

CITY OF SAN BERNARDINO

STATE OF CALIFORNIA

**BID AND CONTRACT DOCUMENTS**

**PLANS AND SPECIAL PROVISIONS NO. 13076**

**FOR**

**ANNUAL CONCRETE REPAIRS – CITY WIDE  
(SS - P) 2015**



DEPARTMENT OF PUBLIC WORKS  
CITY OF SAN BERNARDINO

APRIL 2016

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

**ON JUNE 14, 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

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

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

DRAWING NO. 13076 - SHEETS 1 OF X N/A

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SURVEY DOCUMENTS

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CONTRACT AGREEMENT

**PART I**

**ADMINISTRATION**

## NOTICE INVITING SEALED BIDS

### CITY OF SAN BERNARDINO

*Owner*

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

### **ANNUAL CONCRETE REPAIRS – CITY WIDE ( SS -P ) 2015**

in accordance with the Plans and Special Provision No. **13076** on file in the Office of the City Engineer, Third Floor, San Bernardino City Hall, 300 N. "D" Street, San Bernardino, CA 92418.

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

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

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

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

Said bids will be received up to the hour of 2:00 p.m., on, Tuesday, June 14, 2016, at which time all of said bids will be publicly opened, and examined and declared in the City Engineer's Conference Room, Third Floor, City Hall.

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

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

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

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

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

A Non-mandatory Pre-Bid Meeting will be held on Tuesday, May 31, 2016, at 2:00 p.m., in the office of the City Engineer, Public Works Department, Third Floor, City Hall, 300 North "D" Street, San Bernardino, California. This meeting is to provide information, to answer questions, to inform bidders of MBEs/WBEs subcontracting and material supply opportunities, and to make the prime Contractor aware of the CITY's outreach program as it relates to minority and other disadvantaged business hiring and participation. Bidder's attendance at this meeting is recommended, but the prime may certify that they are familiar with the program and attendance is not required. **Attendance and/or certification may be used to assist with the good faith effort.**

The CITY contract goal for this project is 15.0% for minority owned business utilization and 5.0% for female owned business utilization.

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

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

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

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

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

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

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

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

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

**SUBJECT: ANNUAL CONCRETE REPAIRS – CITY WIDE ( SS-P ) 2015  
SPECIAL PROVISIONS NO. 13076**

Attention: Ryan Aschenbrenner  
Tel: (909) 384-5126; Fax: (909) 384-5190  
E-mail: aschenbrenner\_ry@sbcity.org

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

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

CITY OF SAN BERNARDINO

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GEORGEANN HANNA  
City Clerk

**NOTICE TO ADVERTISE:**

SPECIFICATION NO. 13076.  
SHALL APPEAR IN FIRST ISSUE NOT LATER THAN

DATE 05 / 16 / 2016 & 05 / 21 / 2016 ,  
(FOUR DAYS BETWEEN FIRST & SECOND PUBLICATION)

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## 1.0 BID FORMS

Bids shall be submitted on the bid forms provided in the Bid and Contract Documents package. All bid forms shall be completed, signed, and sealed in accordance with these instructions and the instructions included with the individual bid forms. A bid that fails to include all bid forms will be considered non-responsive.

### 1.1 BID SCHEDULE

The Bid Schedule shall be typed or clearly completed in ink. All spaces for unit prices, item totals, and total bid shall be completed. All prices shall be in dollars. For a lump sum item, the unit price shall match the item total price.

The bidder shall make every effort to provide a legible and complete Bid Schedule. The bidder shall verify that its Bid Schedule is free of mathematical errors. If a Bid Schedule is found to contain minor errors or illegible entries, the bidder agrees that the City may, if deemed in the public interest, cure the error or entry, using one of the following methods:

Method A. If the sum of the item totals does not equal the total bid, but all item totals correctly indicate the products of the unit price and quantity, the City will consider the corrected sum of the item totals to be the Bidder's total bid.

Method B. If the sum of the item totals equals the total bid, but the product of a unit price and a quantity does not equal the stated item total, the City will determine a correct unit price by dividing the item total by the item quantity.

## 2.0 BID GUARANTY

Bids shall be 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 guaranty that the bidder will enter into and execute the contract if it is awarded to the bidder. Any bid not accompanied by a bid guaranty in the form of cash, check, or bond will be rejected as invalid.

In the event the bidder, to whom the contract is awarded, refuses to execute said contract, and/or fails to file the necessary bonds and insurance certificate within ten (10) working days following the date of the CITY's Notice of Award letter, the Bidder shall be considered as not fully executing the contract. By not executing the contract, the use by the public of the improvements will be delayed and the public will suffer great damage. From the nature of the case, it would be extremely difficult and impractical to fix the amount of said damage. Therefore, the CITY and the bidder agree that the bid guaranty of 10% of the bid shall be paid to the CITY as liquidated damages and not as forfeiture.

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

## 3.0 TAXES

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

## 4.0 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 5<sup>th</sup> 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.

## 5.0 ADDENDA

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.

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.

## 6.0 SUBCONTRACTOR DESIGNATION

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

The Subcontractor Designation Form is included in Part A of the Bid and Contract Documents.

## 7.0 REQUIRED EXAMINATION OF ALL CONTRACT DOCUMENTS

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.

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.

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.

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.

## 8.0 REQUIRED INSPECTION OF THE SITE

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

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

Submission of a Bid by the Bidder shall constitute conclusive evidence that, if awarded the Contract, it has relied and is relying on its own examination of the following: (1) The site of the proposed work; (2) Access to the site; (3) All other data and matter requisite to the fulfillment of the work; (4) The Bidder's own knowledge of existing facilities on and in the vicinity of the site of the proposed work under the Contract; (5) The conditions to be encountered; (6) The character, quality, scope and complexity of the proposed work; (7) The quality and quantity of the materials to be furnished; and (8) The requirements of the Specifications, Plans, any addenda, or any other Contract Documents.

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

## 9.0 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 Bid and Contract Documents. 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 guaranty.

## 10.0 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.

## 11.0 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.

## 12.0 MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE GOALS

The Disadvantaged Business Enterprise (DBE) participation goal for this project is 7.5 percent. A bidder meets this goal if the bid demonstrates that not less than 7.5 percent of the total bid price will be performed by a certified DBE contractor or subcontractor. Certified DBE participation shall be documented on the Certified DBE Designation form provided in Part I of the Bid and Contract Documents.

Certified DBE contractors or subcontractors must be listed on the Caltrans DBE certification database at [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

If a bidder is unable to meet the DBE participation goal, the bidder shall demonstrate that a good faith effort was made to meet the goal. Failure to meet the participation goal combined with a failure to demonstrate a good faith effort will result in rejection of the bid. The bidder shall document its good faith effort using the Good Faith Effort Documentation form provided in Part A of the Bid and Contract Documents.

The following factors will be used to evaluate a bidder's good faith effort:

- a. The level of DBE participation achieved by the Bidder.
- b. The level of DBE participation achieved by all other bidders.
- c. Did the bidder attend the pre-con meeting?
- d. Did the bidder make available portions of the work that would provide for the possibility of achieving the goal? (Did the percentage of work offered adequately exceed the goal percentage?)
- e. At least ten days prior to bid opening, did the bidder directly solicit bids from certified DBE subcontractors who indicate an interest in performing the type of work offered?
- f. Did the bidder solicit bids from a sufficient number of certified DBE subcontractors for each item of work offered?
- g. Did the bidder provide copies of these solicitations with their bids? Did the solicitations provide sufficient information?
- h. At least four days prior to bid opening, did the bidder follow up with certified DBE subcontractors to determine their interest in bidding on the work?
- i. Did the bidder provide copies of follow up correspondence with their bids?
- j. Did the bidder provide copies of all quotes and other correspondence received from certified DBE subcontractors?
- k. Did the bidder provide a written explanation for its rejection of any bid received by a certified DBE subcontractor?
- l. Did the bidder provide any additional information demonstrating a good faith effort to meet the DBE participation goals?

### 13.0 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 5<sup>th</sup> working day prior to the day of the proposed bid opening.

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

City Engineer's Office  
3<sup>rd</sup> Floor  
San Bernardino City Hall  
300 North "D" Street  
San Bernardino, CA 92418-0001

**Re: ANNUAL CONCRETE REPAIRS – CITY WIDE ( SS-P ) 2015  
SPECIAL PROVISIONS NO. 13076**

Attention: Ryan Aschenbrenner  
Tel: (909) 384-5126; Fax: (909) 384-5190  
E-mail: [aschenbrenner\\_ry@sbcity.org](mailto:aschenbrenner_ry@sbcity.org)

# **BID DOCUMENTS**

## **BID FORM**

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

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

### **ANNUAL CONCRETE REPAIRS – CITY WIDE ( SS-P ) 2015**

in strict conformity with Plans and Special Provisions No. 13076, of the Department of Public Works for the City of San Bernardino and also in accordance with Standard Specifications for Public Works Construction, latest edition in effect on the first day of the advertised “Notice Inviting Sealed Bids”. The undersigned proposes and agrees if this bid is accepted, that he will contract with the City of San Bernardino, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of maintenance, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and that he will take in full payment therefor the following unit prices or lump sum prices, to-wit:

## BID SCHEDULE

### PLANS AND SPECIAL PROVISIONS NO. 13076 ANNUAL CONCRETE REPAIRS – CITY WIDE ( SS-P ) 2015

ITEM NO.	DESCRIPTION OF ITEMS	UNIT	ESTIMATED QUANTITY	UNIT PRICE (\$)	TOTAL (\$)
1	MOBILIZATION	LS	1	\$ .	\$ .
2	TRAFFIC CONTROL	LS	1	\$ .	\$ .
3	TREE REMOVAL	EA	3	\$ .	\$ .
4	STUMP REMOVAL	EA	2	\$ .	\$ .
5	ROOT PRUNING	LF	3,300	\$ .	\$ .
6	REMOVE AND REPLACE PCC RESIDENTIAL DRIVEWAY APPROACH PER CITY STD 203	SF	1,430	\$ .	\$ .
7	REMOVE AND REPLACE PCC COMMERCIAL DRIVEWAY APPROACH PER CITY STD 204	SF	660	\$ .	\$ .
8	REMOVE AND REPLACE PCC CURB AND GUTTER PER CITY STD 200 CF=8" G=60"	LF	30	\$ .	\$ .
9	REMOVE AND REPLACE PCC CURB AND GUTTER PER CITY STD 200 CF=8" G=36"	LF	26	\$ .	\$ .
10	REMOVE AND REPLACE PCC CURB AND GUTTER PER CITY STD 200 CF=8" G=18"	LF	15	\$ .	\$ .
11	REMOVE AND REPLACE PCC CURB AND GUTTER PER CITY STD 200 CF=6" G=48"	LF	24	\$ .	\$ .
12	REMOVE AND REPLACE PCC CURB RAMP PER SPPWC 111-5	SF	72	\$ .	\$ .
13	REMOVE AND REPLACE SIDEWALK PER CITY STD 202	SF	26,400	\$ .	\$ .
14	ADJUST PULL BOX / UTILITY COVER TO GRADE.	EA		\$ .	\$ .
15	GRIND PCC SIDEWALK SURFACES IN ACCORDANCE WITH CALDAG FIG CD-8B	LF	40	\$ .	\$ .
16	STREET STRUCTURAL REPAIR per CITY STD 310	SF	192	\$ .	\$ .
17	RESET MAIL BOX	EA	3	\$ .	\$ .
18	IMPORTED FILL	CY	4	\$ .	\$ .
19				\$ .	\$ .
20				\$ .	\$ .
21				\$ .	\$ .
<b>TOTAL:</b>				\$ .	\$ .

## **BID NOTES:**

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

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

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

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

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

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

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

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

**BIDDER'S INFORMATION AND SIGNATURE:**

It is the understanding of the undersigned that the work hereinabove described shall be commenced within 10 working days from the date of the "Notice to Proceed", and shall be completed within 60 working days from the date of said notice, as directed in **SECTION 6** of these Special Provisions..

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

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

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

FIRM NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ CELL : \_\_\_\_\_

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

\_\_\_\_\_  
*Legal Status of Firm*

Is Bidder currently a certified DBE? Yes  No

NAME (S)

ADDRESS (ES)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE OF BIDDER:** \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

-----  
BIDDER'S FIRM NAME

**ACKNOWLEDGEMENT OF ADDENDUMS**  
**BID AND CONTRACT DOCUMENTS**  
**PLANS & SPECIAL PROVISIONS NO. 13076**

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

**BIDDER'S INITIALED ACKNOWLEDGEMENT OF ADDENDUMS:**

ADDENDUM NO. 1 \_\_\_\_\_ DATE: \_\_\_\_\_

ADDENDUM NO. 2 \_\_\_\_\_ DATE: \_\_\_\_\_

ADDENDUM NO. 3 \_\_\_\_\_ DATE: \_\_\_\_\_

ADDENDUM NO. 4 \_\_\_\_\_ DATE: \_\_\_\_\_

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**SPECIAL NOTICE**

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

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

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

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

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

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

BIDDER'S FIRM NAME

**DESIGNATION OF SUB - CONTRACTORS**  
**PLANS & SPECIAL PROVISIONS NO. 13076**

In compliance with the provisions of Section 4100-4114 of the Public Contract Code of the State of California and any amendments thereof, each bidder shall set forth the name and location of each subcontractor who will perform work or labor or render service to the Contractor. Subcontractors shall be properly licensed for the type of work listed. Only one subcontractor shall be listed for each item of work. In accordance with Public Contract Code Section 4106, if a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work, the prime contractor shall perform that portion himself or herself. If after award of contract, the prime contractor subcontracts, except as provided for in Sections 4107 or 4109, any such portion of the work, the prime contractor shall be subject to the penalties named in Section 4111.

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

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

BIDDER'S FIRM NAME

**BIDDER SELF-PERFORMANCE VERIFICATION FORM**  
**BID AND CONTRACTING DOCUMENTS; SPECIAL PROVISIONS NO. 13076**

(To be completed and submitted with Prime Contractor's Bid documents)

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

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

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

Item No. \_\_\_\_\_ \$ \_\_\_\_\_

Subtotal: \$ \_\_\_\_\_

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

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

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

(6) Percentage to be self-performed ( $[(\text{Line 5} - \text{Line 3}) / \text{Line 5} \times 100]$ ):  
(by Prime Contractor) \_\_\_\_\_ %

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

**WORKERS' COMPENSATION INSURANCE  
CERTIFICATION**

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

Contractor:

NAME OF FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

**NON-COLLUSION AFFIDAVIT**

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

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

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

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

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

Signed \_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_,  
\_\_\_\_\_, State of California.

My Commission expires on \_\_\_\_\_, \_\_\_\_\_  
Year

**FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

\_\_\_\_\_ as Principal, and \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

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

\_\_\_\_\_

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

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

NOW, THEREFORE,

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

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

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

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

\_\_\_\_\_  
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.

**MBE/WBE INFORMATION - GOOD FAITH EFFORTS  
PLANS & SPECIAL PROVISIONS NO. 13076**

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

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

<i>Publications</i>	<i>Dates of Advertisement</i>

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

<i>Names of MBE/WBE Solicited</i>	<i>Initial Solicitation Dates</i>	<i>Follow Up Methods and Dates</i>

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

<i>Items of Work</i>	<i>Breakdown of Items</i>

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

*Firms Rejected*

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*Firms Selected*

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

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

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

<i>Name of Agency/Organization</i>	<i>Method / Date of Contact</i>	<i>Results of Contact</i>

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

\_\_\_\_\_  
BIDDER'S FIRM NAME

**REFERENCES**  
**PLANS & SPECIAL PROVISIONS NO. 13076**

Date: \_\_\_\_\_

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

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

\_\_\_\_\_  
BIDDER'S FIRM NAME

**PRE-QUALIFICATION**  
**PLANS & SPECIAL PROVISIONS NO. 13076**

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

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

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**PART II**

**SPECIAL PROVISIONS**

# **GENERAL PROVISIONS**

The following sections of the Special Provisions supplement and amend the Standard Specifications for Public Works Construction 2015 Edition. As a reference convenience, these sections are arranged in a format that parallels the Standard Specifications.

## **SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

### **1-2 TERMS AND DEFINITIONS**

**Agency** – *Replace the definition in the Standard Specifications with the following:*

The City of San Bernardino.

**Board** – *Replace the definition in the Standard Specifications with the following:*

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

**Engineer** – *Replace the definition in the Standard Specifications with the following:*

The City Engineer, Department of Public Works, for the City of San Bernardino.

**Standard Specifications** – *Replace the definition in the Standard Specifications with the following:*

The "Standard Plans for Public Works Construction 2015 Edition", written and promulgated by Public Works Standards, Inc.

## **SECTION 2 – SCOPE AND CONTROL OF WORK**

**2-1 AWARD AND EXECUTION OF THE CONTRACT** - *Add the following:*

Contract award and execution shall be in accordance with the Bid and Contract Documents and this subsection. Contract award will be at the discretion of the Mayor and Common Council for the City of San Bernardino. Within 10 working days of receiving the notification of award, the bidder, to whom the contract is awarded, shall execute the contract and file with the Engineer all specified documents. Failure to file the required documents and execute the contract within the prescribed time shall constitute good and sufficient grounds for rescission of the award and forfeiture of the bidder's security (10 percent of the amount bid) to the City of San Bernardino.

The Notice Inviting Sealed Bids, the Addendum, the Instruction's to Bidders, the Bid Forms, the Special Provisions, the Plans, the Standard Specifications, the Standard Plans, together with any attachments, shall be considered as part of the contract between the City of San Bernardino and the Contractor to whom the contract is awarded.

**2-4 CONTRACT BONDS** - *Replace the first three sentences of the first paragraph with the following:*

Within 10 working days after receiving notification of the award, the Bidder shall file surety bonds with the Agency to be approved by the Board in the amounts and for the purposes noted within this subsection. Bonds shall be issued and duly executed by a solvent surety who is (1) listed in the latest version of the United States Department of the Treasury's Listing of Approved Sureties (Treasury Circular 570), (2) admitted and authorized to issue bonds by the State of California, and (3) rated "A" or better in Best's most recent Insurance Guide.

## **2-5 PLANS AND SPECIFICATIONS**

### **2-5.1 General - Add the following subsections:**

**2-5.1.1 Plans** - The Plans listed below show the location, character, dimensions, and details of the Work, and shall be part of the Contract Documents:

1) Project Plans:

Location List for SS-P 2015

2) Standard Plans (included by reference only):

The City of San Bernardino Standard Plans.

The "Standard Plans for Public Works Construction 2015 Edition", written and promulgated by Public Works Standards, Inc.

**2-5.1.2 SPECIFICATIONS** - The Work shall be constructed or done in accordance with The "Standard Specifications for Public Works Construction 2015 Edition", written and promulgated by Public Works Standards, Inc., and these Special Provisions.

### **2-8 RIGHT-OF-WAY - Add the following:**

The Contractor shall not encroach on private property adjacent to this project in any phase of the construction without a signed Right of Entry document from the Agency.

## **2-9 SURVEYING**

### **2-9.1 Permanent Survey Markers.** *Replace the entire subsection with the following:*

The Contractor shall be responsible for hiring a Civil Engineer or Land Surveyor to perform all survey work described by this subsection. The Civil Engineer or Land Surveyor shall be authorized to practice land surveying within the State of California.

Prior to start of construction, the surveyor shall file a Corner Record referencing survey monuments subject to disturbance in the Office of the County Surveyor. Prior to the completion of construction, the surveyor shall (1) replace any survey monument disturbed by the contractor, (2) **place or replace survey ties by transit method** to locate all survey monuments, and (3) file Corner Records documenting the new conditions. The transit method requires that ties define the location of two intersecting lines which intersect at the location of the monument. Ties shall be located at the top of curb. The Contractor shall submit copies of all Corner Records and proof of recording to the Engineer within 30 days of such filings.

The surveyor and contractor shall satisfy the requirements of Survey Monument Preservation Guidelines included in the Appendix.

Full compensation for the work described in this subsection shall be considered as included in the lump sum bid price for Surveying, and no additional compensation shall be allowed.

**2-9.2 Survey Service.** *Replace the entire subsection with the following:*

The Contractor shall be responsible for hiring a Civil Engineer or Land Surveyor to perform and be responsible for the accuracy of surveying adequate for construction. The Civil Engineer or Land Surveyor shall be authorized to practice land surveying within the State of California.

The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be done by the surveyor at the expense of the Contractor.

Full compensation for the work described in this subsection shall be considered as included in the lump sum bid price for Surveying, and no additional compensation shall be allowed.

**2-11 INSPECTION.** *Replace the second sentence with the following:*

The Contractor shall request inspection at least 24 hours in advance of proposed construction.

## **SECTION 3 – CHANGES IN WORK**

### **3-3 EXTRA WORK.**

**3-3.1 General.** *Add the following:*

These specifications are subject to the restrictions of Section 20452 & 20455 of this Public Contract Code. The Contractor shall not perform extra work without written authorization from the Engineer.

#### **3-3.2.3 Markup.**

**a) Work by Contractor.** *Replace the entire paragraph with the following:*

A markup for overhead and profit shall be added to the costs determined under Subsection 3-3.2.2. The markups are as follows:

1)	Labor	20%
2)	Materials	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.** *Replace the entire paragraph with the following:*

When all or any part of the "Extra Work" is performed by a Subcontractor, the Subcontractor's cost shall be determined in accordance with Subsection 3-3.2.2, and the Subcontractor's markup shall be determined in accordance with Subsection 3-3.2.3(a). A markup of 10 percent on the first \$5,000 of the subcontracted portion of the "Extra Work" and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the "Extra Work" may be added by the Contractor. These markups shall constitute the markup for all overhead and profit for the Contractor on work performed by the Subcontractor.

**3-5 DISPUTED WORK.** *Add the following:*

The prevailing party in any legal action to enforce or interpret any provisions of the contract 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 San Bernardino City Attorney and members of his office, in connection with that action, shall be considered as attorney’s fees for the purposes of the contract. Caltrans Standard Specifications Section 9-1.10 regarding Binding Arbitration is hereby specifically excluded from this Contract.

**SECTION 5 – UTILITIES**

**5-1 LOCATION**

**5-1.1 GENERAL -** *Replace the first sentence of the second paragraph with the following:*

The Contractor shall comply with the provisions of Section 4216 of the California Government Code, which requires the Contractor to contact Underground Service Alert of Southern California (USA), 1-800-422-4133, at least two working days but not more than 14 calendar days prior to performing any excavation or drilling.

*Add the following subsection:*

**5-1.1.1 UTILITY LIST:**

The following is a listing of utilities that could be impacted by the Work. This contact information is provided to assist the Contractor. The Contractor is responsible for verifying phone numbers and contact persons.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>1. A T &amp; T Inquiries; Long Distance<br/>22311 Brookhurst St. Suite 203<br/>Huntington Beach, CA 92646<br/>Attn: Joseph Forkert</li> <li>2. AT &amp; T<br/>3939 E. Coronado Street<br/>Anaheim, CA 92807<br/>Attn: Steve Han</li> <li>3. AT &amp; T (SBC – Pacific Bell Telephone)<br/>1265 N. Van Buren Street, Room #180<br/>Anaheim, CA 92807<br/>Attn: Yvette Garofano</li> <li>4. California Dept. of Transportation<br/>464 W. 4<sup>th</sup> Street<br/>San Bernardino, CA 92401</li> <li>5. Charter Communications<br/>7337 Central Avenue<br/>Riverside, CA 92504-1440<br/>Attn: Gregory Yates</li> <li>6. City of Riverside<br/>3901 Orange Street<br/>Riverside, CA 92501<br/>Attn: Richard Small</li> </ul> | <ul style="list-style-type: none"> <li>7. City of San Bernardino<br/>Information Technology<br/>300 N. "D" Street, 4<sup>th</sup> floor<br/>San Bernardino, CA 92418<br/>Attn: Larry Martin</li> <li>8. City of San Bernardino<br/>Department of Public Works<br/>Street Division<br/>234 South Mt. View Avenue<br/>San Bernardino, CA 92408<br/>Attn: John Van Havermaat</li> <li>9. City of San Bernardino<br/>Department of Public Works<br/>Traffic Signals and Street Lighting<br/>234 S. Mt. View Avenue, #110<br/>San Bernardino, CA 92408</li> <li>10. County of San Bernardino<br/>Flood Control Design Division<br/>825 E. Third Street<br/>San Bernardino, CA 92415</li> <li>11. East Valley Water District<br/>31111 Greenspot Road<br/>Highland, CA 92346<br/>Attn: Justin Parker</li> </ul> |
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|---|---|
| <p>12. Elsinore Valley Municipal Water District<br/>P.O. Box 300<br/>Lake Elsinore, CA 92531-3000<br/>Attn: Lorem Sorber</p> <p>13. MCI Telecommunications<br/>18850 Orange Street<br/>Bloomington, CA 92316</p> <p>14. Metrolink (SCRRA)<br/>186 University Parkway<br/>Pomona, CA 91768<br/>Attn: Christos Sourmelis</p> <p>15. Omnitrans<br/>1700 W. 5<sup>th</sup> Street<br/>San Bernardino, CA 92411<br/>Attn: Mel Cabang</p> <p>16. Riverside Highland Water Company<br/>12374 Michigan St.<br/>Grand Terrace, GA 92313-5602<br/>Attn: Craig Gudgeon</p> <p>17. San Bernardino County Information Services<br/>670 E. Gilbert Street<br/>San Bernardino, CA 92415<br/>Attn: Melissa Uyeda</p> <p>18. San Bernardino Municipal Water Department<br/>Water Utility Division<br/>399 Chandler Place<br/>San Bernardino, CA 92408</p> <p>19. San Bernardino Valley Municipal Water District<br/>380 E. Vanderbilt Way<br/>San Bernardino, CA 92408<br/>Attn: Bob Tincher</p> | <p>20. SBC Services<br/>3073 Adams Street, 2<sup>nd</sup> floor<br/>Riverside, CA 92504<br/>Attn: Lee Corby</p> <p>21. Southern California Edison<br/>Attn: Design Support / UND<br/>9901 Geary Avenue<br/>Santa Fe Springs, CA 90670</p> <p>22. TCI<br/>1500 Auto Center Drive<br/>Ontario, CA 91761<br/>Attn: Mark Davenhauer</p> <p>23. The Gas Company<br/>1981 W. Lugonia Avenue<br/>Redlands, CA 92374-9796<br/>Attn: Carlos Flores</p> <p>24. Time Warner Cable<br/>Construction Department<br/>1500 Auto Center Drive<br/>Ontario, CA 91761<br/>Attn: Bruce Dewese</p> <p>25. Time Warner Telecom<br/>3281 Guasti Road, Suite #101<br/>Ontario, CA 91761<br/>Attn: Bart Van Wey</p> <p>26. US Sprint Communication<br/>282 South Sycamore Street<br/>Rialto, CA 92376<br/>Attn: Lynn Durrett</p> <p>27. Verizon (GTE)<br/>Control Desk<br/>9 South 4<sup>th</sup> Street<br/>Redlands, CA 92373</p> |
|---|---|

**5-1.2 PAYMENT:** *Replace the entire paragraph with the following:*

Payment for utility location shall be considered as included in the prices in the BID for other items of work.

## **SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK**

### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.**

#### **6-1.2 Commencement of the Work.** *Replace the entire subsection with the following:*

Pre-Construction Meeting: Within 10 working days of the award notification, the Contractor shall attend a Pre-Construction Meeting in the office of the City Engineer, Public Works Department, Third Floor, City Hall, 300 North "D" Street, San Bernardino, CA 92418. The Contractor shall coordinate with the Engineer to determine the time and date of the Pre-Construction Meeting. At the Pre-Construction Meeting, if not previously submitted, the Contractor shall submit to the Engineer the following documents: (1) Three original copies of the executed Contract Documents; (2) Three original copies of the required liability insurance policies; (3) Three original copies of the required workers' compensation insurance policies; (4) Three original copies of the required Payment and Performance Bonds; (5) Two copies of the Construction Schedule; (6) Two copies of the Traffic Control Plan; (7) One copy of the Contractor's City Business License; (8) One copy of all City of San Bernardino permits necessary to perform the Work; and (9) One copy of all permits issued by other governmental entities necessary to perform the Work.

Notice to Proceed: The Agency will issue the Notice to Proceed no later than 5 working days after the Pre-Construction Meeting. The Contract time shall commence upon the date of issuance of the Notice to Proceed.

#### **6-1.2 PROSECUTION OF THE WORK.** *Add the following:*

The Contractor shall protect the work area from nuisance and storm water flows which could have a negative impact on construction operations and/or delay the work. The Contractor shall employ temporary sandbags, pumps, conduit, and other means necessary to divert these water flows to protect the work area. Payment for protection of the work area from water flows shall be considered as included in the Contract Unit price for each item of the Bid and no additional compensation shall be allowed.

### **6-7 TIME OF COMPLETION.**

#### **6-7.1 General.** *Replace the entire subsection with the following:*

The Contractor shall diligently prosecute the work to completion before the expiration of 60 working days from the date of the Notice to Proceed.

#### **6-7.2 Working Day.** *Replace the entire subsection with the following:*

Work activities shall be confined to the hours between 7:00 a.m. and 4:30 p.m., Monday thru Friday, on the working days defined herein.

A working day is any day within the period between the date of the start of the Contract time as specified in 6-1 and the date of field acceptance of the Work by the Engineer, other than:

1. Saturday and Sunday.
2. January 1, 2016; January 18, 2016; February 15, 2016; May 30, 2016; July 4, 2016; September 5, 2016; November 10, 2016; November 24, 2016; November 25, 2016; December 22, 2016; December 26, 2016; December 29, 2016; and January 2, 2017.
3. Any day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association.
4. Any day the Contractor is prevented from working at the beginning of the workday for cause as specified in 6-6.1.

5. Any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as specified in 6-6.1.

**6-9 LIQUIDATED DAMAGES.** *Replace the third sentence of the first paragraph with the following:*

For each consecutive calendar day in excess of the time specified for the completion of Work in 6-7.1, as adjusted in accordance with 6-6, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$500.

*Replace the first sentence of the second paragraph with the following:*

Execution of the Contract shall constitute agreement by the Agency and Contractor that \$500 per pay is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time.

## **SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR**

### **7-2 LABOR.**

#### **7-2.2 Laws.** *Add the following:*

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.

### **7-3 Insurance.**

#### **7-3.2 Liability Insurance.** *Replace the second and third paragraphs with the following:*

The Contractor shall maintain coverage with the following minimum limits:

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;

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

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

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

Course of Construction: Complete value of the project.

**7-5 PERMITS.** *Replace the entire subsection with the following:*

City Business License. Within 10 working days of the award notification, the Contractor shall obtain a City of San Bernardino Business Registration from the City Clerk's Office, San Bernardino City Hall, 300 North "D" Street, 2<sup>nd</sup> Floor, San Bernardino, CA 92418. The Contractor shall pay all business taxes or license fees that are required for the Work.

City Permits. Within 10 working days of the award notification, the Contractor shall obtain all City of San Bernardino permits necessary to perform the Work. Permits shall be obtained at San Bernardino City Hall, 300 North "D" Street, 3<sup>rd</sup> Floor, San Bernardino, CA 92418. The Contractor shall be responsible for meeting all permit requirements including completion of applications and provision of applicable USA reference numbers. No fee for City of San Bernardino permits will be charged to the Contractor. Permits shall be kept in a readily available place on the work site at all times during construction.

Other Permits. Within 10 working days of the award notification, the Contractor shall obtain all necessary permits from all applicable entities, including but not limited to, the City of San Bernardino Municipal Water Department, the United State Army Corps of Engineers, the State of California Department of Fish and Game, the State Water Resources Control Board, the California Regional Water Quality Control Board (Santa Ana Region), the State of California Department of Industrial Relations, and the State of California Department of Transportation (Caltrans). Fees for these permits shall be paid by the Contractor.

**7-8 WORK SITE MAINTENANCE.**

**7-8.1 General.** *Replace the first sentence of the second paragraph with the following:*

The Contractor shall provide a self-loading motorized street sweeper equipped with a functional water spray system.

*Add the following to the subsection:*

The Contractor shall remove graffiti from all work site surfaces, including security fencing, on the day of occurrence.

The Contractor shall water down the site during periods of high wind

**7-8.2 Air Pollution Control.** *Add the following:*

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 down the site in a prompt manner will result in the City of San Bernardino making other arrangements to have this work done and the costs will be billed to the Contractor, or it shall be paid for by the Contractor as a deduction from his contract.

**7-8.3 Noise Control.** *Replace the entire subsection with the following:*

Sound control shall comply with Chapter 8.54 of the City of San Bernardino Municipal Code and these Special Provisions.

The noise level from the Contractor's operations between the hours of 9:00 p.m. and 6:00 a.m. shall not exceed 86 db at the distance of 50 feet. This requirement in no way relieves the Contractor from the responsibility of 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 warning except those required by safety laws for the protection of personnel.

## **7-8.6 WATER POLLUTION CONTROL.**

### **7-8.6.1 General.** *Add the following:*

The Contractor shall be responsible for having sufficient materials on hand and being prepared to provide erosion and sediment controls capable of preventing erosion from being washed into the storm drain system. The Contractor shall be responsible for maintaining equipment so that oil, grease, gasoline, diesel fuel, et al., do not contaminate areas subject to run-off. The Contractor and its Surety shall fully indemnify the CITY for any pollution damage and/or cleaning costs.

### **7-8.6.2 Best Management Practices (BMPs):** *Add the following:*

The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the County Regional Best Management Practices Handbook for Construction Activities.

### **7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP):** *Add the following:*

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 these specified BMP(s) or SWPPP.

## **7-9 Protection and Restoration of Existing Improvement:** *Add the following:*

The removal and restoration of existing improvements shall be in accordance with the following requirements:

1. In the event a portion of curb, gutter or monolithic curb and gutter is damaged by the Contractor's operations, a minimum of 10 feet of curb, gutter or curb and gutter shall be removed and replaced regardless of how short a length is damaged. The Contractor shall begin said 10-foot section, if possible, at an existing joint or scoring line. If said 10-foot section ends within 3 feet of an existing joint or scoring line, then the removal shall extend to said joint or scoring line.
2. If concrete cross gutter is damaged by the Contractor's operations, the cross gutter shall be removed in its entirety and replaced.
3. Concrete sidewalk shall be removed in its entirety between scoring lines or between scoring line and joint. Prior to removal, scoring lines shall be saw-cut.
4. If a concrete driveway is damaged and is a single monolithic structure, it shall be removed in its entirety and replaced.
5. If a concrete driveway is damaged and is monolithic with the sidewalk, it shall be set off from the sidewalk by a saw cut along the edge of the sidewalk. The driveway shall then be removed in its entirety and replaced.

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

The Contractor shall indemnify and save harmless the City of San Bernardino, and all officers and employees thereof connected with the work, in accordance with the above section.

**7-9.1 Restoration Landscape, Irrigation and Landscape Curb:** *Add the following subsection:*

Payment shall be paid for at the contract unit price as shown on the bid and shall include full compensation to complete the restoration of landscaping, irrigation and landscape curbing as directed by the Engineer.

**7-10 SAFETY.**

**7-10.4 Safety.**

**7-10.4.1 Work Site Safety.**

**7-10.4.1.2 Work Site Safety Official.** *Add the following:*

The Contractor will, through and with his Project Safety Official, ensure that all of its employees, and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Official 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.

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.

*Add the following subsection:*

**7-10.4.1.3 Meetings.**

- A. The Engineer shall have the authority to require that a mandatory safety meeting be held at any time during normal work hours.
- B. These meetings shall be attended by the Contractor, the Engineer or his/her designee, and any subcontractors specified by the Engineer.
- C. Meeting minutes will be taken, by the Engineer, his/her designee or the contractor. The responsible party will distribute the meeting minutes to all parties in this contract.

## **SECTION 9 – MEASUREMENT AND PAYMENT**

### **9-3 PAYMENT.**

#### **9-3.2 Partial and Final Payment.** *Add the following:*

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

#### **9-3.3 Delivered Materials.** *Replace the entire subsection with the following:*

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

#### **9-3.4 Mobilization.** *Replace the entire subsection with the following:*

When a bid item is included in the Bid for "MOBILIZATION", the costs of work in advance of construction operations and not directly attributable to any specific Bid item will be included in the progress estimate. When no such Bid item is provided, payment for such costs will be considered to be included in the payment for the various items of work.

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

1. Submittal and modification, as required, of the Construction Schedule.
2. Establishing work and storage areas.
3. Review of the Site.
4. Obtaining all required Transportation Permits.
5. Submittal of all required insurance certificates and bonds.
6. Moving personnel, equipment, materials, and incidentals to the Work Site.
7. Installing construction fencing and temporary construction power and wiring.
8. Establishing a minimum of one toilet facility and one washing station for each 20 employees or fraction thereof.
9. Establishing temporary utilities.
10. Establishing fire protection facilities.
11. Posting OSHA notices and establishing safety programs.
12. Posting Department of Labor notices.
13. Having the Contractor's representative available full time at the job site during work hours, and available 24 hours per day for emergency contact.
14. Establishing air and water quality protection measures.
15. Potholing and other research and review necessary to verify site conditions and underground utility locations.
16. Demobilization of the Site.

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

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

# **CONSTRUCTION MATERIALS**

The following sections of the Special Provisions supplement and amend the Standard Specifications for Public Works Construction 2015 Edition. As a reference convenience, these sections are arranged in a format that parallels the Standard Specifications.

## **SECTION 200 – ROCK MATERIALS**

### **200-2 UNTREATED BASE MATERIALS.**

**200-2.1 General.** *Replace the entire subsection with the following:*

Untreated base or sub-base shall be 3/4 inch Crushed Aggregate Base. All processing or blending of materials to meet the grading requirement shall be performed at the plant or source. The materials shall compact to a hard, firm, unyielding surface and shall remain stable when saturated with water.

## **SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS**

### **201-1 PORTLAND CEMENT CONCRETE**

#### **201-1.1 Requirements.**

**201-1.1.2 Concrete Specified by Class and Alternate Class.** *Replace the last sentence with the following:*

Portland cement concrete for all flatwork shall be class 560-C-3250, with a maximum slump of 4 inches.

## **SECTION 203 – BITUMINOUS MATERIALS**

### **203-6 ASPHALT CONCRETE.**

**203-6.1 General.** *Add the following:*

The performance Grade of asphalt concrete shall be PG 64-10. Where dense graded asphalt is being constructed in two or more layers, the asphalt concrete pavement for the base course shall be B-PG 64-10. Where dense graded asphalt is being constructed in a single layer, or for a finishing course or asphalt concrete overlay, the asphalt concrete pavement shall be C2-PG 64-10.

## **SECTION 211 – MATERIALS TEST**

**211-1 COMPACTION TEST** *Add the following:*

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

1. Tests which **do not meet** the required relative compaction shall be paid for by the Contractor, as a deduction from his contract. The Contractor shall pay the price at the same rate that the CITY is charged by the testing soils lab.
2. Tests which **do meet** the required relative compaction shall be paid for by the CITY.

# **CONSTRUCTION METHODS**

The following sections of the Special Provisions supplement and amend the Standard Specifications for Public Works Construction 2015 Edition. As a reference convenience, these sections are arranged in a format that parallels the Standard Specifications.

## **SECTION 300 – EARTHWORK**

### **300-1 CLEARING AND GRUBBING.**

#### **300-1.1 General.** *Add the following:*

In addition to the items specified in this subsection, clearing and grubbing shall include the removal and disposal of existing driveway approaches, curb, curb & gutter, curb ramps, curb returns, sidewalks, spandrels, bus pad, local depression and asphalt concrete pavement, as indicated on the Plans.

#### Tree Removal

Tree removal shall consist of removing those trees indicated on the Plans or as directed by the Engineer, including removal of any frames and grating as required, felling of tree, removal of all wood including the stump as described in Stump Removal in this section (unless otherwise designated), limbs and debris, and area cleanup.

#### Stump Removal

Stump removal shall consist of removing those stumps indicated on the Plans or as directed by the Engineer, by grinding the stump and associated roots to the diameter of the stump and a depth of 3 feet below the existing surface, removal of all wood (unless otherwise designated), limbs and debris, filling the hole with soil compacted to 90-percent relative compaction, and area cleanup.

#### Root Pruning

All grubbing required to place or replace walks, or other permanent facilities shall be limited to the minimum amount necessary to set forms and a depth of 12 inches below subgrade.

All roots greater than 2 inches in diameter shall be cut with sharp tool such as axe or chainsaw. No roots shall be broken off by trenching or other heavy equipment.

Significant Root Pruning (3 inch diameter or greater) shall be performed under the direct supervision of an ISA Certified Arborist in the Contractor's employ.

Payment for TREE REMOVAL shall be paid for at the contract unit price per each as shown on the bid.

Payment for STUMP REMOVAL shall be paid for at the contract unit price per each as shown on the bid.

Payment for ROOT PRUNING shall be paid for at the contract unit price per linear foot as shown on the bid, as measured parallel to the adjacent roadway.

### **300-1.3 Removal and Disposal of Materials.**

#### **300-1.3.1 General.** *Replace the entire subsection with the following:*

Objectionable materials removed by the Contractor during clearing and grubbing operations shall become the property of the Contractor and the Contractor shall be responsible for the lawful disposal of these materials, except as follows:

During removal of existing trees, the contractor shall collect any frames and grates to deliver to the City Yard at 234 South Mountain View Avenue, San Bernardino, CA 92408 during normal business hours. The Contractor shall notify the Operations and Maintenance Division at 909-384-5045 at least one working day prior to delivery.

### **300-1.3.2 Requirements.**

a) **Bituminous Pavement.** *Replace the second sentence with the following:*

Edges to be joined shall be saw cut to the full depth of the existing bituminous pavement.

**300-1.4 Payment.** *Add the following:*

The price for clearing and grubbing shall include saw cutting and removing of a 12" wide by 6" deep section of asphalt pavement and/or base (the slot cut) adjacent to all new curbs, curb and gutters, cross gutters and spandrels.

The cost of the "slot cut" repair as described in this subsection shall be considered as included in the price bid for the construction and installation of the item to which the pavement is incidental or appurtenant and no additional compensation will be allowed.

Slot cut repair shall be per city of San Bernardino Standard No. 310 or as directed by the Engineer.

### **301-2 UNTREATED BASE.**

**301-2.4 Measurement and Payment.** *Replace the first sentence with the following.*

Crushed aggregate base will be paid per the bid schedule, shall include but not be limited to furnishing, placing and compacting all the materials required under all asphalt concrete pavement and other flatwork in the project, per the plans, the Standard Specifications, these Special Provisions and as directed by the Engineer, and shall be considered as included in the Contract unit bid price paid per Ton, and no additional compensation will be allowed.

## **SECTION 302 – ROADWAY SURFACING**

### **302-5 ASPHALT CONCRETE PAVEMENT.**

**302-5.1 General.** *Add the following:*

In the reconstruction areas shown on the plans, the asphalt concrete pavement shall be per City of San Bernardino Standard No. 310 and as directed by the Engineer.

**302-5.9 Measurement and Payment.** *Add the following:*

STREET STRUCTURAL REPAIR shall be paid at the contract unit price per square foot as show in the bid. The material and labor required to comply with City of San Bernardino Standard No. 310 shall be considered as included in the contract unit price for STREET STRUCTURAL REPAIR and no additional compensation shall be allowed.

## **SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION**

### **303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.**

#### **303-5.1 Requirements.**

**303-5.1.1 General.** Second paragraph, first sentence replace “3 inches (75 mm)” with “ $3\frac{5}{8}$  inches (90 mm)”

**303-5.1.1 General.** *Add the following:*

PCC Curb. Curb shall be constructed in accordance with City of San Bernardino Standard Plan No. 200, Type A, per the plans and as directed by the Engineer, amended as follows:, modified to meet existing field conditions, the concrete class shall be 560-C-3250.

PCC Curb & Gutter. Curb & gutter shall be constructed in accordance with City of San Bernardino Standard Plan No. 200 Type B, per the plans and as directed by the Engineer, amended as follows: modified to meet existing field conditions, the concrete class shall be 560-C-3250.

PCC Sidewalk. Sidewalk shall be constructed in accordance with City of San Bernardino Standard Plan No. 202, Class A/B, per the plans and as directed by the Engineer, amended as follows: width and location shall be as indicated on the plans; the concrete class shall be 560-C-3250.

PCC Residential Driveway Approach. Approach shall be constructed in accordance with City of San Bernardino Standard Plan No. 203 Type 1, per the plans as directed by the Engineer, amended as follows: the concrete shall be 560-C-3250.

To meet ADA requirements, Contractor may be directed by the Engineer to remove and replace up to one panel of sidewalk, each side of each approach, with payment of the additional sidewalk covered separately under “PCC SIDEWALK” of these Special Provisions.

PCC Commercial Driveway Approach. Approach shall be constructed in accordance with City of San Bernardino Standard Plan No. 204 Type 1, per the plans as directed by the Engineer, amended as follows: the concrete shall be 560-C-3250.

To meet ADA requirements, Contractor may be directed by the Engineer to remove and replace up to one panel of sidewalk, each side of each approach, with payment of the additional sidewalk covered separately under “PCC SIDEWALK” of these Special Provisions.

PCC Commercial Driveway By-pass. By-pass shall be constructed in accordance with City of San Bernardino Standard Plan No. 204 Type 1, per the plans, and as directed by the Engineer, amended as follows: location shall be as indicated on the plans, the concrete class shall be 560-C-3250.

Commercial Driveway By-Pass shall be constructed to an existing driveway approach (joining with but not replacing the driveway approach).

To meet ADA requirements, Contractor may be directed by the Engineer to remove and replace up to one panel of sidewalk, each side of each approach, with payment of the additional sidewalk covered separately under “PCC SIDEWALK” of these Special Provisions.

PCC Curb Ramp. Portland cement concrete curb ramp shall be constructed in accordance with SPPWC Standard Plan 111-5, per plan, and as directed by the Engineer, amended as follows: the concrete shall be 560-C-3250.

It is the Contractor's responsibility to verify ramp-type selection and geometrics, with concurrence from the Engineer, at every curb ramp location, before proceeding to remove existing improvements. No removals shall be done until it has been determined by the Contractor that a curb ramp can be installed that will meet all ADA requirements and Standard Plans for Public Works Construction (SPPWC) Standard Plan 111-5. Corner record transit ties shall be performed and recorded prior to existing removals.

The Contractor shall be responsible for modifying traffic signal and highway lighting conduit and conductors when adjusting pull boxes in curb ramp areas. Adjustments to pull boxes may be adjusting to grade, or translational (relocations) within the allowable conduit slack for each interfering pull box. Contractor shall be responsible for replacement of any pull boxes and/or pull box covers damaged prior to and/or during construction. Contractor shall also protect in place all utility poles, traffic signal poles and their foundations, pole mounted traffic signal pushbuttons and their foundations, and traffic signal controller boxes and their foundations, including forming concrete surrounding their foundations, when such foundations are within the area of placement of a new access ramp.

For purposes of measurement and payment, PCC Curb Ramp limits are considered as being within the ECR to BCR area. To meet ADA requirements, Contractor may be directed by the Engineer to remove and replace panel(s) of sidewalk, one or both approaches to each curb ramp. When said replacement panel(s) are within the ECR to BCR corner area, payment for the sidewalk panel(s) beyond the ECR to BCR area, shall be covered and paid separately under "PCC SIDEWALK" of these Special Provisions. Additionally, Contractor may be directed by the Engineer to remove and replace segment(s) of curb and gutter, one or both approaches to each curb ramp. When said replacement segment(s) are within the ECR to BCR corner area, payment for the curb and gutter segment(s) are considered as part of the PCC Curb Ramp cost. Any portions of replaced curb and gutter segment(s) beyond the ECR to BCR corner area shall be covered and paid separately under "PCC CURB AND GUTTER, of these Special Provisions. Where gutter is not present, this shall apply equally to PCC CURB only work associated with PCC Curb Ramps as well.

Modify Existing PCC Curb Ramp. Ramp shall be modified in accordance with SPPWC Standard Plan 111-5. Where noted on plans, Contractor shall grind the lip at the bottom of existing curb ramps, flush with the existing PCC gutter flow line, for the full 4' width of the bottom of the ramp, and/or install minimum 3' X 4' detectable warning surface pads, per the plans, these Special Provisions, and as directed by the Engineer.

It is the Contractor's responsibility to verify that the existing curb ramp can be modified to meet current ADA requirements, prior to initiating work on the existing curb ramps. There will be no payment of any kind for modified curb ramps that do not meet current ADA Standards and SPPWC STD 111-5.

Grind PCC Sidewalk Surfaces This work shall consist of grinding existing PCC sidewalk in accordance with CalDag FIG. CD-8D, at locations per the plans and as directed by the Engineer.

The Contractor shall remove and dispose of all residues from ground surfaces in a manner and at a location to satisfy environmental regulations. Residue will not be allowed to encroach onto private property or enter into closed drainage systems.

Payment shall be paid at the contract unit price per linear foot as shown in the bid, measured at a right angle or parallel to the adjacent street, whichever is greater for each grind.

All above-referenced Standard Plans are included in the APPENDIX and made a part of these Special Provisions by reference. All work shall conform to the above standards to the extent feasible; however, emphasis shall be given to matching dimensions of adjoining improvements, subject to concurrence of the Engineer

Adjust Pull Box / Utility Cover To Grade City utility pull box (TS, ST LT), WM and WV covers within the sidewalk and driveway construction areas shall be adjusted to grade.

Payment shall be paid at the contract unit price per each as shown in the bid.

## **SECTION 304 – METAL FABRICATION AND CONSTRUCTION**

**304-5 ROADSIDE SIGNS** *Add the following subsection:*

**304-5.1 General.** *Add the following:*

Roadside signs shall be installed in accordance with City of San Bernardino Standard Plan No. 504.

### Relocate Sign

Payment for removal and relocation of roadside signs shall be paid at the contract unit price as shown on the bid.

### Reset Chain Link Fence/Gate

Payment for resetting chain link fence/gate shall be considered as included in the price bid for the construction and installation of the item to which it is incidental or appurtenant and no additional compensation will be allowed.

# **TEMPORARY TRAFFIC CONTROL**

## **SECTION 600–ACCESS**

### **600-2 Vehicular Access.** *Add the following:*

The Contractor shall not close more than two (2) traffic lanes at a time. Traffic lane closures shall conform to the requirements of the approved Traffic Control Plan. Traffic lane closures shall only be permitted between the hours of 8:00 a.m. and 4:00 p.m. on designated working days during times of active construction operations. Traffic shall be permitted to pass through the Work site, unless otherwise shown on the Traffic Control Plan.

Arterial and secondary streets shall not have the travel lanes closed during rush hours 7:00 a.m. to 8:30 a.m. and 4:30 p.m. to 6:00 p.m., unless approved by the Engineer.

### **600-3 Pedestrian Access.** *Replace with the following:*

Safe, adequate, and ADA compliant pedestrian access shall be maintained unless otherwise approved by the Engineer.

## **SECTION 601–WORK AREA TRAFFIC CONTROL**

### **601-1 General.** *Replace the entire subsection with the following:*

Work area traffic control shall conform to the most recent "California Manual of Uniform Traffic Control Devices".

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

### **601-2 Traffic Control Plan (TCP).** *Replace the 1st sentence with the following:*

The Contractor shall prepare Traffic Control Plans depicting the layouts, methods, and devices that will be used to satisfy the requirements of subsections 600-2 and 601-1 of these special provisions in accordance with 2-5.3. Traffic Control Plans shall be provided for each phase of the Work. At the Pre-Construction Meeting, the Contractor shall submit two copies of the Traffic Control Plans to the Engineer for approval. The Contractor shall incorporate into the Traffic Control Plans any modifications requested by the Engineer.

The Traffic Control Plans shall be based on the most recent "California Manual of Uniform Traffic Control Devices".

### **601-3 Payment.** *Replace the entire subsection with the following:*

Payment for work area traffic control and preparation of the Traffic Control Plan shall be included in the lump sum bid price for Traffic Control.

## **PART 7 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS**

### **SECTION 700 – MATERIALS**

**700-3.7 Pull Boxes.** *Replace the first sentence of the subsection with the following:*

Pull boxes and covers shall be size No. 5 constructed of portland cement concrete in accordance with SPPWC Standard Plan No. 405-1. Pull boxes shall be constructed with vandal resistant pull box inserts manufactured by McCain ([www.mccain-inc.com](http://www.mccain-inc.com)) or approved equal. Pull box covers shall be cast with the following identifications: "TRAFFIC SIGNAL", "STREET LIGHTING HIGH VOLTAGE".

### **SECTION 701 – CONSTRUCTION**

#### **701-11 Pull Boxes**

**701-1.1 General.** Add the following to the subsection:

Existing Street Light Pull boxes within the sidewalk reconstruction areas which may not be shown on plans shall be raised or lowered to match new sidewalk surface elevations, as directed by the Engineer.

The contractor shall either bring the pull box into conformance with 700-3.7 or cover over the pull box with cement as directed by the Engineer.

Pull boxes damaged during the course of construction shall be replaced at contractor's expense per 700-3.7.

# **APPENDIX**

**STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS**

**APPRENTICESHIP PROGRAM  
FOR PUBLIC WORKS CONSTRUCTION**

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# Welcome to the California DEPARTMENT OF INDUSTRIAL RELATIONS

## Apprenticeship programs information guide

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[Description of apprenticeship](#)

[Qualifications for apprenticeship](#)

[How apprenticeship programs operate](#)

[Steps an applicant should take](#)

[Apprenticeship video - "California's Best Kept Secret"](#)

### Description of apprenticeship

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

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

### Qualifications for apprenticeship

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

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

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

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

### How apprenticeship programs operate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 215 provides in part:

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

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

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

## Implementing the Plan.

### **Steps an applicant should take**

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

**CITY OF SAN BERNARDINO**

**STANDARD PLANS**

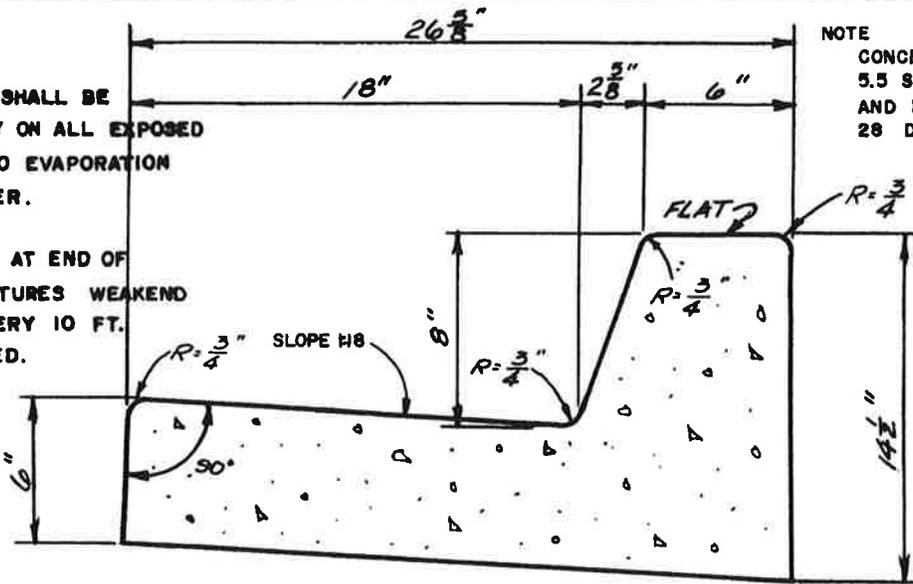
**GENERAL NOTES:**

CURING COMPOUND SHALL BE SPRAYED UNIFORMLY ON ALL EXPOSED SURFACES PRIOR TO EVAPORATION OF SURFACE WATER.

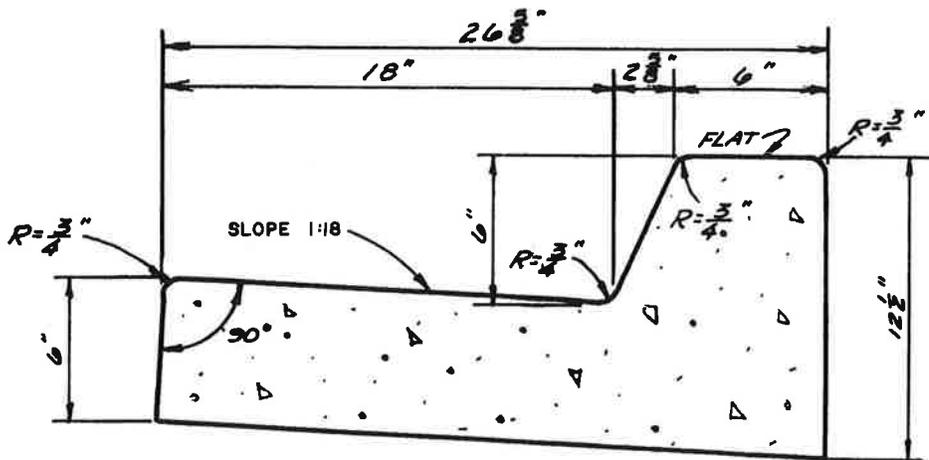
EXPANSION JOINTS AT END OF RETURNS & STRUCTURES WEAKEND PLANE JOINTS EVERY 10 FT. OR AS INSTRUCTED.

**NOTE**

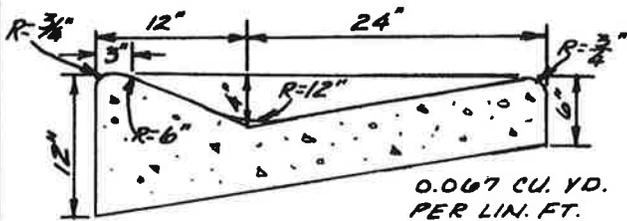
CONCRETE MUST BE AT LEAST 5.5 SACK MIX (520-C-2500) AND HOLD 2500 P.S.I. IN 28 DAYS.



**TYPE "B" P.C.C. CURB & GUTTER**

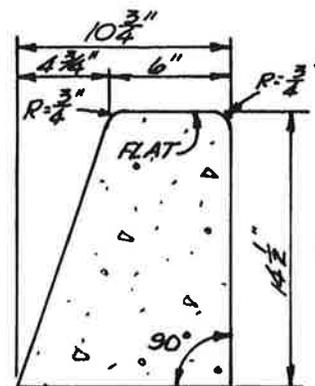


**TYPE "C" P.C.C. CURB & GUTTER**  
(LOCAL STREETS WHEN APPROVED BY THE ENGINEER)



**TYPICAL SECTION  
ROLLED CURB**

(ONLY FOR SPECIAL APPLICATIONS AS APPROVED BY THE CITY ENGINEER)



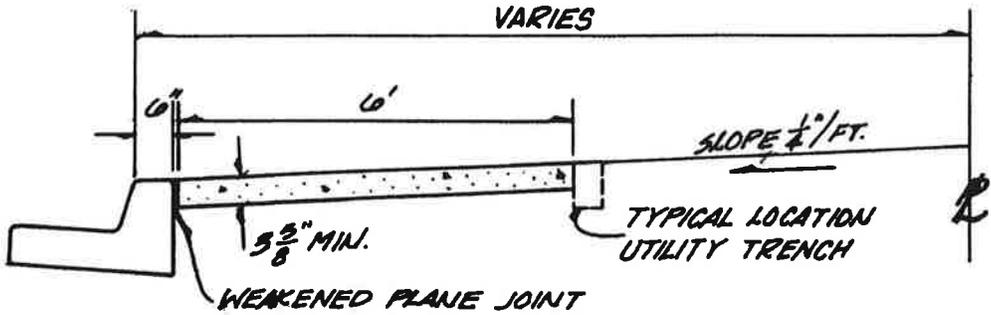
**TYPE "A"  
P.C.C. CURB**

CITY OF SAN BERARDINO-PUBLIC WORKS DEPT.  
TYPICAL SECTION-  
P.C.C. CURB & GUTTER

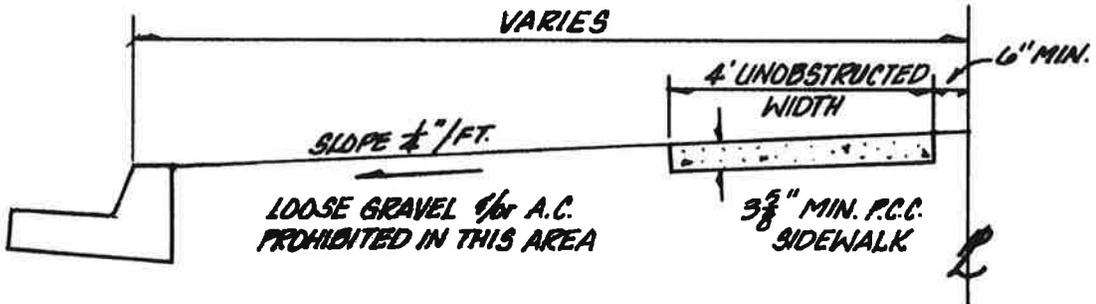
APPROVED:  
May 27 1982  
*[Signature]*  
CITY ENGINEER

STANDARD  
PLAN  
**200**

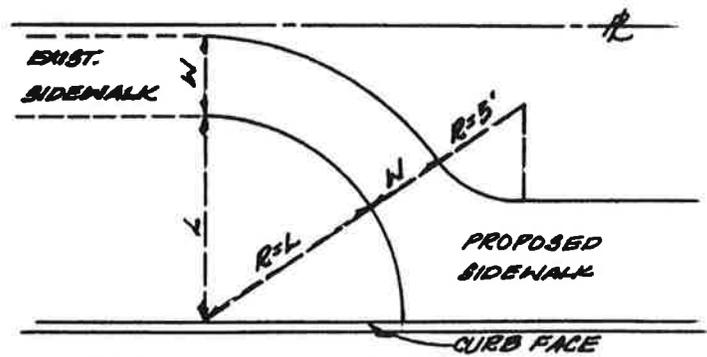
REV. #	REVISION	APPROV.	DATE
1	CHANGED TO WEAKENED JOINT		5-4-83



**CASE "A"**  
PREFERRED SIDEWALK LOCATION



**CASE "B"**  
MAY BE USED: 1.) WHEN FRONTAGE IS LESS THAN 100' AND SAME SECTION EXISTS ON BOTH SIDES OF LOT.  
2.) FOR MEANDERING SIDEWALKS.



TYPICAL SIDEWALK TRANSITION

**GENERAL NOTES:**

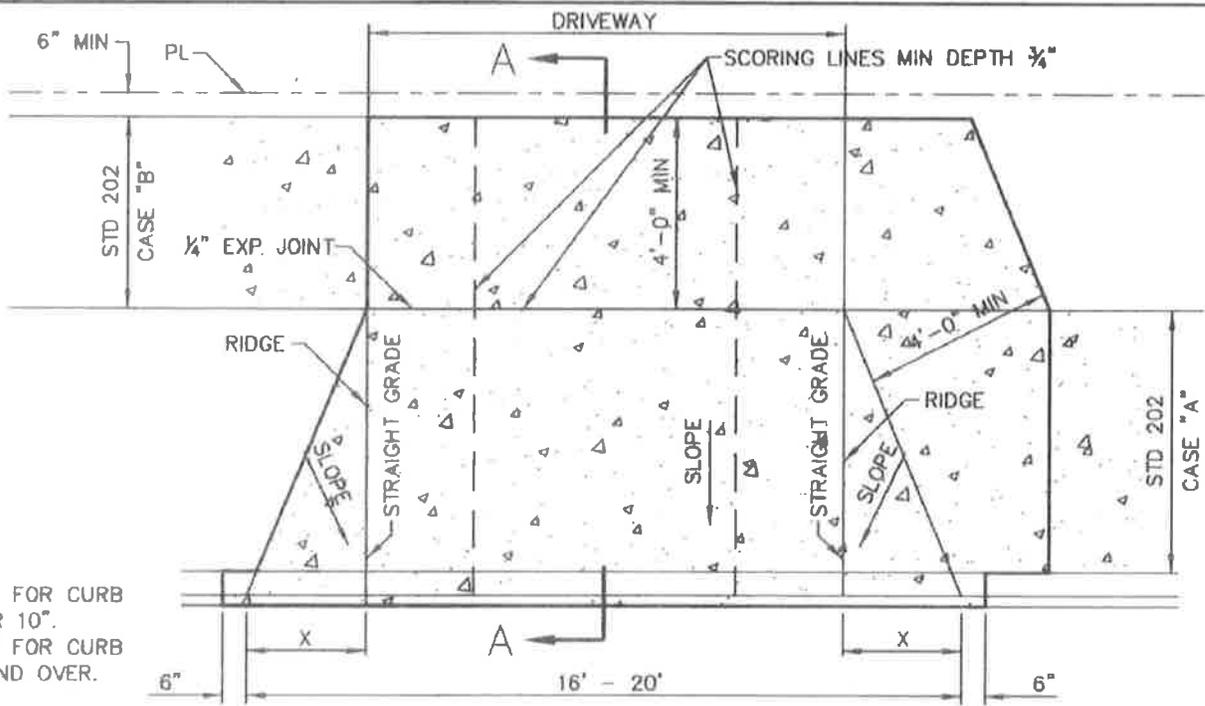
- 1.) CONCRETE CLASS - 320-C-2500
- 2.) WEAKENED PLANE JOINTS TO MATCH CURB JOINT AS DIRECTED BY THE ENGINEER.
- 3.) CURING COMPOUND SHALL BE SPRAYED UNIFORMLY ON ALL EXPOSED SURFACES PRIOR TO THE EVAPORATION OF SURFACE WATER.

CITY OF SAN BERNARDINO PUBLIC WORKS DEPT.

**SIDEWALK LOCATION**

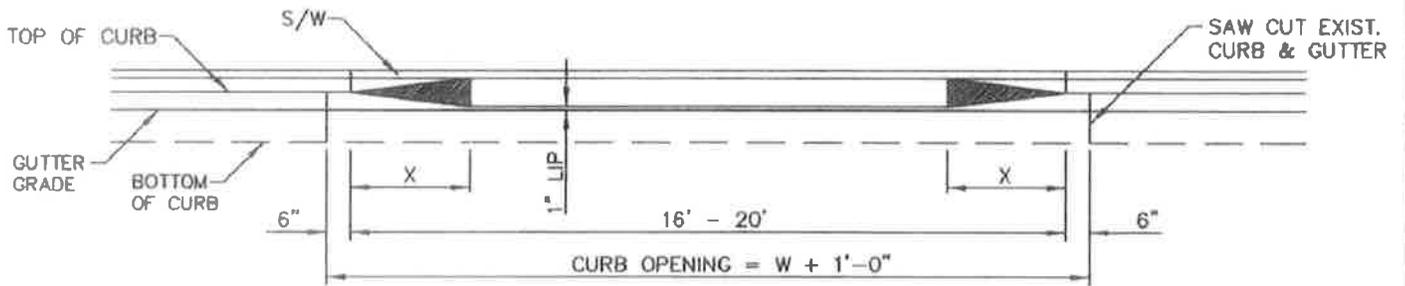
APPROVED \_\_\_\_\_, 1983  
DIR. OF PUBLIC WORKS / CITY ENGINEER

STANDARD PLAN  
**202**



X=2'-6" FOR CURB UNDER 10".  
 X=3'-0" FOR CURB 10" AND OVER.

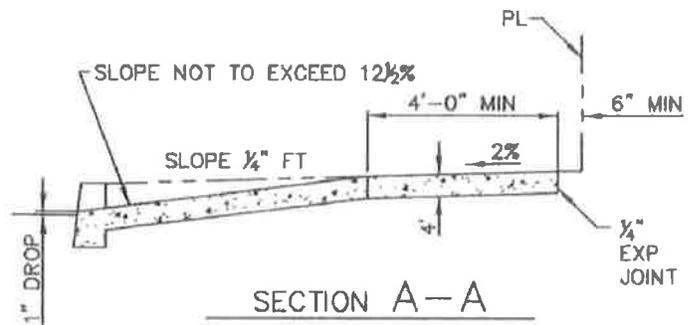
PLAN



ELEVATION

**NOTES:**

1. CONCRETE CLASS 520-C-2500.
2. WEAKENED PLANE JOINTS TO MATCH CURB JOINT AS DIRECTED BY THE ENGINEER.
3. CURING COMPOUND SHALL BE SPRAYED UNIFORMLY ON ALL EXPOSED SURFACES PRIOR TO THE EVAPORATION OF SURFACE WATER.
4. SCORING LINES TO BE PLACED PRIOR TO EVAPORATION OF SURFACE WATER.
5. SUBGRADE SHALL BE COMPACTED TO A MINIMUM 90% RELATIVE COMPACTION.



SECTION A-A

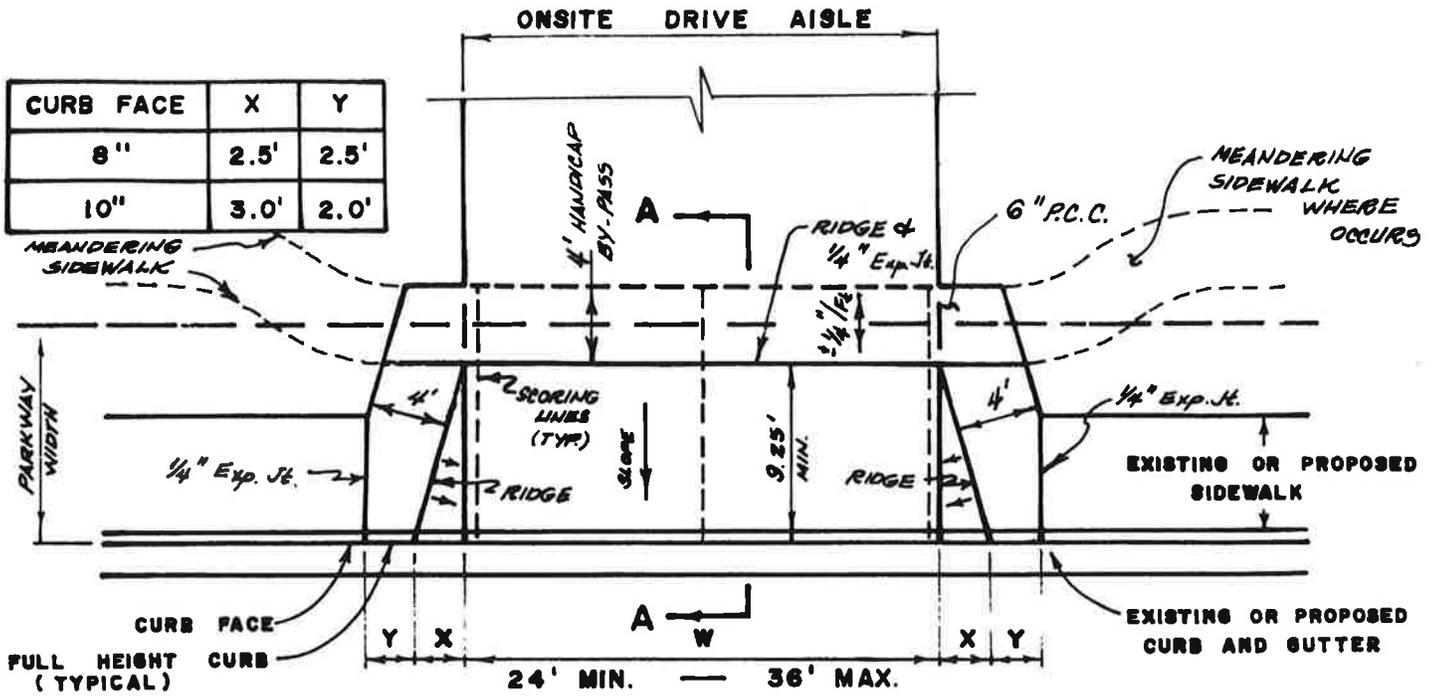
5	UPDATED, REVISED & REDRAWN STD	oPc	8/22/2007
NO.	REVISION	BY	DATE APPROVED

**CITY OF SAN BERNARDINO**  
 DEVELOPMENT SERVICES-PUBLIC WORKS/ENGINEERING  
**RESIDENTIAL DRIVEWAY APPROACH**

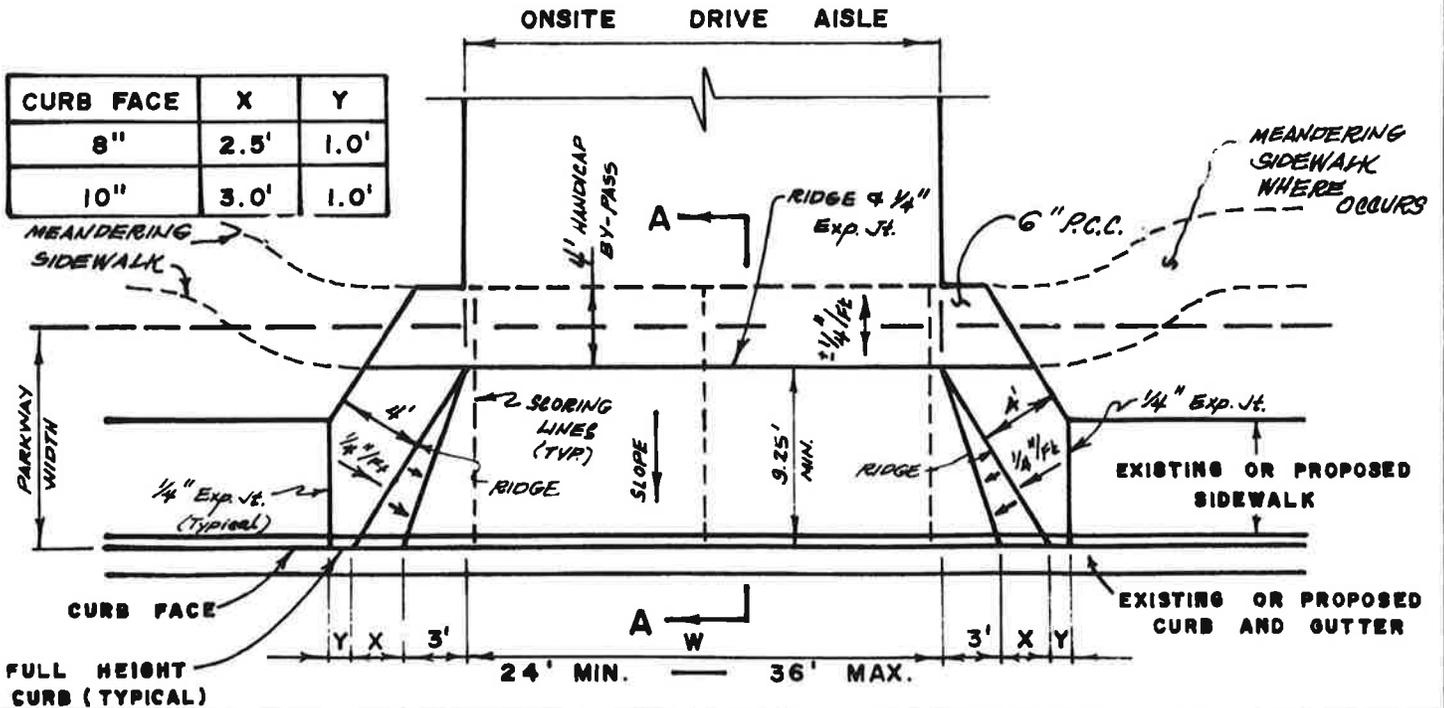
APPROVED *0-24-07*  
*Mark Sauter*  
 CITY ENGINEER

STANDARD NO.  
**203**  
 1 OF 1

# TYPE I PLAN



# TYPE II PLAN



CITY OF SAN BERNARDINO / PUBLIC WORKS DEPARTMENT

APPROVED: 12-29, 1986

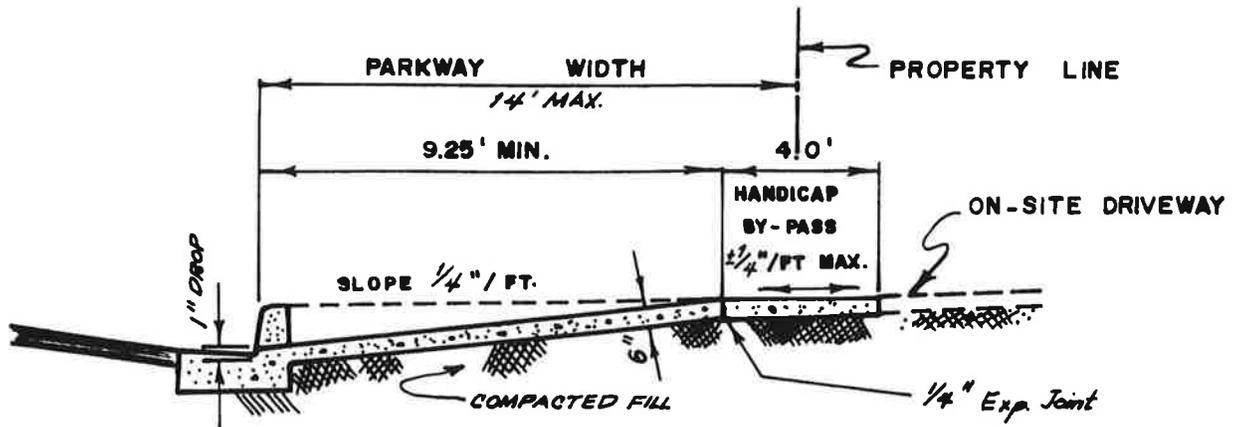
STANDARD

COMMERCIAL DRIVEWAY APPROACH

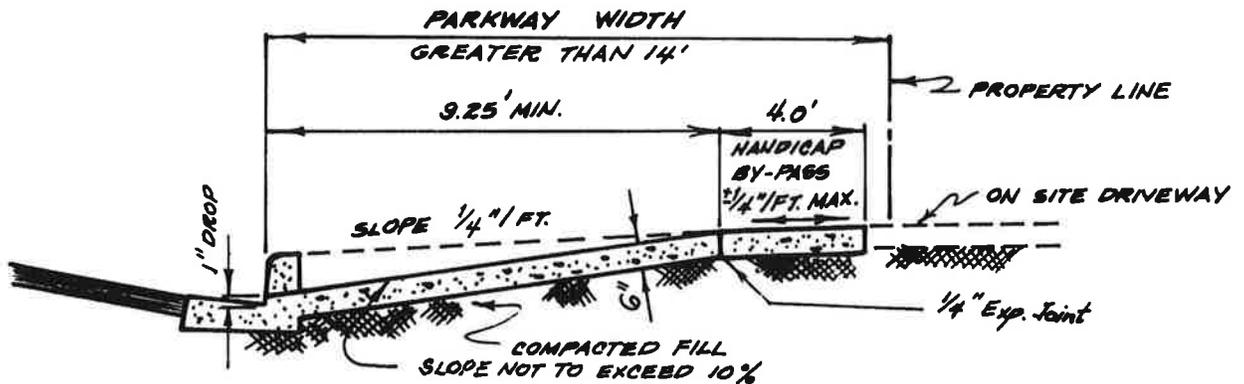
*Don S. Park*  
CITY ENGINEER

PLAN  
204

SHEET 1 OF 2 SHEETS



**SECTION A-A**  
(FOR PARKWAYS 14' OR LESS)



**SECTION A-A**  
(FOR PARKWAYS GREATER THAN 14')

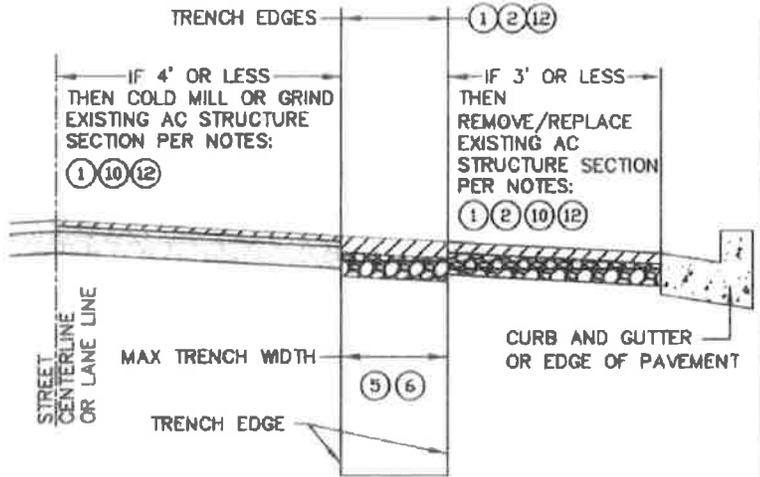
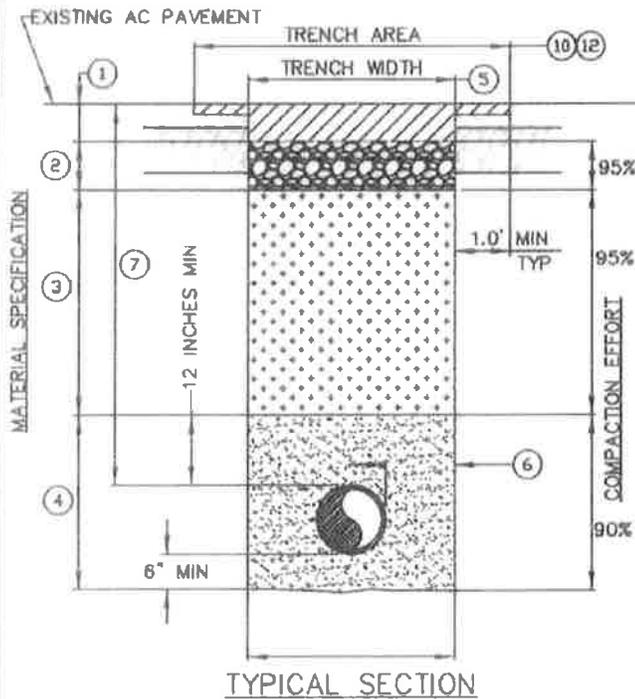
**NOTES:**

1. SCORING LINES SHALL BE EQUALLY SPACED AT 10'-O.C. MAXIMUM. THEY SHALL BE 3/4" DEEP AND SHALL BE PLACED PRIOR TO LOSS OF FREE WATER.
2. THE 4'-WIDE HANDICAP BY-PASS SHALL BE FREE OF OBSTRUCTIONS AND SHALL SLOPE NO MORE THAN 1/4" PER FOOT.
3. DRIVEWAY APPROACH SHALL BE CONCRETE 520-C-2500 UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
4. IN INDUSTRIAL OR COMMERCIAL AREAS WHERE THE REQUIREMENT FOR SIDEWALK HAS BEEN WAIVED, THE 4'-WIDE HANDICAP BY-PASS SHALL BE DELETED.
5. TYPE II APPROACH SHALL BE USED TO FACILITATE INGRESS/EGRESS ON HIGH SPEED/HIGH VOLUME STREETS (35 MPH OR GREATER) WHERE DIRECTED BY THE CITY ENGINEER.

CITY OF SAN BERNARDINO/PUBLIC WORKS DEPARTMENT  
**COMMERCIAL DRIVEWAY APPROACH**

APPROVED 12-29, 1986  
*Dan S. [Signature]*  
CITY ENGINEER

STANDARD  
PLAN  
204  
SHEET 2 OF 2 SHEETS



**PAVEMENT REPLACEMENT LIMITS**

**GENERAL RIGHT-OF-WAY TRENCH NOTES: OR AS DIRECTED BY THE ENGINEER**

- ① ASPHALT PATCH THICKNESS SHALL BE 3 INCHES MINIMUM OR 1" GREATER THAN EXISTING AC, WHICHEVER IS GREATER. TRENCH WIDTH SHALL BE BY SAW CUT ONLY. ASPHALT PATCH MAY BE ELIMINATED OUTSIDE THE ROADWAY PRISM. COLD MILL OR GRIND EXISTING ASPHALT CONCRETE PAVEMENT TO A DEPTH OF 0.15' WITHIN THE TRENCH AREA AND TO AT LEAST 1.0' BEYOND THE EDGES OF THE TRENCH, OR REMOVE FULL DEPTH OF ASPHALT CONCRETE SECTION WITHIN THE SAME LIMITS. MORATORIUM STREETS: WHEN TRENCH CUTS HAVE BEEN AUTHORIZED FOR NEW STREETS OR FULL REHABILITATED STREETS WITHIN THE LAST 5 YEARS, GRINDING SHALL BE EXTENDED TO THE FULL TRAFFIC LANE, FOR STREETS THAT HAVE BEEN SEAL COATED WITHIN THE LAST 3 YEARS, THE TRENCH AREA SURFACE SHALL BE SEAL COATED WITH SIMILAR MATERIAL TO THE REST OF THE STREET. ANY TRENCH CUTS WITHIN THE SAME AREA LESS THAN ONE (1) YEAR OLD ARE CONSIDERED MULTIPLE CUTS. MULTIPLE CUTS WITHIN 100' OF EACH OTHER MADE BY THE SAME ENTITY SHALL BE REQUIRED TO GRIND AND OVERLAY 0.15' FOR THE FULL LANE WIDTH BETWEEN CUTS AND INCLUDING THE CUTS. EXISTING CONCRETE ROADWAYS SHALL BE REPLACED WITH CLASS 520-C-2500 CONCRETE OF EQUAL THICKNESS COLD JOINT TO COLD JOINT IN ACCORDANCE WITH GREENBOOK SECTION 201-1.12 AND INSTALLED IN ACCORDANCE WITH STANDARD PLAN 132-1 OF THE AMERICAN PUBLIC WORKS ASSOCIATION STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.
- ② ROAD BASE: CRUSHED AGGREGATE BASE (GREENBOOK SECTION 200-2.2) 4 INCHES OR MATCH EXISTING SECTION, WHICHEVER IS GREATER, 95% DENSITY, PLACED IN MAXIMUM 4 INCH LIFTS. EXISTING CONCRETE ENCOUNTERED BENEATH THE ASPHALT PAVEMENT ROADWAY SHALL BE COMPLETELY REMOVED AND REPLACED WITH CRUSHED AGGREGATE BASE (GREEN BOOK SECTION 200-2.2) TO A THICKNESS EQUAL TO THAT OF THE CONCRETE REMOVED.
- ③ TRENCH BACKFILL: SELECT BACKFILL, 95% DENSITY, PLACED IN 8 INCH LIFTS. IF TRENCH IS LOCATED OUTSIDE THE ROADWAY PRISM, SELECT BACKFILL MAY BE PLACED TO FINISH GRADE AT 90% DENSITY.
- ④ PIPE ZONE: SAND (SE 30) OR GREATER, JETTED, PER SECTION 306-1.3 (GREENBOOK), OR PLACED MECHANICALLY TO 90% DENSITY. LOCATIONS SHALL BE CLEARLY SHOWN ON THE PLANS.
- ⑤ MINIMUM TRENCH WIDTH SHALL BE THE PIPE DIAMETER PLUS 2 FEET FOR ALL PIPE DIAMETERS. PIPE SHALL BE CENTERED IN THE TRENCH. TRENCH WIDTHS SHALL ALLOW PLACEMENT AND COMPACTION OF BACKFILL MATERIAL.
- ⑥ MAXIMUM DISTANCE BETWEEN PIPE WALL AND TRENCH WALL SHALL BE 18".
- ⑦ MINIMUM COVER IS REFERENCED TO FUTURE FINISHED FINAL GRADES UNLESS OTHERWISE SHOWN ON PROFILE DRAWINGS (36" MIN).
- ⑧ SUPPORT PIPE WITH SANDBAGS AND SPOT LOAD PIPE AS REQUIRED DURING INSTALLATION OF CLSM IN PIPE ZONE AND PIPE BEDDING AREAS.
- ⑨ DIAGONAL PAVEMENT REPLACEMENT IS NOT PERMITTED.
- ⑩ ANY TRENCH CUTS WITHIN 4' FROM THE EDGE OF PAVEMENT, LANE LINE, CURB OR GUTTER SHALL HAVE THE PAVEMENT PATCH EXTENDED TO THE EDGE OF PAVEMENT, LANE LINE, CURB OR GUTTER.
- ⑪ NO FLOATER LESS THAN 3'-0" ALLOWED.
- ⑫ PATCH MATERIAL SHALL BE LIKE IN KIND.

2	UPDATED, REVISED & REDRAWN STD	cPa	10/14/2008
NO.	REVISION	BY	DATE APPROVED

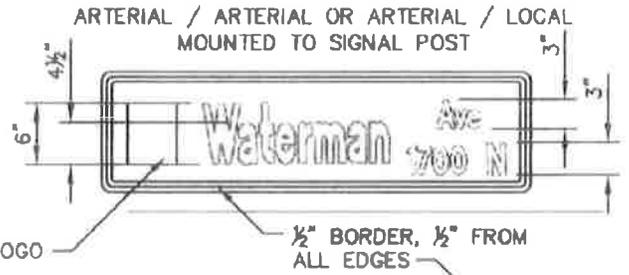
**CITY OF SAN BERNARDINO**  
 DEVELOPMENT SERVICES~PUBLIC WORKS/ENGINEERING  
 TYPICAL DETAIL  
 RESTORATION PERMANENT  
 SURFACING/TRENCHING

APPROVED *[Signature]* 10/14/08  
 CITY ENGINEER

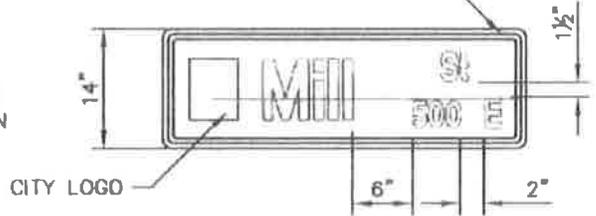
STANDARD  
 NO.  
**310**  
 1 OF 1

**ABBREVIATIONS**

Avenue	=Ave
Alley	=Alley
Boulevard	=Blvd
Center	=Ctr
Circle	=Cr
Court	=Ct
Drive	=Dr
Highway	=Hwy
Lane	=Ln
Place	=Pl
Parkway	=Prkwy
Road	=Rd
State Route	=Rte
Street	=St
Trall	=Tr
Way	=Way

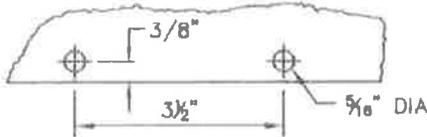
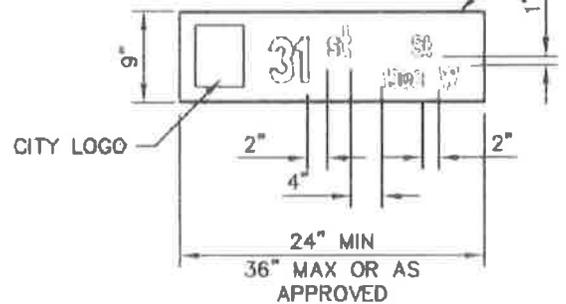
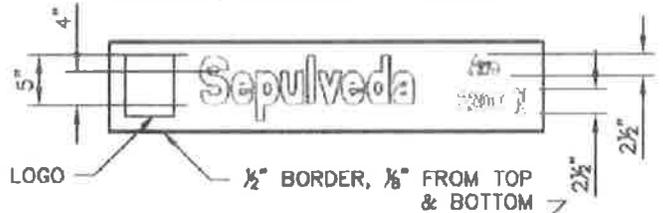


**14" BLADE (SIGNALIZED) INTERSECTION**



**ARTERIAL / ARTERIAL OR ARTERIAL / LOCAL**

**9" BLADE (UNSIGNALIZED) INTERSECTION**



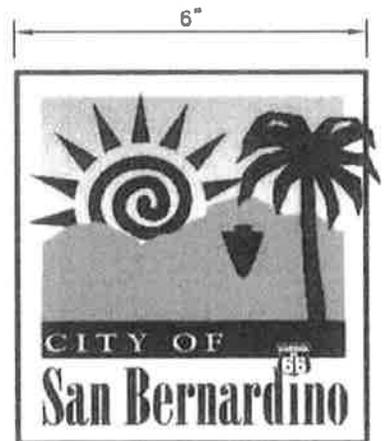
**SIGN BLADE MOUNTING HOLE PATTERN**

**NOTE:**

STREET NAME & NUMBER SHALL BE CENTERED BOTH VERT & HORIZ (WITH 2 1/4" CLEAR ON ENDS) ON SIGN BLADE.  
MIN LETTER SPACING = 75% (F.H.W.A. STANDARD)

(9") SIGN BLADE SHALL BE 8 GAUGE (.128) FLAT ALUMINUM ALLOY WITH DOUBLE FACE FINISH WHITE LETTERS & BORDER ON GREEN BACKGROUND. SIGN BLADE SHALL BE FABRICATED USING HIGH INTENSITY REFLECTIVE SHEETING AND PERIMAN OVERLAY. (SEE SHT 2 FOR INSTALLATION).

(14") (18") SIGN BLADE SHALL BE 8 GAUGE (.128) FLAT ALUMINUM ALLOY SINGLE FACED WITH WHITE LETTERS & BORDER ON GREEN BACKGROUND. SIGN BLADE SHALL BE FABRICATED USING HIGH INTENSITY REFLECTIVE SHEETING AND PERIMAN OVERLAY. (SEE SHT 4 FOR INSTALLATION).



**DETAIL CITY LOGO**

1 UPDATED, REVISED & REDRAWN STD cPo 11/8/2007  
NO. REVISION BY DATE APPROVED

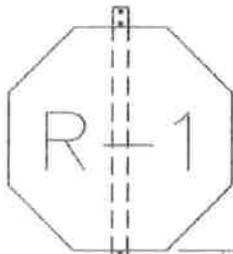
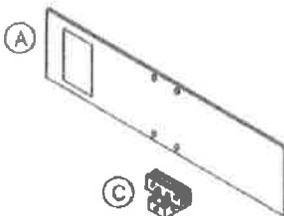
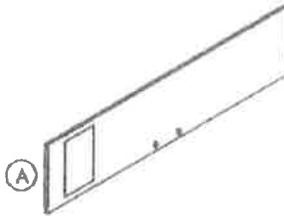
**CITY OF SAN BERNARDINO**  
DEVELOPMENT SERVICES~PUBLIC WORKS/ENGINEERING

**STREET NAME SIGN**

APPROVED *NOV. 6, 2007*  
*[Signature]*  
CITY ENGINEER

STANDARD NO. **504**  
1 OF 5

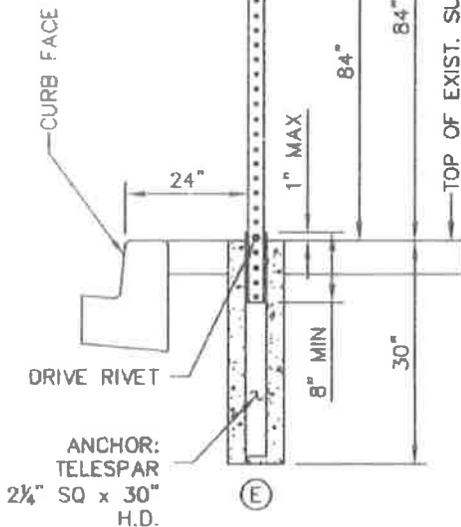
9"  
BLADE  
(UNSIGNALIZED)  
INTERSECTION



- (A) ATTACH SIGN BLADES TO SIGNAL POLE AT 96" FROM SIDEWALK USING BRACES WHEN SIGN BLADE IS 36" OR LONGER IN LENGTH.
- (B) SIGN-TO-SIGN BRACKET; TELES PAR 514TCF200 (FOR SIGNS UP TO 18" LG), TELES PAR 120TCX200 (FOR SIGNS OVER 18" LG). .280" WIDE SLOT, VANDAL-PRUF BOLTS 2NVPA12.
- (C) POST-TO-SIGN BRACKET; SUPR-LOK 2N97 SQX2. .280" WIDE SLOT, VANDAL PRUF BOLTS 2NVPA12.
- (D) SIGNPOST; TELES PAR 2' SQ 12 GA. HELD TO A 2 1/4" SQ x 30" 30 GA. H.D. ANCHOR.
- (E) FOUNDATION; PORTLAND CONCRETE CLASS 500-C-2500 MAX SLUMP=5".

**NOTE:**

USE ZUMAR INDUSTRIES  
(OR APPROVED EQUAL).



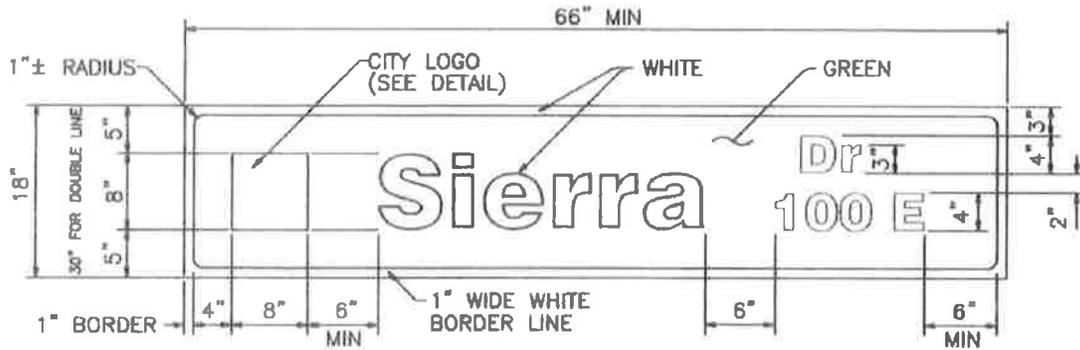
1	UPDATED, REVISED & REDRAWN STD	cPc	11/8/2007
NO.	REVISION	BY	DATE APPROVED

**CITY OF SAN BERNARDINO**  
DEVELOPMENT SERVICES~PUBLIC WORKS/ENGINEERING  
**STREET NAME SIGN**

APPROVED *Nov. 6, 2007*

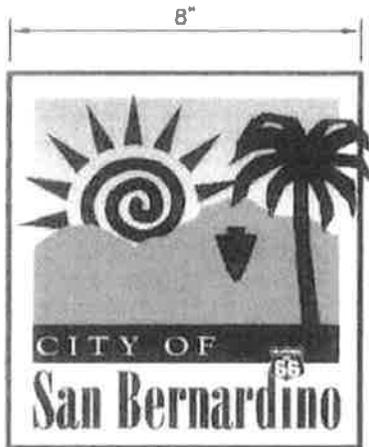
*[Signature]*  
CITY ENGINEER

STANDARD NO.  
**504**  
2 OF 5



NON-ILLUMINATED  
STREET NAME SIGN DETAIL  
FOR MAST ARM INSTALLATION

NTS



DETAIL  
CITY LOGO

NTS

NOTE:

1. SEE SPECIFIC ENGINEERING PLAN FOR PROPER SIGN NOMENCLATURE.
2. FULL-SIZE LAYOUTS OF EACH SIGN LEGEND SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO FABRICATION.
3. SEE SHT 1 OF 5 FOR MATERIAL REQUIREMENTS.
4. SEE SHT 4 OF 5 FOR APPROPRIATE INSTALLATION.

1	UPDATED, REVISED & REDRAWN STD	dPc	11/8/2007		
NO.	REVISION	BY	DATE	APPROVED	

**CITY OF SAN BERNARDINO**  
DEVELOPMENT SERVICES~PUBLIC WORKS/ENGINEERING

**STREET NAME SIGN**

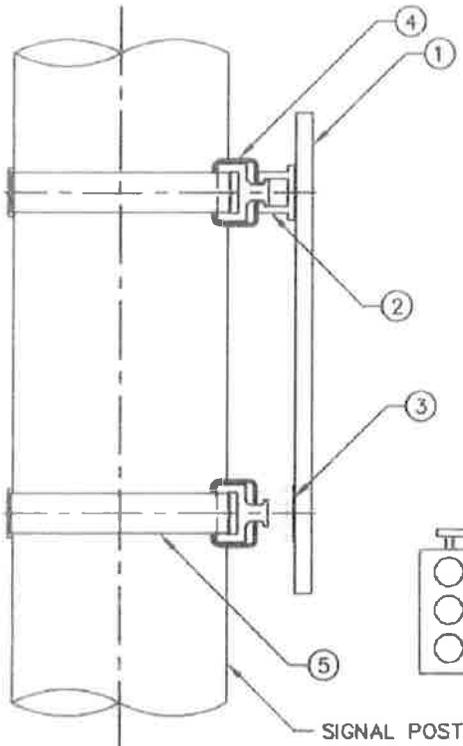
APPROVED Nov. 6, 2007

*[Signature]*  
CITY ENGINEER

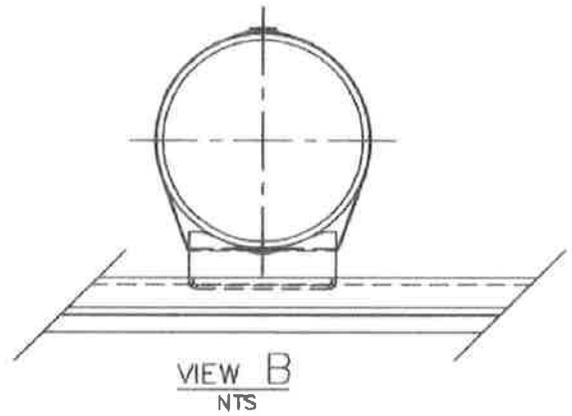
STANDARD  
NO.

**504**

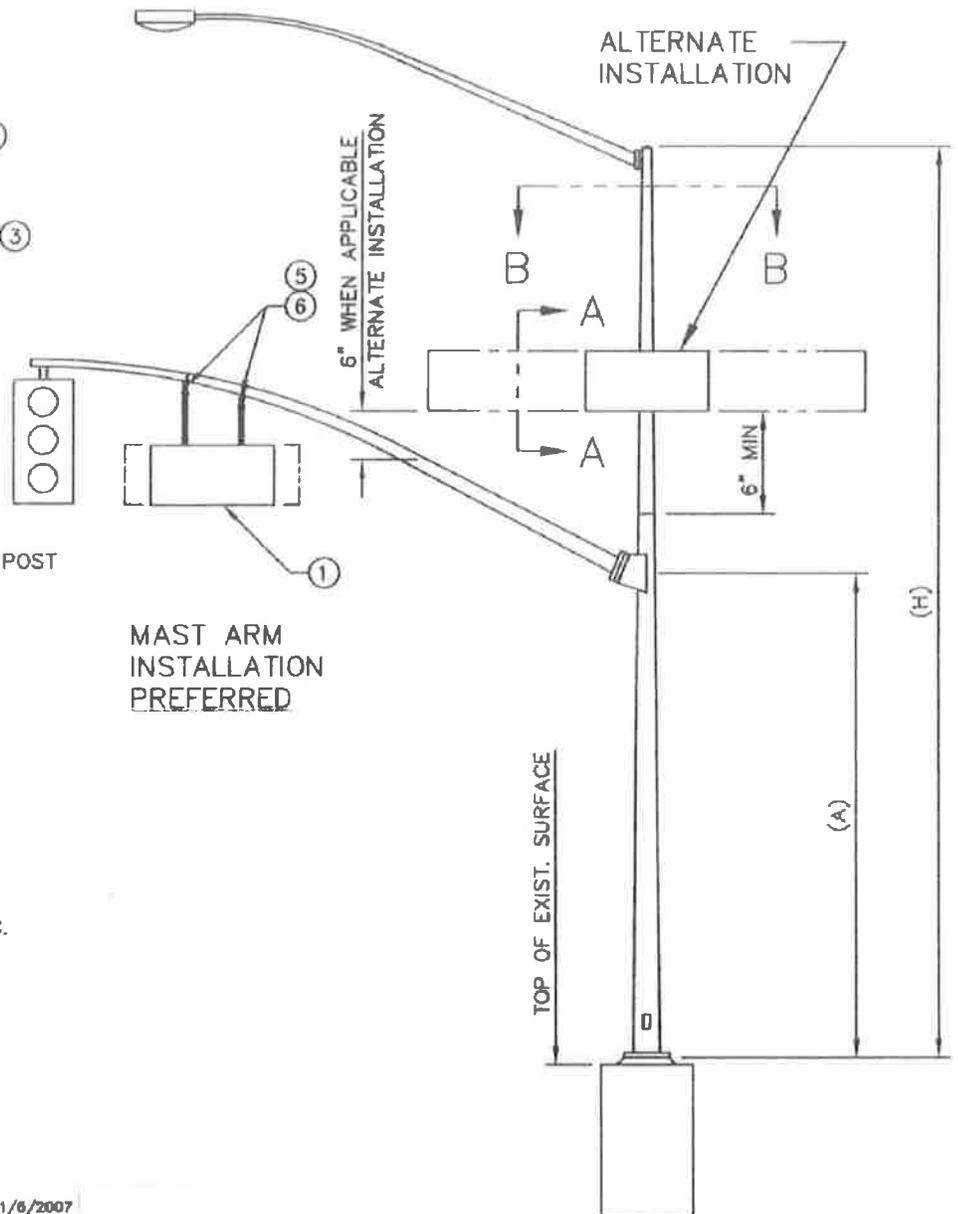
- ① CITY STREET SIGN
- ② SIGNFIX MEDIUM EXTRUSION (SX0073)
- ③ 3M DOUBLE BACK TAPE
- ④ SIGNFIX MODIFIED CHANNEL CLAMP (SX 0222)
- ⑤ STEEL BANDING
- ⑥ MAST ARM BRACKET (SA -1000) (SA - 1000 EXTENSIONS)  
ZAP MANUFACTURING, INC.



VIEW A  
NTS



VIEW B  
NTS



MAST ARM  
INSTALLATION  
PREFERRED

**NOTE:**

USE ZAP MANUFACTURING, INC.  
(OR APPROVED EQUAL) FOR  
MAST ARM PREFERRED  
INSTALLATION.

USE ZUMAR PRODUCTS  
(OR APPROVED EQUAL) FOR  
ALTERNATE INSTALLATION.

1 UPDATED, REVISED & REDRAWN STD cPc 11/6/2007  
NO. REVISION BY DATE APPROVED

**CITY OF SAN BERNARDINO**  
DEVELOPMENT SERVICES~PUBLIC WORKS/ENGINEERING

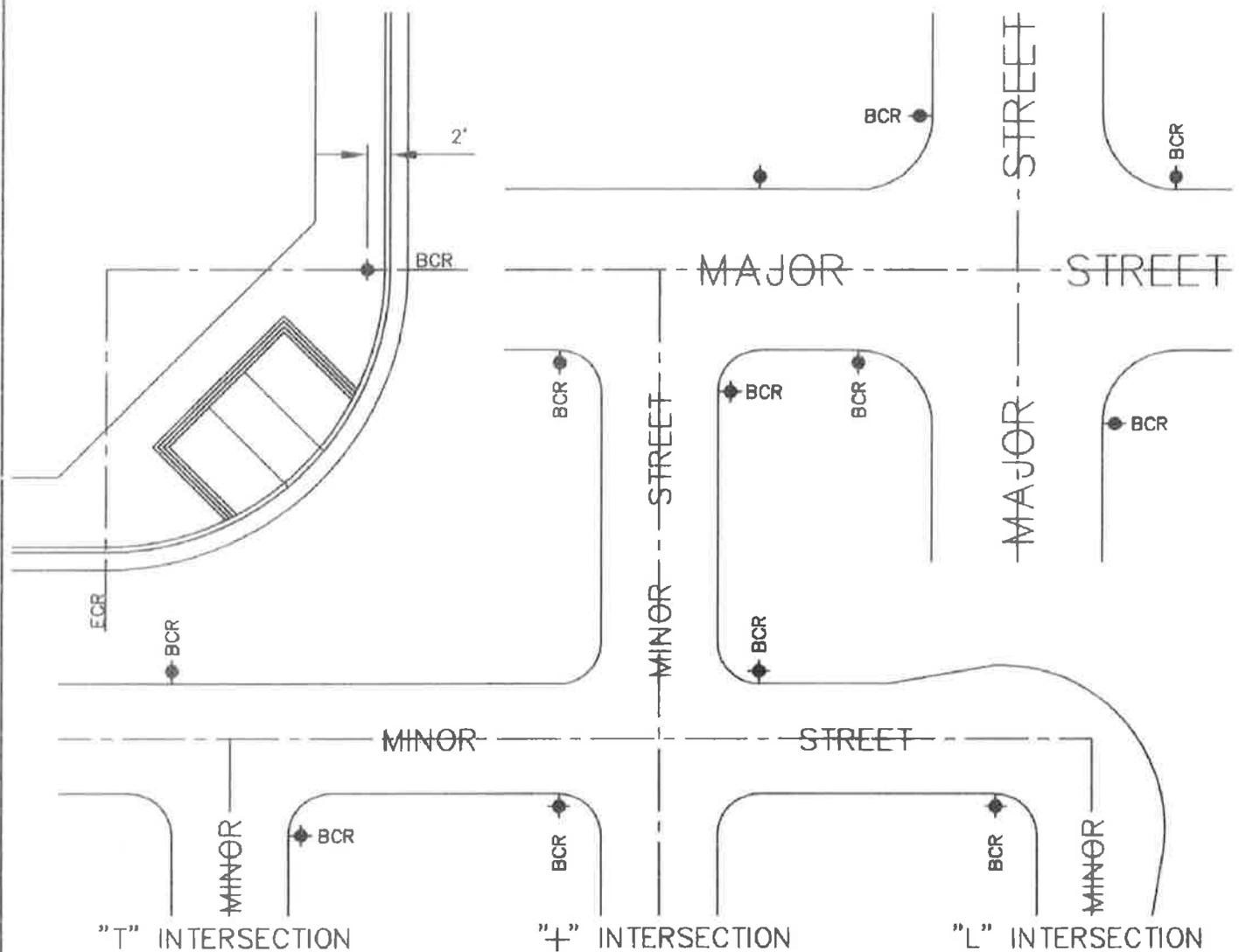
**STREET NAME SIGN**

APPROVED *Nov. 6, 2007*

*[Signature]*  
CITY ENGINEER

STANDARD  
NO.

**504**



**LEGEND**

- ◆ DOUBLE SIGNS WITH OR WITHOUT R-1
- SINGLE SIGN WITH OR WITHOUT R-1

**NOTE:**

LOCATION OF STREET NAME SIGNS ARE SHOWN APPROXIMATE.  
 ALTERNATE LOCATIONS TO BE APPROVED BY THE ENGINEER.  
 TYPICAL LOCATIONS: ON BCR OF NE & SW CORNER OF INTERSECTIONS.  
 FOR UNNAMED PRIVATE STREETS, THE WORDS "PRIVATE STREET"  
 SHALL BE 4" HIGH AND CENTERED WITHIN THE SIGN.

MAJOR STREET = ARTERIALS

MINOR STREET = COLLECTORS & LOCALS

1	UPDATED, REVISED & REDRAWN STD	oPc	11/8/2007
NO.	REVISION	BY	DATE APPROVED

**CITY OF SAN BERNARDINO**  
 DEVELOPMENT SERVICES~PUBLIC WORKS/ENGINEERING

**STREET NAME SIGN**

APPROVED *Nov 6, 2007*

*[Signature]*  
 CITY ENGINEER

STANDARD NO.

**504**

**THE CALDAG – CALIFORNIA DISABLED  
ACCESSIBILITY GUIDEBOOK**

## 8. CHANGES IN LEVEL

### General

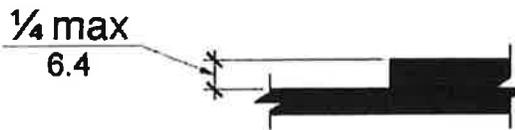
Where changes in level are permitted in floor or ground surfaces, they shall comply as detailed. 11B-303.1 303.1

### **EXCEPTIONS:**

1. Animal containment areas shall not be required to comply as detailed.
2. Areas of sport activity shall not be required to comply as detailed.

### Vertical

- A. Changes in level of  $\frac{1}{4}$  inches high maximum are permitted to be vertical and without edge treatment. 11B-303.2 303.2 Fig. CD-8A

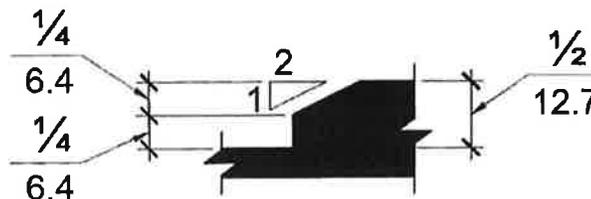


**Fig. CD-8A**  
**Vertical Change in Level**  
© ICC Reproduced with Permission

### Beveled

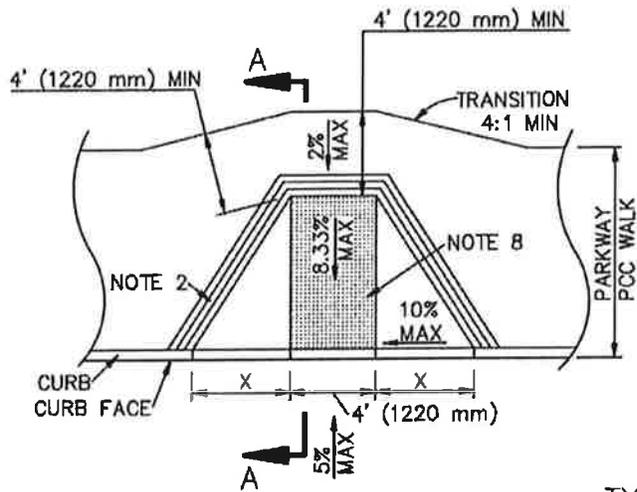
- B. Changes in level between  $\frac{1}{4}$  inches high minimum and  $\frac{1}{2}$  inches high maximum are beveled with a slope not steeper than 1:2. 11B-303.3 303.3 Fig. CD-8B

**ADVISORY: Beveled.** A change in level of  $\frac{1}{2}$  inch (13 mm) is permitted to be  $\frac{1}{4}$  inch (6.4 mm) vertical plus  $\frac{1}{4}$  inch (6.4 mm) beveled. However, in no case may the combined change in level exceed  $\frac{1}{2}$  inch (13 mm). Changes in level exceeding  $\frac{1}{2}$  inch (13 mm) must comply with the requirements for "Ramps" or "Curb Ramps".

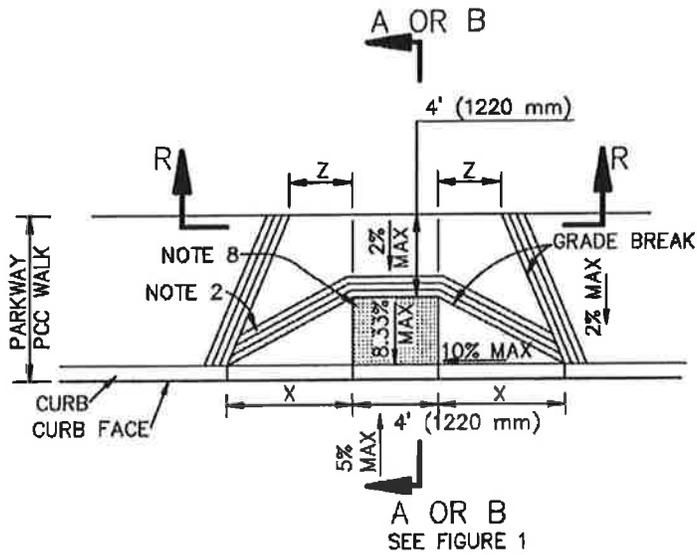


**Fig. CD-8B**  
**Beveled Change in Level**  
© ICC Reproduced with Permission

**STANDARD PLANS FOR  
PUBLIC WORKS CONSTRUCTION**



TYPE 1

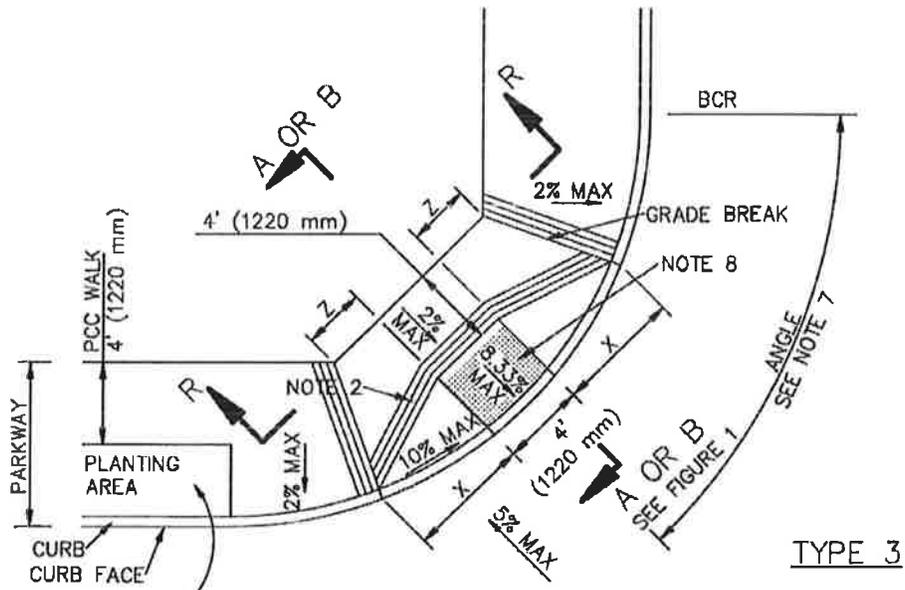


TYPE 2

CASE A

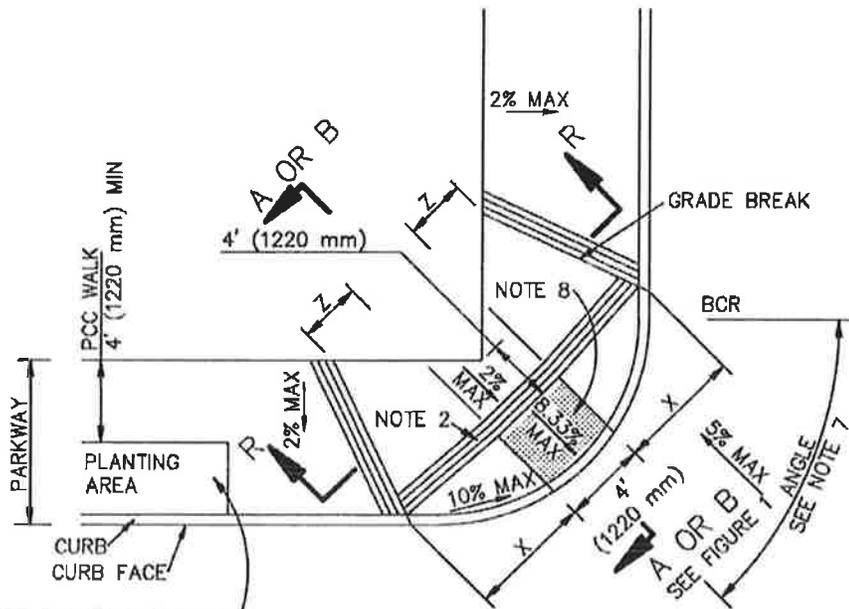
PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1982 REV. 1996, 2000, 2005, 2009, 2013	<h2 style="margin: 0;">CURB RAMP</h2>	STANDARD PLAN <h1 style="margin: 0;">111-5</h1>
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION		SHEET 1 OF 10



WHERE PLANTING AREA IS ADJACENT TO THE CURB RAMP, USE CASE A, TYPE 6

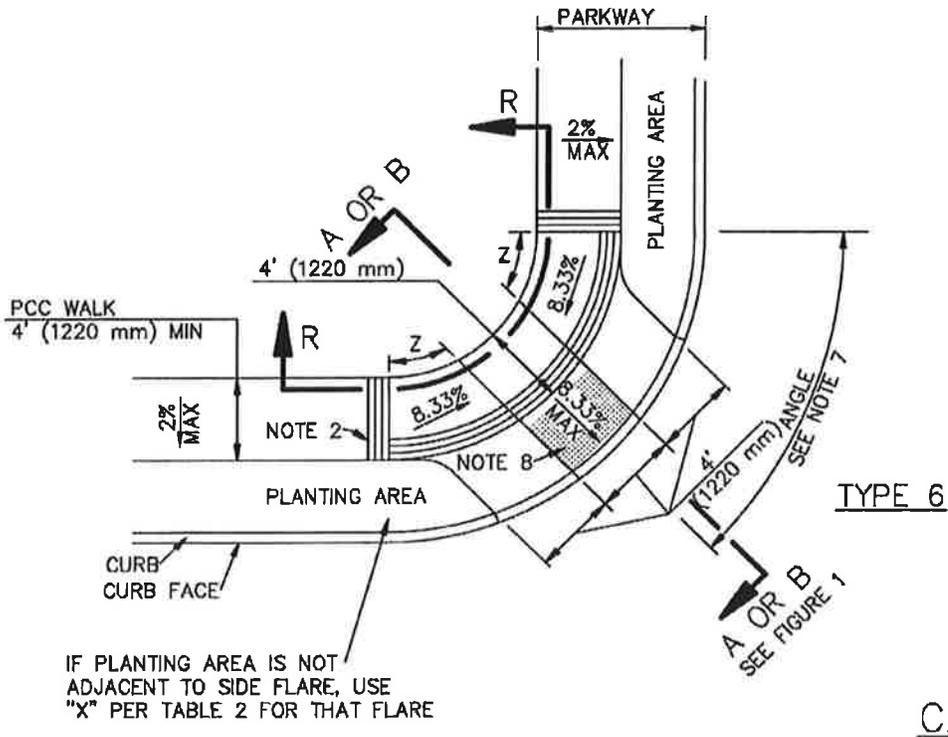
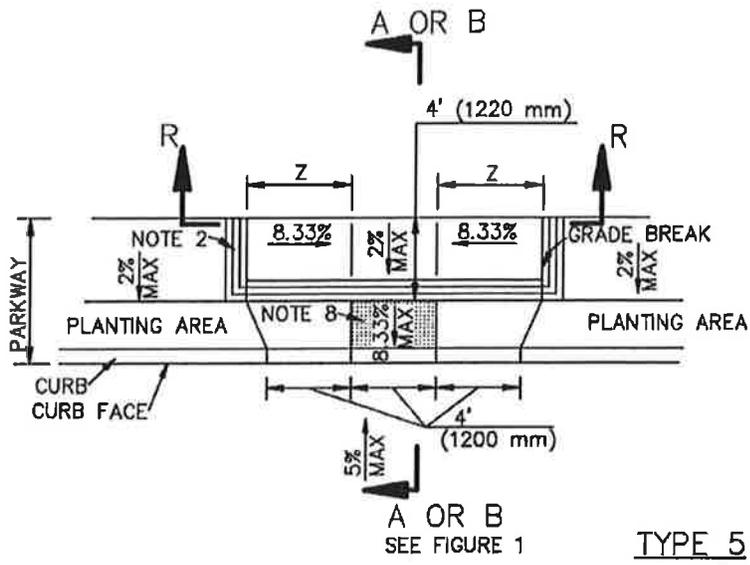
TYPE 3



WHERE PLANTING AREA IS ADJACENT TO THE CURB RAMP, USE CASE A, TYPE 6

TYPE 4

CASE A



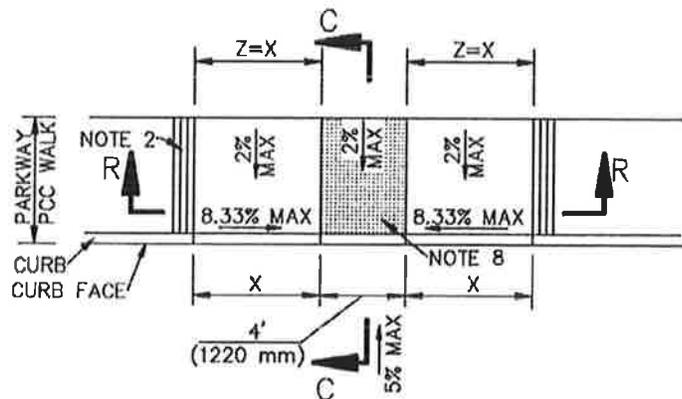
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

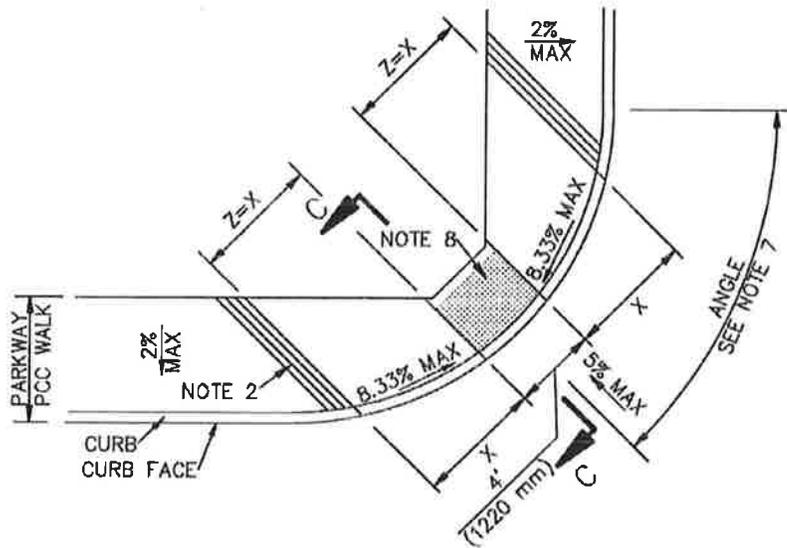
**CURB RAMP**

**111-5**

SHEET 3 OF 10



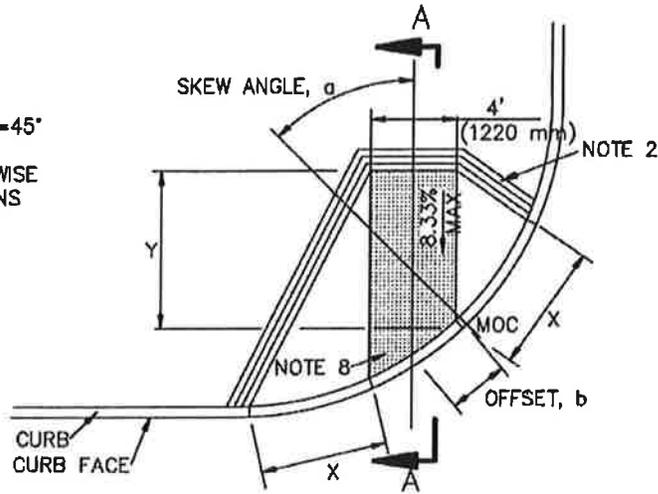
TYPE 1



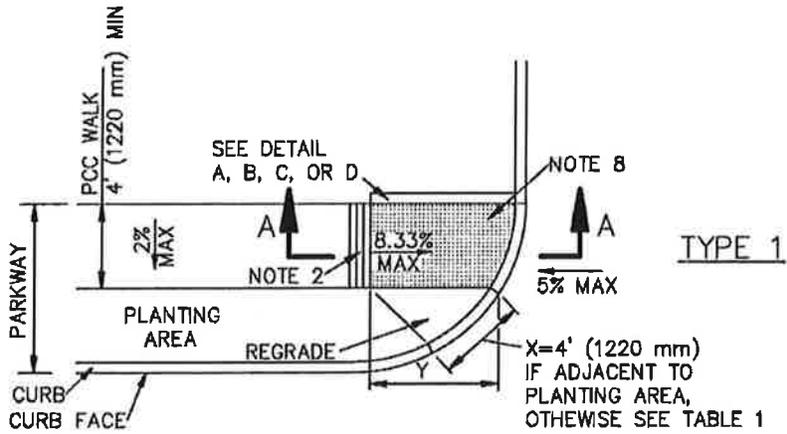
TYPE 2

CASE B

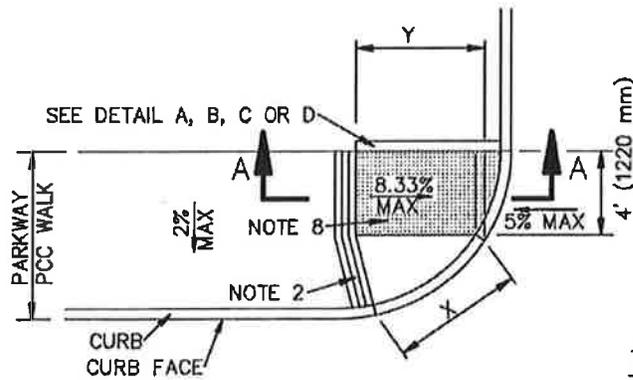
SKEW ANGLE  $\alpha=45^\circ$   
 OFFSET  $b=0$   
 UNLESS OTHERWISE  
 NOTED ON PLANS



CASE C

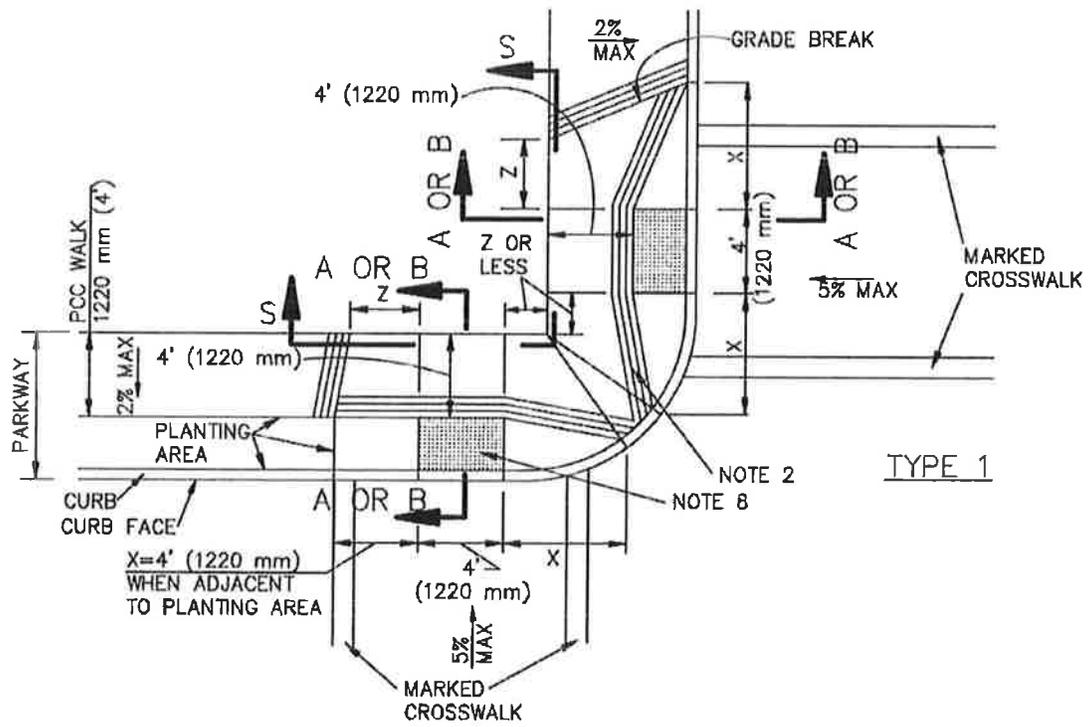


TYPE 1

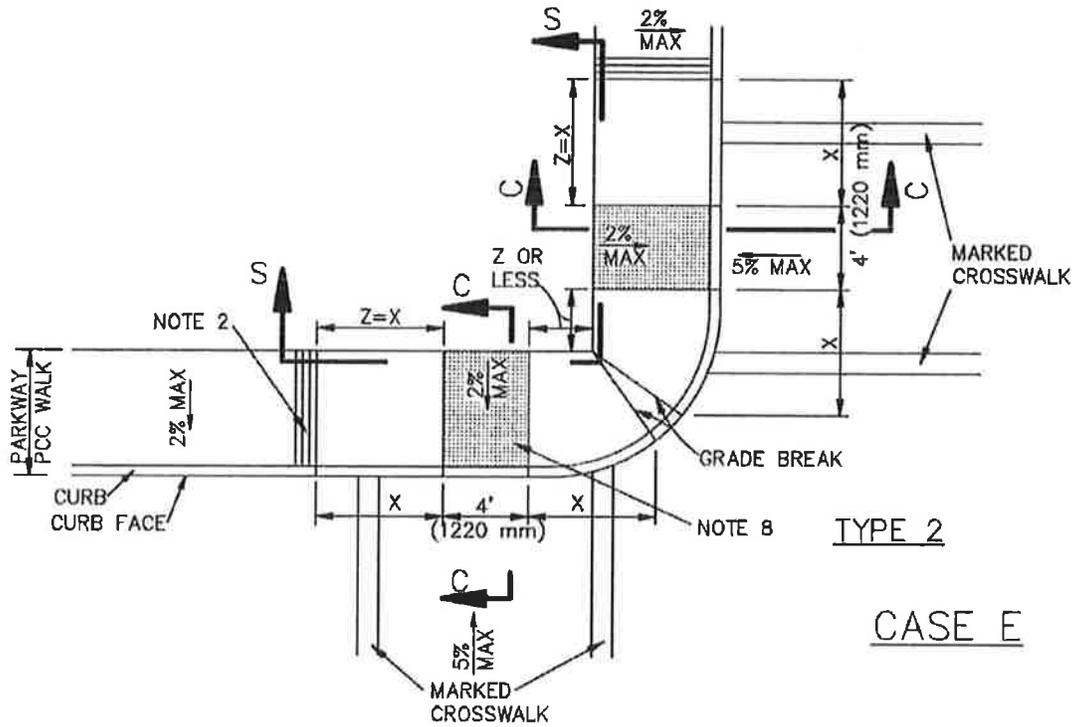


TYPE 2

CASE D

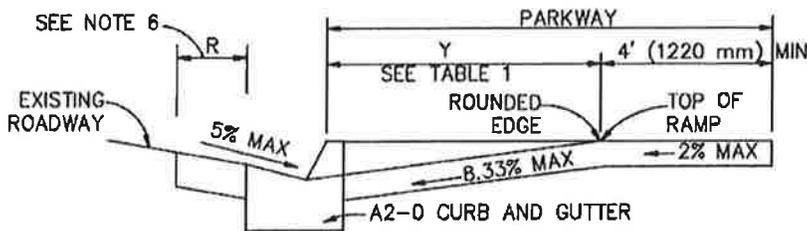


TYPE 1



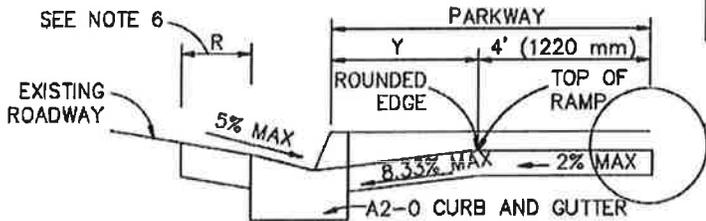
TYPE 2

CASE E



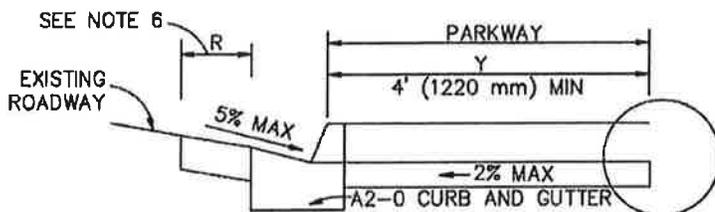
SECTION A-A

USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.



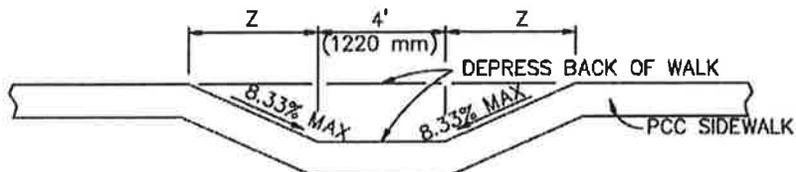
SECTION B-B

DEPRESS BACK OF WALK SEE DETAIL A, B, C OR D, SHEET 10.

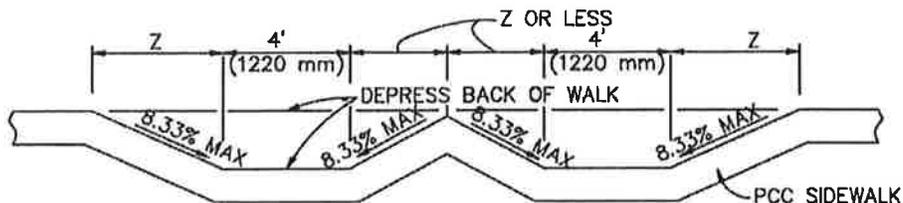


SECTION C-C

DEPRESS BACK OF WALK SEE DETAIL A, B, C OR D, SHEET 10.



SECTION R-R



SECTION S-S

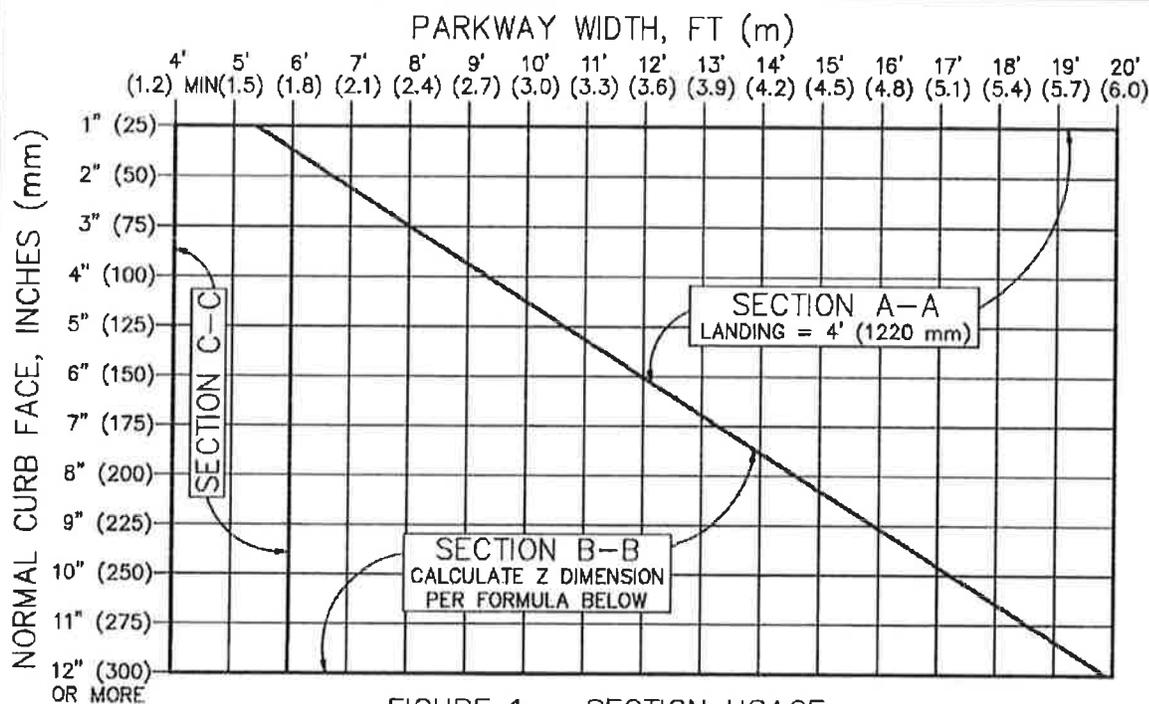


FIGURE 1 - SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y-Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE Z DIMENSION AS FOLLOWS:

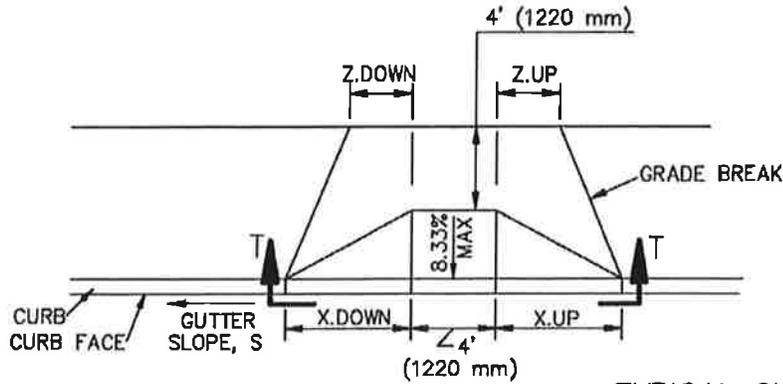
W = PARKWAY WIDTH  
 L = LANDING WIDTH, 4' (1220 mm) TYP  
 $Z = [(Y+L)-W] \times 0.760$

IF  $(Y+L) < W$ , THEN  $Z = 0$

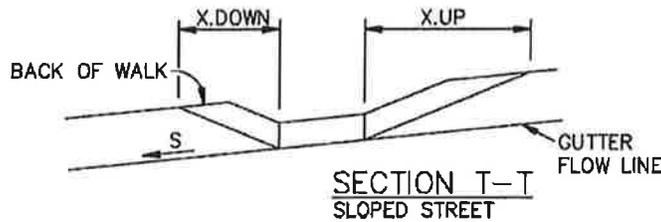
SEE SHEET 9 FOR STREET SLOPE  
 ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:  
 $X = CF / 8.333\%$   
 $Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$



TYPICAL CURB RAMP



FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

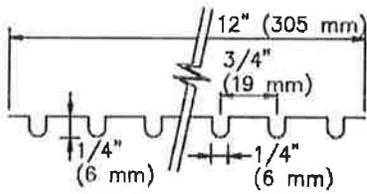
FOR EXAMPLE,  $X.DOWN = X \times K.DOWN$

S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

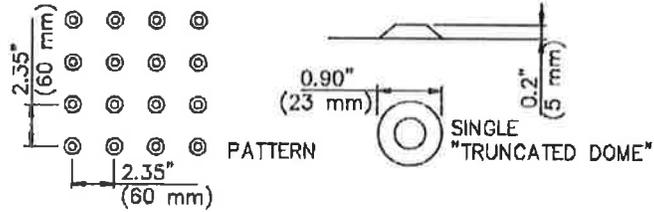
TABLE 2 - SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:  
 $K.DOWN = 8.333\% / (8.333\% + S)$   
 $K.UP = 8.333\% / (8.333\% - S)$

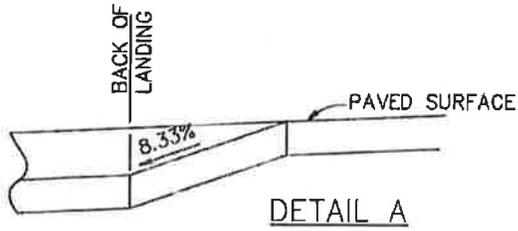
## STREET SLOPE ADJUSTMENTS



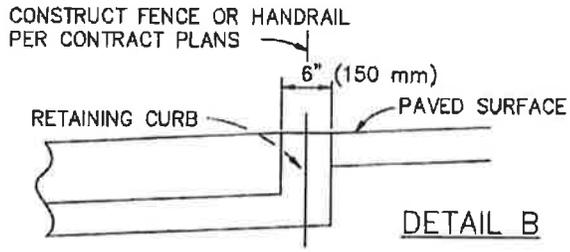
GROOVING DETAIL



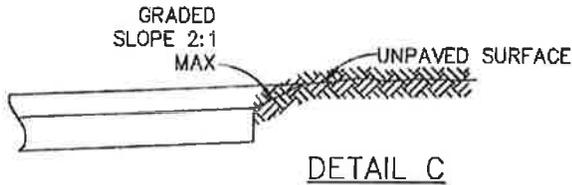
DETECTABLE WARNING DETAIL



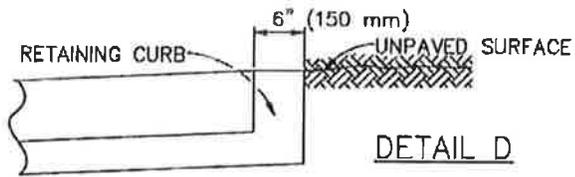
DETAIL A



DETAIL B



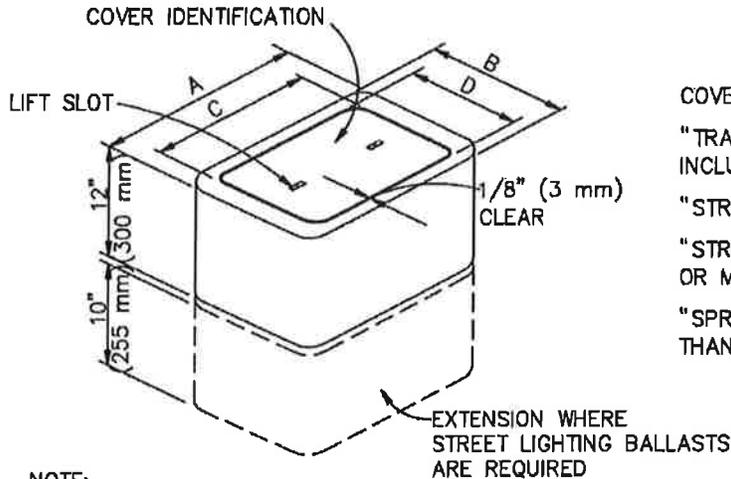
DETAIL C



DETAIL D

GENERAL NOTES:

1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. ANGLE =  $\Delta/2$  UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.



**COVER IDENTIFICATION:**

"TRAFFIC SIGNAL" - TRAFFIC SIGNAL CIRCUITS, INCLUDING THOSE WITH STREET OR SIGN LIGHTING.

"STREET LIGHTING" - CIRCUITS LESS THAN 600V.

"STREET LIGHTING-HIGH VOLTAGE" - 600V OR MORE.

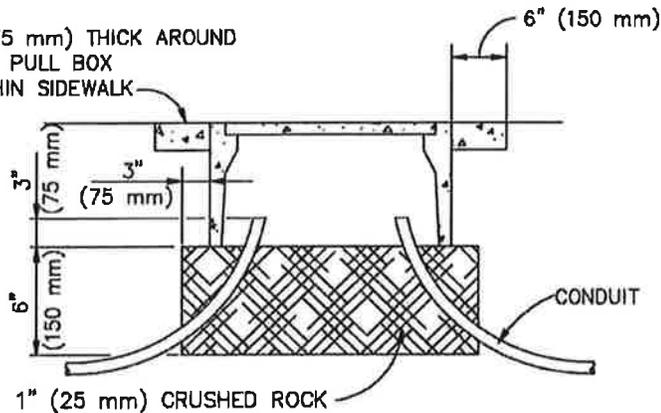
"SPRINKLER CONTROL" - CIRCUITS LESS THAN 50V.

**NOTE:**

BOXES SHALL BE PCC AND COVERS SHALL BE NON-BOLTDOWN TYPE UNLESS OTHERWISE NOTED.

PULL BOX NO.	TYPE	DIMENSIONS (mm)			
		OUTSIDE		COVER	
		A	B	C	D
3 1/2	PCC	19" (485)	13" (330)	15" (380)	10" (255)
5	PCC	25" (635)	15" (380)	21 3/4" (550)	11 3/4" (300)
6	PCC	34" (865)	22" (560)	29 3/4" (755)	17 3/4" (450)
3 1/2	PLASTIC	16 3/8" (415)	11" (280)	15 3/8" (390)	10" (255)
5	PLASTIC	24" (610)	14 11/16" (375)	23" (584)	13 11/16" (350)
6	PLASTIC	31 1/2" (800)	18 5/8" (475)	30 1/2" (775)	17 3/4" (450)

PCC APRON, 3" (75 mm) THICK AROUND PULL BOX. OMIT IF PULL BOX CONSTRUCTED WITHIN SIDEWALK



**STREET LIGHT PULL BOX INSTALLATION**

**STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION**

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
2005  
REV. 2009

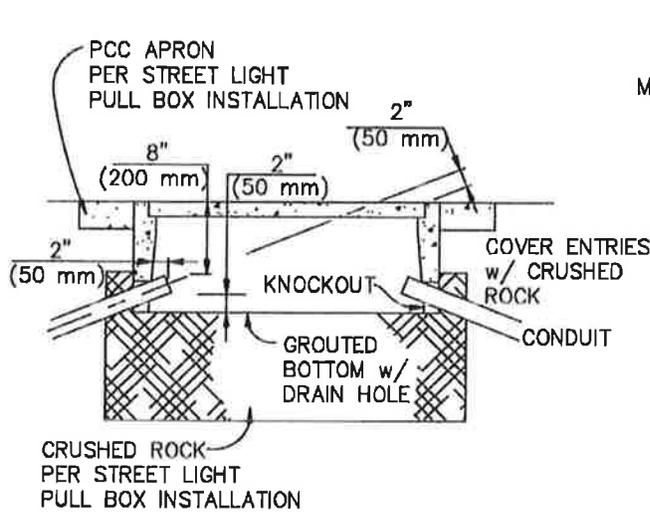
**PULL BOXES**

STANDARD PLAN

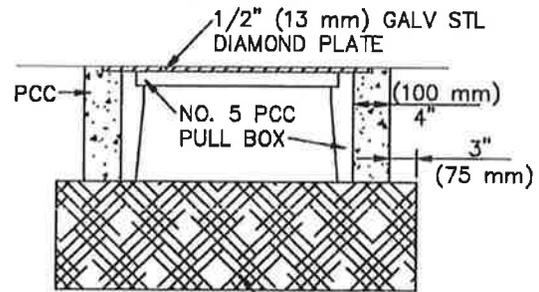
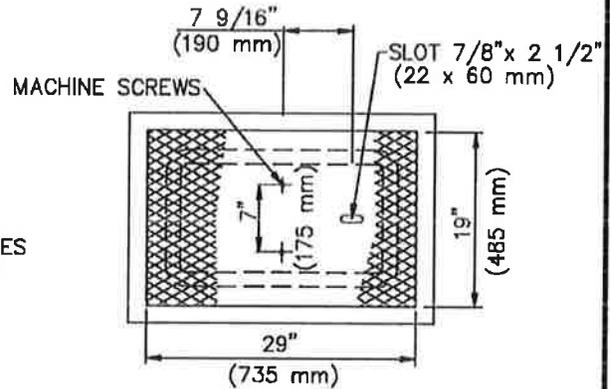
**405-1**

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 2

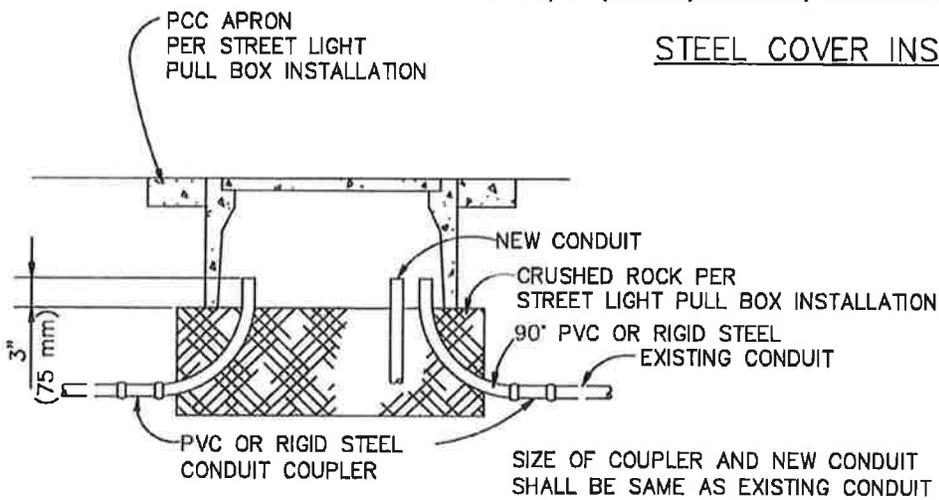


TRAFFIC SIGNAL  
PULL BOX INSTALLATION



ATTACH STL PLATE TO PCC COVER WITH 2 BRASS MACHINE SCREWS, 1/4" (6 mm) 20 NC-2 FLAT HEAD, IN 1 1/4" (32 mm) HOLES w/ EXPANSION SHIELDS

STEEL COVER INSTALLATION



STREET LIGHT CONDUIT INTERCEPT

# **SURVEY DOCUMENTS**

11/22/55

162

# SIERRA

# WAY

SCREW CURB Level

screw Level

## MARSHALL

315.35

LOT 12" BM of WPL  
12408 SCREW CURB

B.M. 1237.82

S. 12408 Level

To Lugo North

640.70 330.50

M.H. Mkd. 6/5/54

## Blvd

To Lugo South

Level 320.50  
SCREW Nail

BM-El. 1239.71 ✓  
on M.H. at Int. ✓

E.S. of Frame  
Screw BM 1241.10 ✓

640.68

SCREW CURB Level

## 31 ST

315.28 to Genevieve

Level

SCREW CURB

BM screw

M.H. Mkd. 6/5/54

Level

## 31 ST

1233.57

BM-El. 1232.61 ✓  
on M.H. - at Es. Frame.

650.92

screw

screw

660.0 To B.

## 30 TH

B.M. Top Wall

Concrete Culvert

W End = 1228.03

To Lugo North 320.66

## ST

To Lugo South 327.10

Screw.

25  
25  
25

82.50

155.02

82.5

70

# **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 subsection 2-9 "SURVEYING" of the 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 (should) 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 (Item 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.*

**SS-P LOCATIONS  
BY  
STREET ADDRESS**

Address	Dir	Street	Ward	Desc	4" Walk SF	Roots LF	4" Res Dwy SF	6" Com Dwy SF	Tree (All) IN dia	60" x 8" c LF	36" x 8" c LF	48" x 6" c LF	Curb Ramp SF	Stump IN dia	Asphalt Pvmf, SF	18" x 8" c LF	FILL CY	Pull Box	Mail Box	PCC Grind LF	
195	W	11th	2	Mtn View: 15.5x5; 52x5	338	30															
198	E	13th	2	7.7x5	38.5	5															
1902	W	15th	6	29.8x4	119	20															
1509	W	16th	6	15x4	60	15															
1515	W	16th	6	44.5x4	178	20															
3055	E	17th	4	12x4; 12x4; 12x4	144	24															
3075	E	17th	4	GRIND																	4
241	W	24th	7	24LF 6c/48g; 24x8dwy; 31x4.5; (?12x10 add?)	140	20	192					24									
248	W	27th	7	15x5; 13x2.5; 15x4.5; 18x8; 7x9; stump removal	382									20							
1040	W	2nd	1	20x5.5; 2x3	116	22												1			
1056	W	2nd	1	13.5x7	94.5				22												
1075	W	2nd	1	5x5; 3x7 dwy	25	8	21											1			
1276	W	30th	5	21x4	84													1			
1308	W	31st	5	8x4; 18.5x4	106																
1320	W	31st	5	7x4	28																
250	W	3rd	1	Alt B: Between Old Court House Dwys	1148	20	16.9														
103	E	48th	4	23.6x4 Genevieve side; 13.2x4 at SE Cor	147	25															
105	E	48th	4	25x4	100	15															
125	E	48th	4	12x4 dwy; 8.3 w/wlk wy; 6.3 at tree; w=4	58.4	15	48														
131	E	48th	4	13.5 w/end dwy; 13.2 at tree; w=4	107	20															
141	E	48th	4	36.3 w/PL - Frt Door 20.3 E/PL; w=4	226	25															
145	E	48th	4	14.5x4 E/PL	58	10															
169	E	48th	4	27.5 W/PL; 13.3 E/PL; W=4	163	25															
181	E	48th	4	14x4	48	8															
923	W	59th	4	24.7x6	148	15															
930	W	59th	4	11.5x6 dwy; 9.5x6 sw	57	15	69														
939	W	59th	4	10.5x6	63	8															
954	W	59th	4	10.8x6 dwy; 13.5x6 sw	81	10	64.8												1		

Address	Dir	Street	Ward	Desc	4" Walk SF	Roots LF	4" Res Dwy SF	6" Com Dwy SF	Tree (All) IN dia	60" g 8" c LF	36" g 8" c LF	48" g 6" c LF	Curb Ramp SF	Stump IN dia	Asphalt Pvmf, SF	18" g 8" c LF	Fill CV	Pull Box	Mail Box	PCC Grind LF	
770	W	5th	1	26x9; 26 lf 8/36 cg	234						26										
2751	W	5th	6	23x4	92	15															
2772	W	5th	6	37x4; 1cy fill	148	10									148		1				
2743	W	6th	6	11.5x4	46	10															
2769	W	6th	6	14x4	56	10															
2815	W	6th	6	17.5x4	70	14															
756	W	7th	1	12x5; 6x5	90	15															
778	W	7th	1	53.5x5	268	20															
794	W	7th	1	15x5	75	10															
1024	W	7th	1	9x5	45																
2836	W	7th	6	18x4	72	12															
2848	W	7th	6	5.5x8.5; 4x13.3	97.2	12															
2849	W	7th	6	6.5x4	26	6															
827	W	8th	1	27x5	135	15															
832	W	8th	1	11.5x5	57.5	10															
230	W	9th	2	MtView side; 13x5	65																
2726	W	9th	6	18.5x4	74	14															
2731	W	9th	6	11x4	44	10															
2736	W	9th	6	27.5x4	110	15															
2835	W	9th	6	22.7x4	90.8	15															
2624	W	Akron	5	29.7x4.5	134	15															
2627	W	Akron	5	53x4.5	239	15															
2684	W	Akron	5	7x9.5 dwy; 5.7x4.5	25.7	10	66.5														
2323	N	Arrowhead	7	18x5	90	12															
2349	N	Arrowhead	7	32x5	160	16															
3071	N	Arrowhead	7	Trap; b1=12; b2=7; h=9.5		9	90.3														
3108	N	arrowhead	7	22.5; 13.3; w=5	179	25															
1102	S	Arrowhead	3	20x11.5	230												1	1			
2343	W	Atchison	3	32.5x6	195	20															
3044	E	Atlantic	4	8x4	32														1		
3074	E	Atlantic	4	24x4	96	24															
3104	E	Atlantic	4	GRIND; 16x4	64	16													1		4
3112	E	Atlantic	4	4x4; 24x4	112	28														1	
3130	E	Atlantic	4	36x4	144	20															
3148	E	Atlantic	4	12x4	48	12														1	
3158	E	Atlantic	4	12x4	48	12															

Address	Dir	Street	Ward	Desc	4" Walk SF	Roots LF	4" Res SF	6" Com SF	Dwy SF (All)	Tree (All) IN dia	60" g 8" c LF	36" g 8" c LF	48" g 6" c LF	Curb Ramp SF	Stump IN dia	Asphalt Pvmf, SF	18" g 8" c LF	Fill CY	Pull Box	Mail Box	PCC Grind LF
6148	N	Aubrey	5	24.5x6;23.5x6;19.5x6; 14.5 cg 8"	405	30											14.5				
541	E	Avery	7	9x4; 16.3x4; grind	101													0.8			4
544	E	Avery	7	Kenwood side; 28 @ s'ly tree 11 @ n'ly tree; W=4	156	25															
1728	N	Bangor	4	8x4; 12x4	80	12															
1750	N	Bangor	4	16x4	64	16															
1772	N	Bangor	4	12x4	48	12															
1777	N	Bangor	4	24x4	96	24															
1794	N	Bangor	4	GRIND; 12x4	48	12															8
1795	N	Bangor	4	6x6; GRIND	36	6															4
1805	N	Bangor	4	GRIND																	4
1873	N	Bangor	4	15x4	60	15															
1894	N	Bangor	4	68x4	272	25			36										1		4
1895	N	Bangor	4	Grind															1		4
1704	N	Bangor	4	24x4; 8x7; GRIND	152	36															4
1275	N	Belle	2	5x32	160	20															
2404	W	Belmont	5	10x6; Pine Ave side	60	10															
2405	W	Belmont	5	Across from 2404 W Belmont 37.75x6	227	20															
2423	W	Belmont	5	6x24	144	15													1		
2431	W	Belmont	5	6x13.3	79.8	10															
2455	W	Belmont	5	6x34	204	15													1		
2463	W	Belmont	5	6x33	198	15													1		
2471	W	Belmont	5	6x10.5	63	10													1		
2494	W	Belmont	5	4.5x45	203	20															
2504	W	Belmont	5	30x4.5	135	20															
2644	W	Belmont	5	19.5x4.5	87.8	15															
2705	W	Belmont	5	11.75x5.75 dwy; 3.5x5.5; 20x5.5	129	15	67.6														
3072	N	Broadmoor	7	11x6.5 dwy; 23 N/PL; 13 @ ACRamp; w=5	195	71.5	20														
3084	N	Broadmoor	7	21.5x5 S/PL; 11x6.5dwy	108	71.5	15														
3108	N	Broadmoor	7	8.5x5 @ s/pl	42.5	6															
3495	N	Broadmoor	7	24.8x4 N/PL; 25x4 N of DWY	199	30															

Address	Dir	Street	Ward	Desc	4" Walk SF	Roots LF	4" Res Dwy SF	6" Com Dwy SF	Tree (All) IN dia	60" g 8" c LF	36" g 8" c LF	48" g 6" c LF	Curb Ramp SF	Stump IN dia	Asphalt Pvmf, SF	18" g 8" c LF	Fill CY	Pull Box	Mail Box	PCC Grind LF	
3607	N	Broadmoor	7	9x4 from N/PL	36	8															
3627	N	Broadmoor	7	23.3x4 S from Cl DWY	93.2	15															
749	N	Burney	6	9.8x4	39.2	8															
750	N	Burney	6	5.3x4	21.2	4															
2605	W	Cincinnati	5	29.7x4.5	134	15															
1544	N	Clyde	6	27x4; 5.5x2	119	20															
1594	N	Clyde	6	10.3x4	41.2	10															
1828	N	Colwyn	4	28x4	112	28															
1895	N	Colwyn	4	Grind; 24x4	96	20															
1232	N	Crestview	2	24.5x4	98	20															
1240	N	Crestview	2	16.5x4	66	15															
1248	N	Crestview	2	4x6	24	6															
1441	N	Crestview	2	11x5.3; 2x4.8; 6.3x4	93.1	15															
1115	N	D	2	6x5	30																
1135	N	D	2	50x5	250																
1146	N	D	2	24x5	120																
1172	N	D	2	6x5; 12x5; 15x5 dwy	90		75														
4974	N	E	4	22.5x4	90	20															
4975	N	E	4	24.3x4	97.2	20															
4996	N	E	4	26x4	104	10															
5004	N	E	4	9x4	36	9															
5034	N	E	4	18x4	72	15															
5095	N	E	4	21.5x4; 20x4	166	25															
5105	N	E	4	7x4	28	5															
5195	N	E	4	19.5x4	78	15															
1544	N	Ellsworth	6	5.5x4 sw; 3.5x7 dwy	22		24.5											1			
1514	W	Evans	6	8x4	32	8															
1520	W	Evans	6	12x4 sw; 8x6 dwy; 25x4 sw	148	37	48														
1524	W	Evans	6	8x4; 14x4	88	22															
1552	W	Evans	6	8x4	32	8															
1553	W	Evans	6	17x4	68	17															
1556	W	Evans	6	8x4	32	8															
1563	W	Evans	6	10x4	40	10															
1572	W	Evans	6	9x4	36	9															
1578	W	Evans	6	4x4	16	4															

Address	Dir	Street	Ward	Desc	4" Walk SF	Roots LF	4" Res SF	6" Com SF	Dwy SF	Tree (All) IN dia	60" g 8" c LF	36" g 8" c LF	48" g 6" c LF	Curb Ramp SF	Stump IN dia	Asphalt Pvmf, SF	18" g 8" c LF	Fill CY	Pull Box	Mail Box	PCC Grind LF
1584	W	Evans	6	16x4; 12.5x4; dwy b1=17;b2=10;h=7	114	35.5	94.5											0.5			
1588	W	Evans	6	16x4	64	16															
1594	W	Evans	6	8x4	32	8															
2616	N	Fremontia	7	6x4	24	6															
2617	N	Fremontia	7	8x4	32	8															
2632	N	Fremontia	7	12x4	48	12															
2665	N	Fremontia	7	30x4	120	30															
2697	N	Fremontia	7	7x4	28	7															
2698	N	Fremontia	7	8x4	32	8															
2700	N	Fremontia	7	GRIND																	4
2711	N	Fremontia	7	14x4	56	14															
2722	N	Fremontia	7	8x4	32	8															
2723	N	Fremontia	7	10x4	40	10															
2733	N	Fremontia	7	8x4	32	8															
2754	N	Fremontia	7	24x4	96	24															
2774	N	Fremontia	7	24x4	96	24															
2786	N	Fremontia	7	12x4	48	12															
2796	N	Fremontia	7	18x4	72	18															
2797	N	Fremontia	7	8x4	32	8															
1236	N	Genevieve	2	8.75x5	43.8	8															
4810	N	Genevieve	4	26x4	104	15															
1861	W	Gilbert	6	2.8x7 dwy; 5.3x4 sw	21.2		19.6												1		
1895	W	Gilbert	6	4.3x7 dwy; 5.3x4 sw	17.2		37.1														
745	N	H	1	18x5	90																
748	N	H	1	37.8x7.8 Vine Side; 8x5 at dwy	335																
757	N	H	1	5.5x5	27.5																
799	N	H	1	11x5 H St Side; 10x5 8th St Side	105																
3105	N	Herrington	5	20x4; 4x4	96	16															
1526	W	Highland	6	12x9; 6x9 dwy	108			54													
2340		Huff	3	Mill St; South Side; Between Macy & Bridge; S/S 20x6	120	15															
271	S	I	3	4.5x7; 5.5x2.5 dwy comm	31.5			13.8													

Address	Dir	Street	Ward	Desc	4" Walk SF	Roots LF	4" Res Dwy SF	6" Com Dwy SF	Tree (All) IN dia	60" g 8" c LF	36" g 8" c LF	48" g 6" c LF	Curb Ramp SF	Stump IN dia	Asphalt Pvmf, SF	18" g 8" c LF	Fill CY	Pull Box	Mail Box	PCC Grind LF	
104	N	J	1	Rialto Side 54x5; 30d?	270	15															
105	N	J	1	6.5x5;5.5x5; 22.2x5;9.5x5;6.7x5	252	20															
110	N	J	1	12.3x5	61.5	10															
664	N	J	1	46.5x5; 9.5x5 dwy	233		47.5														
2716	W	Jefferson	3	13.3x4	53.2	15															
2769	W	Jefferson	3	18x6	108	15															
237	N	Kendall Ave	1	13.25x5; 20x5	166	33															
239	N	Kendall Ave	1	15x5	75	15															
247	N	Kendall Ave	1	20x5	100	20															
3892	N	Kenwood	7	16x4; at dwy and to north	64	10															
3894	N	Kenwood	7	26.3x4	105	15															
1368	W	Kingman	1	8.25x4.5	37.1	8															
1398	W	Kingman	1	7.25x4.5	32.6																
1439	W	Kingman	1	9.7x4.5	43.7																
1462	W	Kingman	1	10x4.7	47																
6138	N	Maclay	5	28.5x6 (tree already rm)	171	10												1			
217	S	Macy	3	24.8x6	149	15															
452	N	Meridian	6	16x4	64	10															
525	N	Meridian	6	12.3x4 @ North end	49.2	10															
550	N	Meridian	6	8.5x4	34																
560	N	Meridian	6	7x4	28	8															
570	N	Meridian	6	10.5x4	42	10															
584	N	Meridian	6	12.3x4	49.2	8															
694	S	Meridian	3	Jefferson side; 21x4	84	20															
711	S	Meridian	3	7x6; 8x9.5 dwy	42		76														
713	S	Meridian	3	5x9.3 dwy; 5x6	30		46.5														
727	S	Meridian	3	8x9.5 dwy; 6x11.3 sw; 6x4sw	91.8		76														
1950	N	Mt Vernon	6	5.5x7; 3x7 dwy comm	38.5			21													
390	S	Mt Vernon	3	12x8; 8x30 dwy; 30x5 cg	96			240							44						
909	N	Mtn View	2	20.3x5	102	15															
919	N	Mtn View	2	23.5x5	118	15															
950	N	Mtn View	2	49.25x5 -or- 33sw 16.25 dw	246																
1031	N	Mtn View	2	17.5x6.5 dwy; 17.5x5	87.5			114													

Address	Dir	Street	Ward	Desc	4" Walk SF	Roots LF	4" Res	Dwy SF	6" Com	Dwy SF	Tree (All)	60" g 8" c LF	36" g 8" c LF	48" g 6" c LF	Curb Ramp	SF	Stump IN	Asphalt	Pvmt, SF	18" g 8" c LF	Fill CY	Pull Box	Mail Box	PCC Grind	LF
1039	N	Mtn View	2	Mtn View: 12.25x5; 36p Olive: 35.5x5	239	15											36								
1135	N	Mtn View	2	6.5x5	32.5	5																			
2878	N	Mtn View	2	42x5	210	20																			
1705	N	Olive	4	24x4	96	24																			
815	W	Orange	2	23x5 dwy				115																	
823	W	Orange	2	29x5; 12x5 dwy	145			60																	
604	E	Orange Show Rd	3	9x6; 6x6 dwy	54		36																1		
3868	N	Parkside	7	22x4; sawcut @ tree - north	88	10																			
1470	N	Pennsylvania	6	39.5x4	158	15																			
1534	N	Pennsylvania	6	29.8x4; Gilbert Side	119	20																			
1232	N	Pepper Tree	2	8.5x4	34	6																			
1240	N	Pepper Tree	2	20.25x4	81	20																			
1248	N	Pepper Tree	2	25x4	100	20																			
1258	N	Pepper Tree	2	65.7x4	263	30																			
1460	N	Pepper Tree	2	19.5x4	78	12																			
1480	N	Pepper Tree	2	45.5x4	182	15																			
1490	N	Pepper Tree	2	26.5x4	106	15																			
306	S	Rancho	3	(3) 8x4	96	20																			
314	S	Rancho	3	11.5x4	46	10																			
330	S	Rancho	3	17x4	68	10																			
338	S	Rancho	3	8x4; 12x4	80	15																			
346	S	Rancho	3	12x4	48	10																			
370	S	Rancho	3	16x4	64	10																			
378	S	Rancho	3	20x4	80	15																			
386	S	Rancho	3	11x4; 28.5x4	158	15																			
394	S	Rancho	3	24x4	96	10																			
414	S	Rancho	3	11x4	44	10																			
434	S	Rancho	3	4.5x4; 14.5x4	76	15																			
444	S	Rancho	3	8x4	32	15																			
151	E	Redlands	3	Club Way side; Across from dwy to 101 E Redlands; 10x6	60	10																			
1096	W	Rialto	1	115x5 ; 10x7	645	40																			
595	S	San Anselmo	3	28x6	168	15																	1		
625	S	San Anselmo	3	5x6 dwy; 12.3x6	73.8	10	30																1		

Address	Dir	Street	Ward	Desc	4" Walk SF	Roots LF	4" Res Dwy SF	6" Com Dwy SF	Tree (All) IN dia	60" g 8" c LF	36" g 8" c LF	48" g 6" c LF	Curb Ramp SF	Stump IN dia	Asphalt Pvmf, SF	18" g 8" c LF	Fill CY	Pull Box	Mail Box	PCC Grind LF
594	S	San Carlo	3	6.5x6; 5x6 dwy	39	10	30											1		
640	S	San Carlo	3	6.5x6; 6.5x6 dwy	39	10	39													
1280	N	Sepulveda	2	28x5	140	15														
1284	N	Sepulveda	2	50x5	250	15														
1330	N	Sepulveda	2	28.5x5	143	15														
2581		Shady Glen	3	Wier Rd side At CB N/S Btwn Heritage/Beverly 37x6sw less exist 15x4cb	162	20														
3096	N	Sierra	7	HC Ramp; b1=11; b2=5; h=9								72								
1659	S	Tippecanoe	3	5x4; 4x6 dwy	20			24												
6355	N	Toledo	5	14.5x4.5	65.3	10														
6365	N	Toledo	5	10.5x4.5; 7x9.5 dwy	47.3	10	66.5													
1548	W	Union	1	13.8x4; 7.8x4	86.4	10														
1552	W	Union	1	12x4	48															
1495	N	Valaria	7	10x4	40	6														
1111	W	Victoria	1	Across from 1112 W Victoria 61.25x4; rm 24d	245	8			24											
2826	W	Victoria	6	16.5x4	66	12														
2831	W	Victoria	6	16x4	64	12														
2836	W	Victoria	6	25x4	100	15														
2840	W	Victoria	6	7.3x5	36.5	7														
825	W	Vine	1	27.3x5	137	15														
6365	N	Walnut	5	11.5x4.5; 12.5x4.5; b1=7.7; b2=4.7; h=2	120	20														
6385	N	Walnut	5	65.7x4.5; 39.7x54	474	35												2		
2294	W	Walnut	3	21x6	126	10														
2340	W	Walnut	3	10.3x6	61.8	10														
1564	N	Western	6	8x4; 6x4	56	14														
1588	N	Western	6	16th Side; 57x4	228	30														
	E	Wier Rd	3	At Colony Fields; ~135' S/Harwick ECR 10x5;	50	10														
6275	N	Wisteria	5	11.3x4.5; 11.7x9.5 dwy	50.9	15	111													
6285	N	Wisteria	5	12.5x4.5; 9x4.5 dwy	56.3	15	40.5											2		
6310	N	Wisteria	5	23x4.5	104	15												1		

**CONTRACT  
AGREEMENT**

# AGREEMENT

## CITY OF SAN BERNARDINO

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

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

### **ANNUAL CONCRETE REPAIRS - CITY WIDE ( SS-P ) 2015**

in strict conformity with Plans and Special Provisions No. 13076, and also in accordance with Standard Specifications for Public Works Construction, 2015 Edition, on file in the Office of the City Engineer, Public Works Department, City of San Bernardino, which said Plans and Special Provisions and Standard Specifications are hereby especially referred to and by such reference made a part hereof.

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

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

AGREEMENT: ANNUAL CONCRETE REPAIRS - CITY WIDE ( SS-P ) 2015

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

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

IN WITNESS WHEREOF, the parties of these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

**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:**

\_\_\_\_\_  
GARY D. SAENZ, City Attorney

\_\_\_\_\_  
Secretary

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