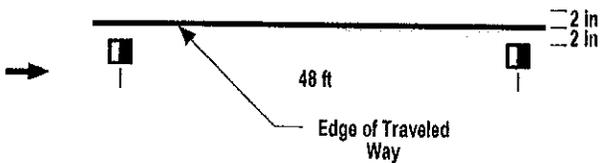
Left Edge Line for use on State highways.

DETAIL 25A



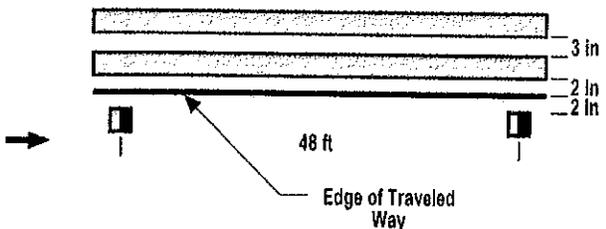
Left Edge Line for use on freeway ramps and connectors.

DETAIL 26



Alternate to Details 24 and 25 when there is adequate contrast between travelled way and shoulder.

DETAIL 27



Alternate to Detail 25. A double solid yellow line may be used for more emphasis when motorists tend to use the shoulder for a through lane, or where encroachments onto the shoulder occasionally occur. See Note 1.

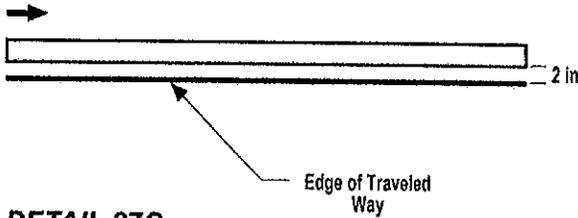
NOTE: 1. If the material used for centerline marking is paint, a 3 in black line shall be placed between the 4 in yellow lines on State highways and may be placed on streets and highways under local jurisdiction.

LEGEND



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

DETAIL 27B
Right Edge Line



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).

DETAIL 27C
Right Edge Line Extension Through Intersections



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.

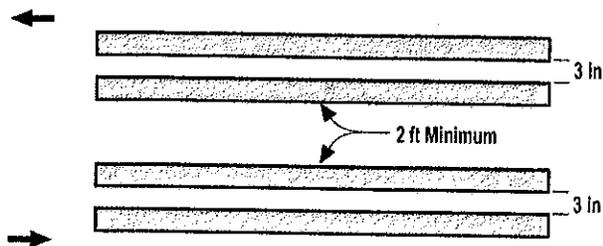
LEGEND

 4 In White  Direction of Travel

NOT TO SCALE

Figure 3A-107 (CA). Median Islands

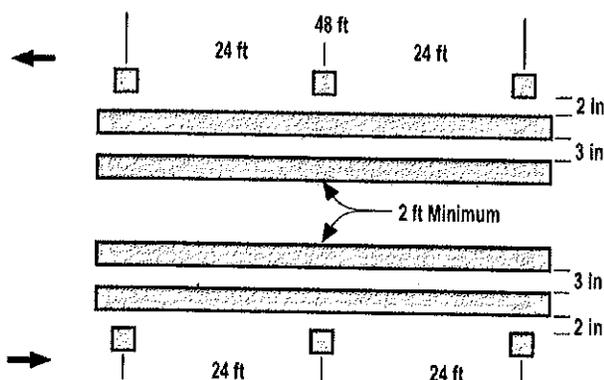
DETAIL 28



POLICY

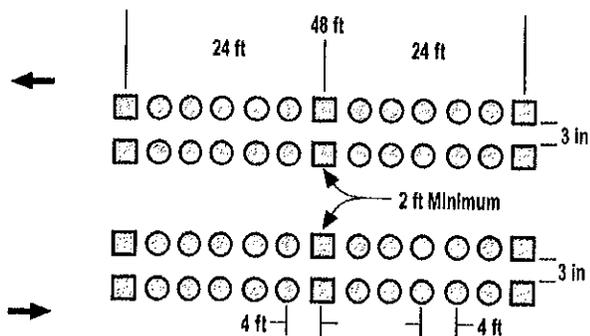
Double Left Edge Line pattern for use on all-paved sections of streets and highways (normally used on local streets and highways). See Note 2.

DETAIL 29



Double Left Edge Line pattern with pavement markers for use on all-paved sections of streets and highways. See Notes 1 and 2.

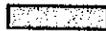
DETAIL 30



Alternate to Detail 29. For use at problem locations where it is difficult to place and maintain lines because of moisture, sand, etc.

- NOTES:**
1. Pavement markers shown off the solid line in Detail 29 may be placed on the line.
 2. If the material used for centerline marking is paint, a 3 in black line shall be placed between the 4 in yellow lines on State highways and may be placed on streets and highways under local jurisdiction.

LEGEND

-  4 in Yellow
-  Two-Way Yellow Retroreflective Markers
-  Direction of Travel
-  Non-Retroreflective Yellow Markers

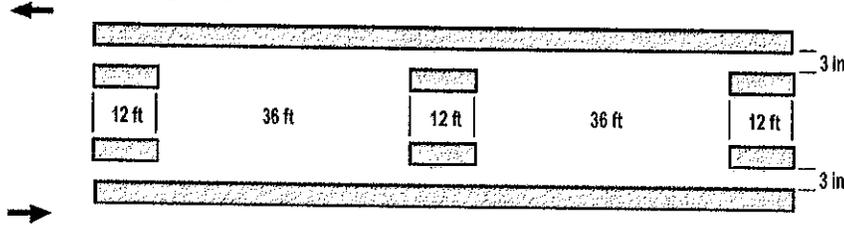
NOT TO SCALE

Figure 3A-108 (CA). Two-Way Left-Turn Lanes

DETAIL 31

POLICY

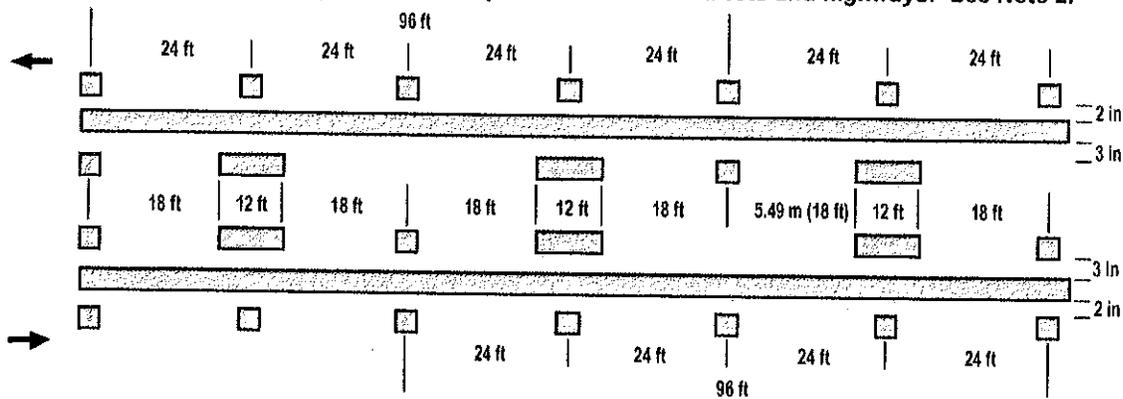
Two-way left-turn lane pattern for use on streets and highways (normally used on local streets and highways). See Note 2.



DETAIL 32

POLICY

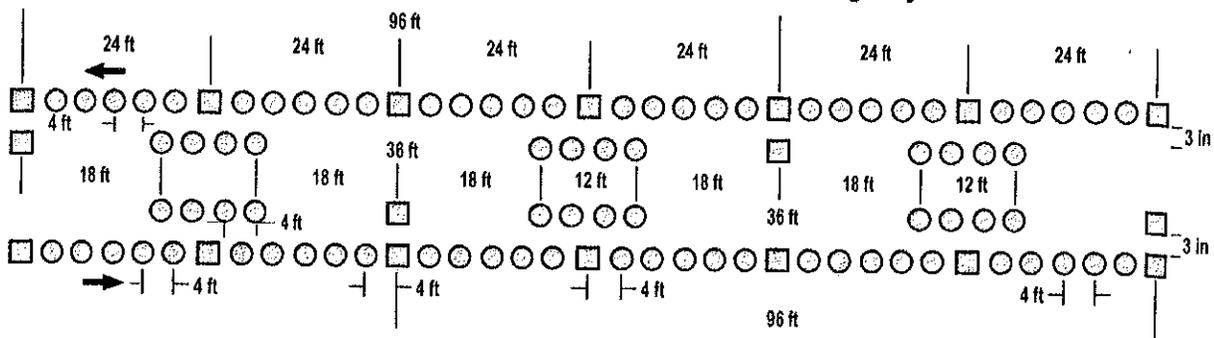
Two-way left-turn lane pattern for use on streets and highways. See Note 2.



DETAIL 33

POLICY

Two-way left-turn lane pattern for use on streets and highways.



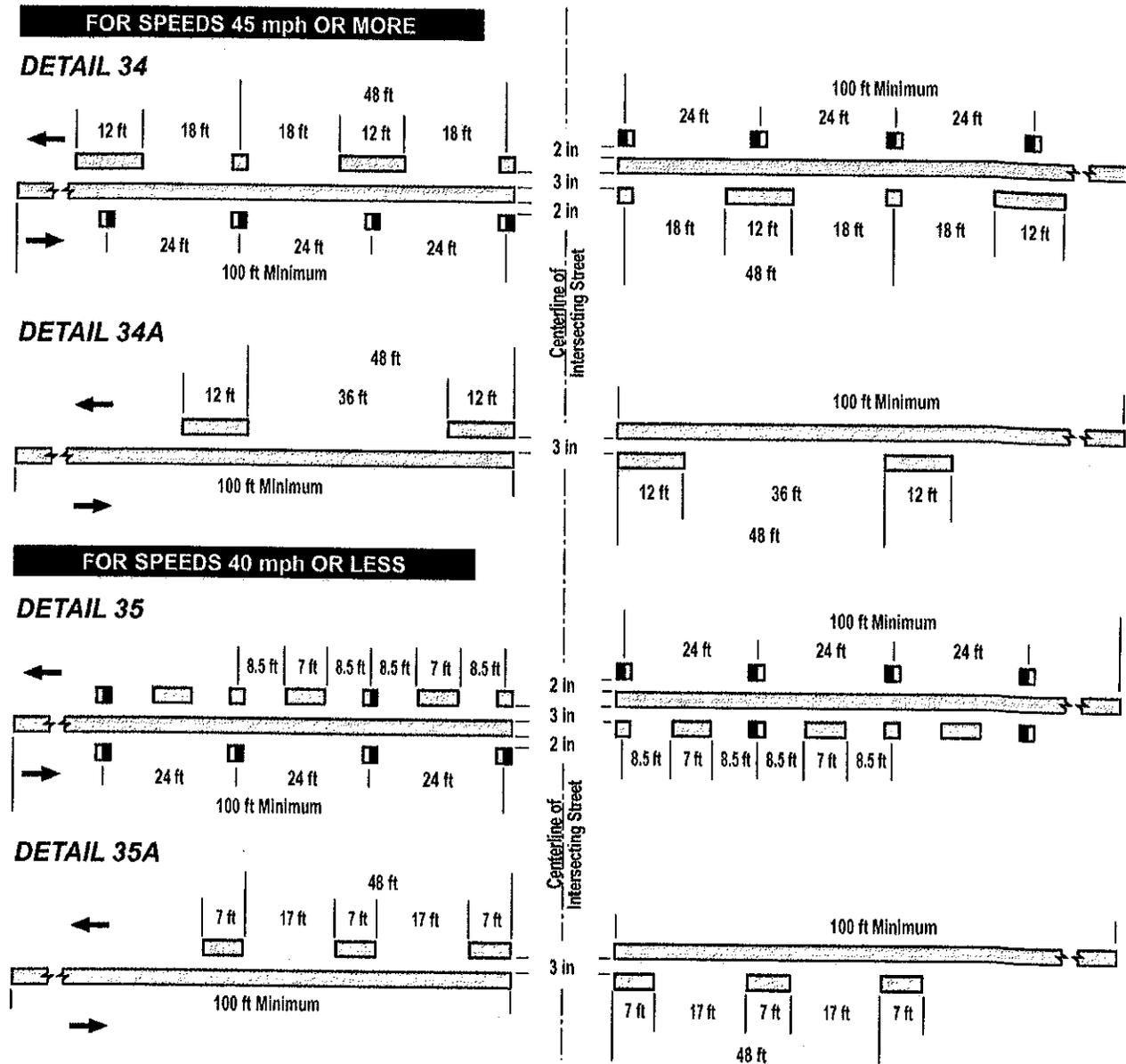
- NOTES:**
1. Pavement markers shown off the solid line in Detail 32 may be placed on the line.
 2. If the material used for centerline marking is paint, a 3 in black line shall be placed between the 4 in yellow lines on State highways and may be placed on streets and highways under local jurisdiction.

LEGEND

- 4 in Yellow
- Two-Way Yellow Retroreflective Markers
- Direction of Travel
- Non-Retroreflective Yellow Markers

NOT TO SCALE

Figure 3A-109 (CA). Intersection Markings



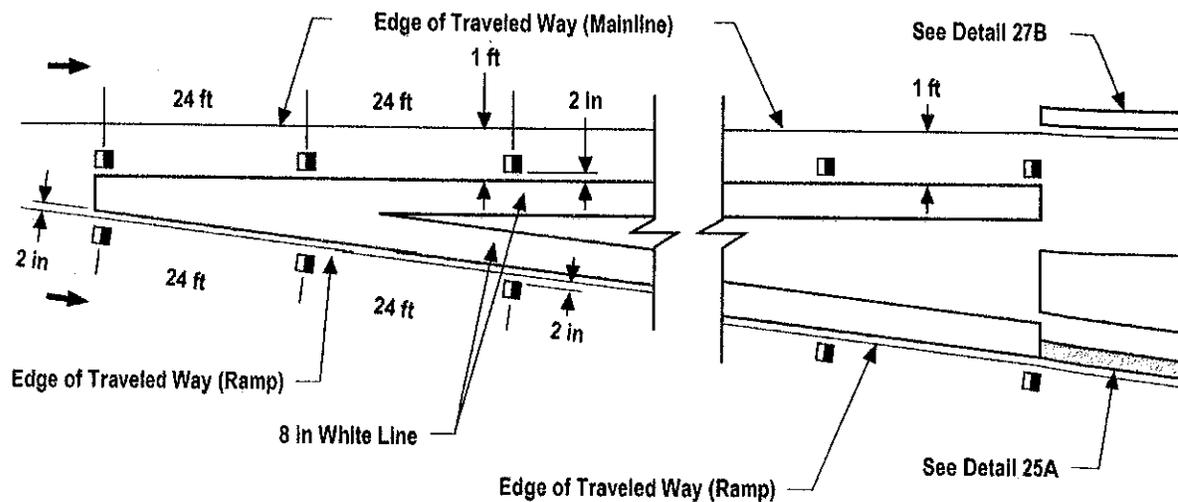
- NOTES:**
1. Raised Pavement Markers are optional on non-state highways.
 2. Raised Pavement Markers shown off the solid line may be placed on the line.
 3. If the material used for centerline marking is paint, a 3 in black line shall be placed between the 4 in yellow lines on State highways and may be placed on streets and highways under local jurisdiction.

LEGEND

- 4 in Yellow
 - Two-Way Yellow Retroreflective Markers
 - Direction of Travel
 - One-Way Yellow Retroreflective Markers
- NOT TO SCALE**

**Figure 3A-110 (CA). Freeway Exit and Entrance Ramp Channelizing Line
 (Sheet 1 of 2)**

**DETAIL 36 - Exit Ramp Neutral Area (Gore) Channelizing Lines
 (See Figure 3B-8 (CA), Sheet 2 of 2)**



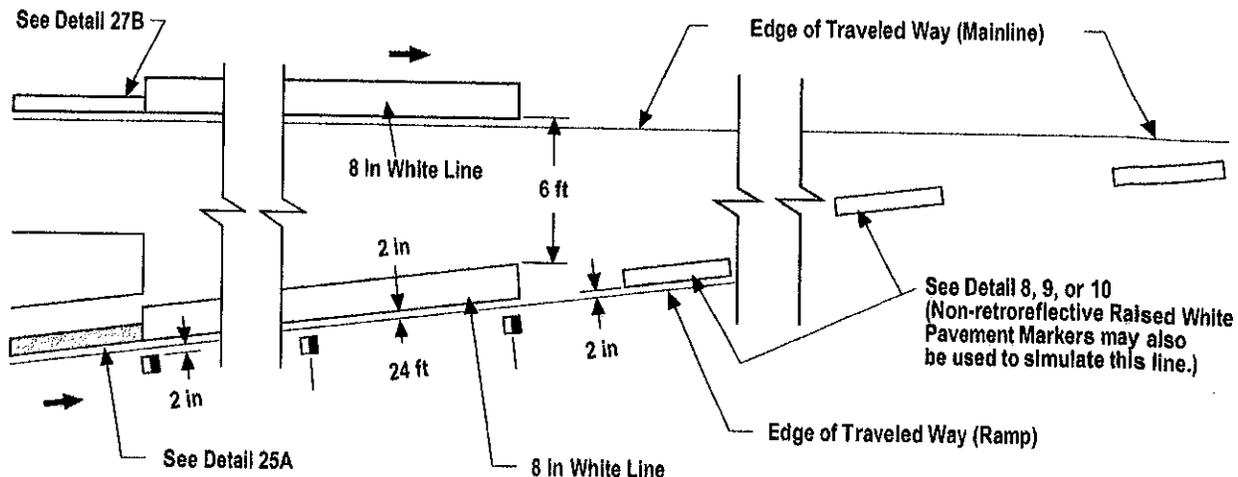
LEGEND

-  4 in White
-  4 in Yellow
-  One-Way Clear Retroreflective Markers
-  Direction of Travel

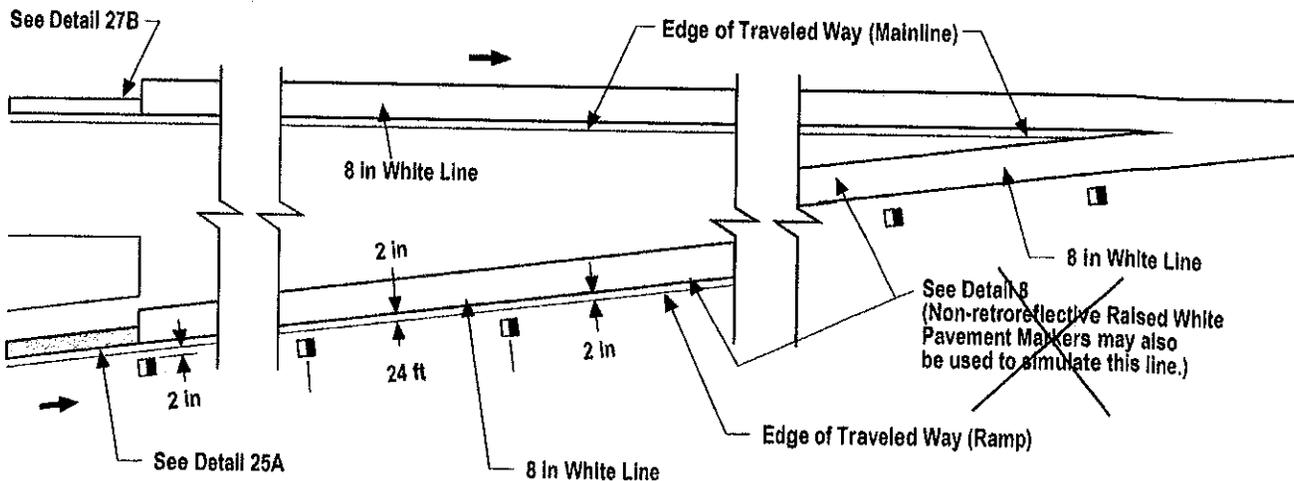
NOT TO SCALE

**Figure 3A-110 (CA). Freeway Exit and Entrance Ramp Channelizing Lines
 (Sheet 2 of 2)**

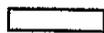
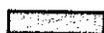
**DETAIL 36A - Entrance Ramp Neutral Area (Merge) Channelizing Lines
 (See Figure 3B-9 (CA), Sheet 1 of 2)**



**DETAIL 36B - Entrance Ramp Neutral Area (Acceleration Lane) Channelizing Lines
 (See Figure 3B-8 (CA), Sheet 3 of 3)**



LEGEND

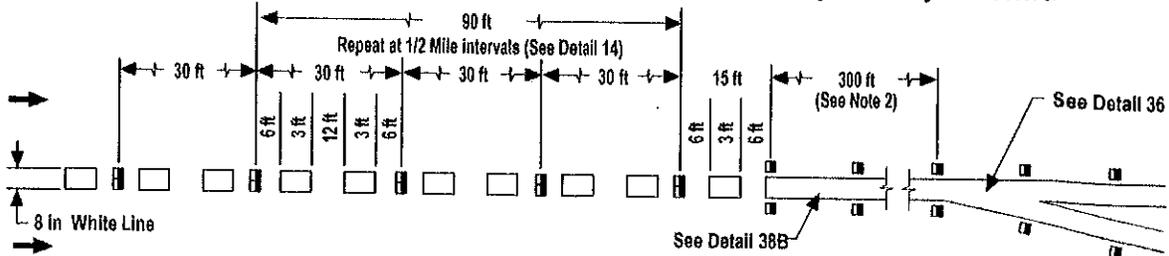
-  4 in White
-  4 in Yellow
-  One-Way Clear Retroreflective Markers
-  Direction of Travel

NOT TO SCALE

Figure 3A-111 (CA). Lane Drop Markings

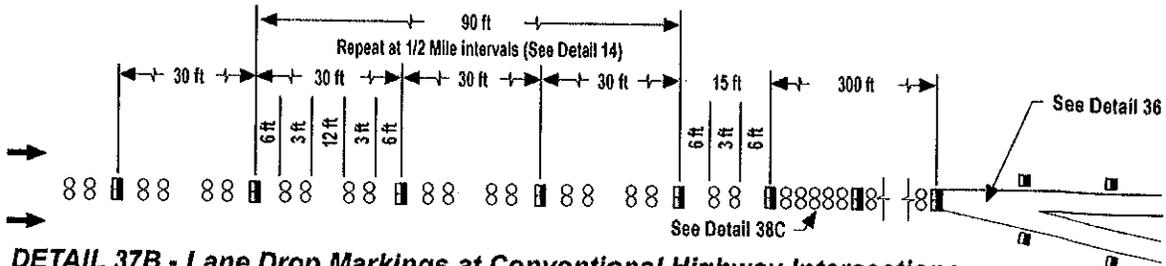
DETAIL 37 - Lane Drop Markings at Exit Ramps

Marking pattern for use on mandatory lane drops at freeway exit ramps and freeway to freeway connectors.



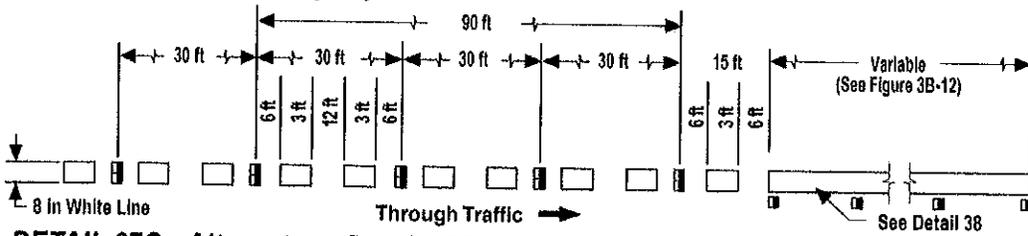
DETAIL 37A - Alternate to Detail 37

For use with Detail 10 and 13.



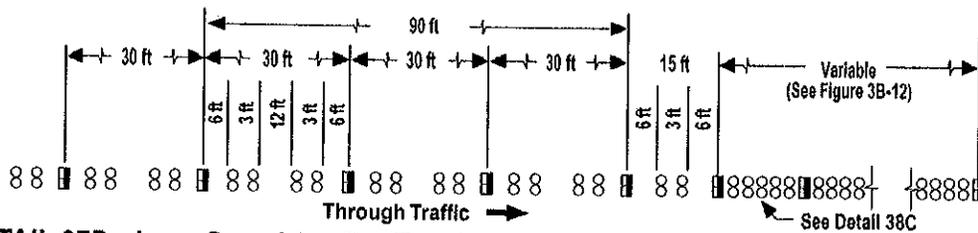
DETAIL 37B - Lane Drop Markings at Conventional Highway Intersections

Marking pattern for use on mandatory turn lanes at intersections. Pavement markers shown are optional on local streets and highways.



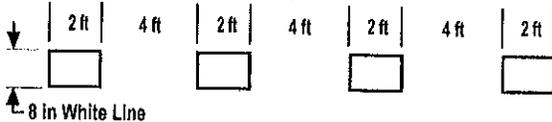
DETAIL 37C - Alternate to Detail 37B

For use with Detail 10 and 13.



DETAIL 37D - Lane Drop Line For Two-Lane Roundabouts

For use on mandatory exiting lanes from two-lane roundabouts.



NOT TO SCALE

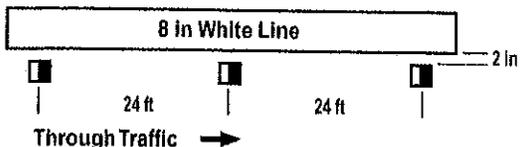
- NOTES: 1. Pavement markers shown off the solid line in Detail 37 may be placed on the line.
 2. The Solid Channelizing Line shown in Detail 37 and 37A may be omitted on short auxiliary lanes where weaving length is critical.

LEGEND

- 88 Non-Retroreflective White Markers
- ➔ Direction of Travel
- ▬ One-Way Clear Retroreflective Markers
- ▬ Red-Clear Retroreflective Markers

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

DETAIL 38 - Channelizing Line



POLICY

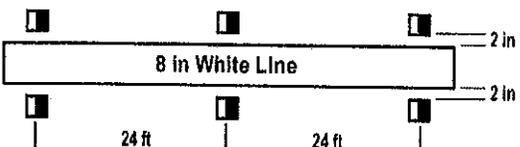
Typical channelizing line for use on Left-Turn or Right-Turn lanes on State highways. Pavement Markers when used should be placed on the through traffic side only.

DETAIL 38A - Channelizing Line



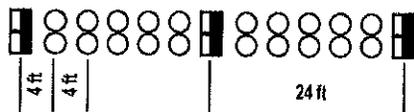
Typical channelizing line for use on Left-Turn or Right-Turn lanes on local streets and highways and freeway off-ramp terminals.

DETAIL 38B - Channelizing Line at Exit Ramps

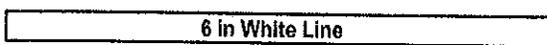


Typical channelizing line for use on Exit Ramps. Pavement Markers as shown may also be placed on the line.

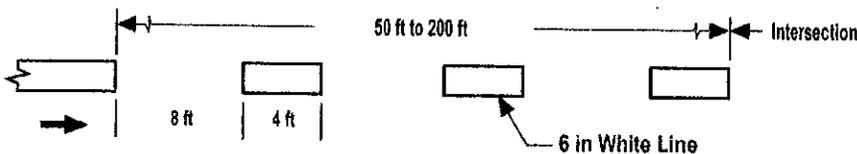
DETAIL 38C - Alternate to Detail 38 and 38B



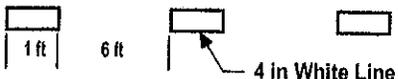
DETAIL 39 - Bike Lane Line



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

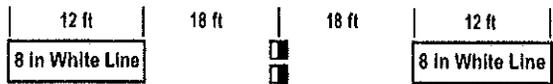
LEGEND

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

Figure 3A-113 (CA). Examples of Preferential Lane Lines

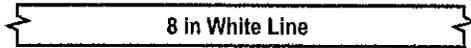
DETAIL 42 - Contiguous, Continuous Access

POLICY



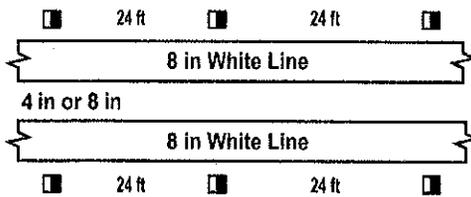
See Figure 3D-3.C

DETAIL 43 - Contiguous, Access Discouraged



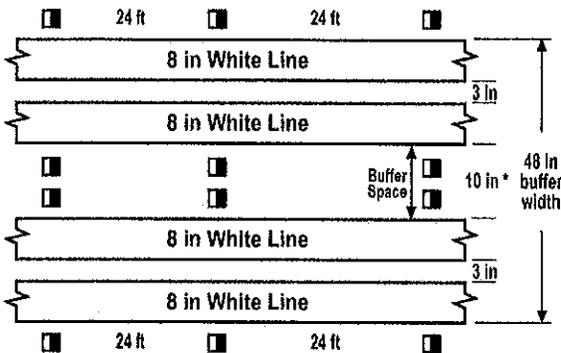
See Figure 3D-3.B

DETAIL 44 - Contiguous, Access Prohibited



See Figure 3D-3.A. An 8 inch separation creates a 2 foot buffer width.

DETAIL 45 - Buffer-Separated, Access Prohibited



See Figure 3D-2.A

* If buffer space is wider than 4 feet, then chevron markings are required (see Figure 3D.2(A) and Section 3B-24).

NOT TO SCALE

LEGEND

-  White Line
-  One-Way Clear Retroreflective Markers

PROJECT LOCATION

SURVEY DOCUMENTS

SURVEY MONUMENT PRESERVATION GUIDELINES

CALIFORNIA LAND SURVEYORS ASSOCIATION
& CONSULTING ENGINEERS AND LAND SURVEYORS OF CALIFORNIA
Joint Professional Practice Committee - Riverside/San Bernardino and Desert Chapters
(In Cooperation with the Riverside & San Bernardino County Surveyors Office)

PREFACE:

The preceding public survey documents are provided from a search of records on file in the City of San Bernardino, Office of the City Engineer.

All work is to be performed by a person or under the supervision of a person authorized to practice Land Surveying (refer to Sub-section 6-1.10 "SURVEYING SERVICE" of these Special Provisions).

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

The following regarding public works construction in the Public Right of Way is extracted from letter from the above agencies, dated April 13, 2007:

NEW & RECONSTRUCTION PROJECTS

A. PRIOR TO CONSTRUCTION

- (1.) The survey crew shall diligently search for all survey monuments of record and on the surface of the road. It is suggested (*that*) the search (*sh*)ould include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument within 2" of the road surface is recommended.
- (2.) The survey crew shall properly reference all found survey monuments, which may be disturbed or covered during construction, to stable surface points.
- (3.) The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in (I)tem (2.), above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing.

B. AFTER CONSTRUCTION AND PRIOR TO RECORDING NOTICE OF COMPLETION

1. All covered and disturbed monuments shall be reset with the same or more durable type of monument as the original, in the surface of the construction. Key monuments shall be a minimum 1" inside diameter iron pipe of appropriate length.
2. A monument box or other protective structure is recommended to be placed around key monuments (section corners, quarter section corners).
3. The authorized surveyor shall properly complete a Corner Record of Record of Survey for all set monuments with a change in character, including tag number, and submit it to the County Surveyor for review, signature and filing.

NOTE: Parentheses above indicate changes to original text.

CONTRACT
AGREEMENT

CONTRACT AGREEMENT

CITY OF SAN BERNARDINO

THIS AGREEMENT is made and concluded this _____ day of _____, 20____, by and between the **CITY OF SAN BERNARDINO** (hereinafter "CITY"), and _____, (hereinafter "CONTRACTOR").

SPECIAL PROVISIONS NO. 13064

ANNUAL CITYWIDE MAINTENANCE SERVICES CONTRACT FOR TRAFFIC STRIPING & PAVEMENT MARKING (SS - O)

IN THE CITY OF SAN BERNARDINO

At its joint-regular meeting held on _____, 20____, the City Council duly accepted the bid of CONTRACTOR for said Project and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

ARTICLE I

For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the CITY, CONTRACTOR agrees with the CITY, at CONTRACTOR 's own proper cost and expense in the Special Provisions to be furnished by the CITY, necessary to complete in good workmanlike and substantial manner the Project in strict conformity with Special Provisions No. 11329, and also in accordance with Standard Specifications for Public Works/Construction, 2015 Edition, and all supplements on file in the Office of the City Engineer, Public Works Department, City of San Bernardino, which said Special Provisions and Standard Specifications are hereby especially referred to and by such reference made a part hereof.

In addition, the contract documents for the Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Special Provisions, General Specifications, Standard Specifications, CONTRACTOR's submitted Bid Form and Documents and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, insurance certificates, permits, notices, and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner.

All of the rights and obligations of CITY and CONTRACTOR are fully set forth and described in the Bid and Contract Documents.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The documents comprising the complete contract are hereinafter referred to as Contract Documents and are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the Project and to fulfill all other obligations as set forth in the Contract Documents.

ARTICLE III

CONTRACTOR hereby agrees to receive and accept the prices as set forth in the Bid Schedule as full compensation for furnishing all materials, performing all work contemplated, and fulfilling all obligations embraced in this agreement. Said compensation shall be based on actual bid quantities completed pursuant to request of, and issuance of a Work Order by the CITY. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Contract Documents and the requirements of the CITY, and also including those arising from actions of the elements, unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, and for all other unknowns or risks of every description connected with the work; also for all expenses incurred by or in consequence of suspension or discontinuance of work. CITY shall herein retain ten percent (10%) of the amount pertaining to compensation for actual bid quantities, completed pursuant to request and issuance of a Work Order by the CITY, until 35 days after completion of work described in said Work Order issued by the CITY.

The CONTRACTOR also agrees that there is no warranty or guarantee given or implied as to the total amount of work to be ordered as a result of this contract. The quantities stated in the bid are estimates of annual usage, to be used for bid comparison purposes only. Specific quantities of work will be ordered as needed in the minimum amounts described in the Contract Documents. CONTRACTOR hereby agrees that the CITY reserves the right to increase or decrease the amount of any quantity shown in the Bid Schedule and to delete any item from the Contract and pay the CONTRACTOR at the bid unit prices.

ARTICLE IV

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 account of race, color, creed, religion, sex, marital status, national origin, 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, vendors, or employees in the performance of this contract

ARTICLE V

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

In addition, said CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law, as the same shall apply to this Project pertaining to the employment of unauthorized aliens as defined therein.

Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

ARTICLE VI

CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR's work, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, regardless of responsibility of negligence; provided:

- (a) That CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the aforesaid hold-harmless agreement because of the deposit with CITY by CONTRACTOR, of any of the insurance policies hereinafter described in this Agreement.
- (b) That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleges to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

ARTICLE VII

The CITY may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs and profit on work performed up to the time of termination based upon actual bid quantities completed pursuant to the request of, and Work Order issued by, the CITY. The CONTRACTOR shall promptly submit its termination claim to the CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs.

If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the CITY, or one of its designated representatives, and will be served upon the CONTRACTOR. If the CONTRACTOR continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.

In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

ARTICLE VIII

This contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the CITY thereto.

ARTICLE IX

The provisions of this agreement are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

ARTICLE X

If either party to this agreement is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this agreement, the party prevailing in the final judgement in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees. Attorney's fees shall include reasonable costs for investigating such action conducting discovery and all other necessary cost the court allows, which are incurred in such litigation.

ARTICLE XI

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

CITY OF SAN BERNARDINO

NAME OF FIRM:

BY: _____
MARK SCOTT, City Manager

BY: _____

TITLE: _____

ATTEST:

MAILING ADDRESS:

GEORGEANN HANNA
City Clerk

PHONE NO.: (____) _____

APPROVED AS TO FORM:

ATTEST:

Secretary

GARY D. SAENZ, City Attorney

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

