

CITY OF SAN BERNARDINO

STATE OF CALIFORNIA

**BID AND CONTRACT DOCUMENTS**

**PLANS AND SPECIAL PROVISIONS NO. 13069**

**FOR**

**ROOF REPLACEMENT**

**AT**

**NORMAN F. FELDHEYM CENTRAL LIBRARY**

**IN THE**

**CITY OF SAN BERNARDINO**

(INCLUDES COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS)



DEPARTMENT OF PUBLIC WORKS  
CITY OF SAN BERNARDINO

MARCH 2016

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

**ON JULY 12, 2016**

**DESCRIPTION OF THE COMPONENTS  
OF THESE  
PLANS AND SPECIAL PROVISIONS**

The “**BID and CONTRACT DOCUMENTS**” for this project consists of five (5) parts as follows:

PART I – Administration

PART II – Special Provisions - General Instructions To Bidders  
Technical Instructions

PART III – Special Provisions - Federal Standard Provisions & Conditions

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CONTRACT AGREEMENT

*The above 5 parts are bound together in one (1) manual titled  
“BID AND CONTRACT 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 will receive bids for:

**ROOF REPLACEMENT  
AT  
NORMAN F. FELDHEYM CENTRAL LIBRARY  
IN THE CITY OF SAN BERNARDINO  
( INCLUDES COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS )**

in accordance with Plans and Special Provision No. **13069** in file in the Office of the City Engineer, Third Floor, San Bernardino City Hall.

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 if picked up in person. 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, July 12, 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.

The Contractor shall possess a Class "A" License, "B" License, or C-39 Roofing Specialty License 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 a 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 Mandatory Pre-Bid Meeting will be held on Tuesday June 28, 2016, at 10:00 a.m., in the office of the City Engineer, Public Works Division of Development Services, Third Floor, City Hall, 300 North "D" Street, San Bernardino, CA 92418. 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 hiring and participation. Bidder's attendance at this meeting is recommended, but the prime may certify that they are familiar with the program and attendance is not required. Attendance and/or certification may be used as part of the good faith effort.

Certified minority (MBE/WBE) subcontractors and material suppliers for the San Bernardino area located in Caltrans District 8 are listed on the California Unified Certification Program (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/index>.

**This project is subject to the requirements of the United States Department of Housing and Urban Development. The Federal Labor Standards are provided in Part III of the Plans and Special Provisions for this project.**

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 work classification required in the execution of contracts under jurisdiction of said Mayor and Common Council.

Bidders are advised that this project is funded with Community Development Block Grant Funds. The requirements of the Davis-Bacon Act will apply to this project and those requirements will be enforced. The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this Contract, a wage not less than minimum wage classification, as specified in both the Federal and State Wage Decision when the Contract amount for the Prime Contract exceeds \$2,000. **The higher of the two applicable wage classifications, either State Prevailing Wage or Davis-Bacon Federal Prevailing Wage, will be enforced for all work under this Contract.** The prime contractor is responsible for ensuring subcontractor compliance with Davis-Bacon and related Act Requirements. The Federal Labor Standards Provisions (HUD 4010) apply to this project

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

The Davis-Bacon Federal General Decision Prevailing Wage Rates are available at <http://www.access.gpo.gov/davisbacon/index.html>. General Decision prevailing wage rates for the County of San Bernardino, State of California in effect ten (10) days prior to the actual Bid Opening, are referenced and made a part thereof. Said wages in effect ten (10) days prior to the Bid Opening shall be physically inserted into the Contract Documents prior to contract execution by the CITY and the Contractor.

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, workers, 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 federal trainee requirements for the employment of apprentices. The Contractor shall follow the Federal Regulation guidelines found in Part III of the Special Provisions.

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 Contractor shall confirm that all apprentices are registered with an apprenticeship program that is in turn currently registered with the U S Department of Labor Office of Apprenticeship (DOLOA) and listed on the DOLOA website at <http://oa.doleta.gov/>.

The City of San Bernardino (CITY) 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 bid opening. The CITY reserves the right to take all bids under advisement for a period of 90 calendar days.

If there are any questions regarding this project, please contact the City Engineer's Office, in writing, as follows:

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

**SUBJECT: ROOF REPLACEMENT AT  
NORMAN F. FELDHEYM CENTRAL LIBRARY  
IN THE CITY OF SAN BERNARDINO**

Attention: **Saba Engineer, P.E** - Principal Civil Engineer  
Tel: (909) 384-5284; Fax: (909) 384-5190  
E-mail: [engineer\\_sa@sbcity.org](mailto:engineer_sa@sbcity.org) (with "Subject: **Roof Replacement**")

**Rick Moreno** – Building Maintenance Manager/City of San Bernardino  
E-mail: [Moreno\\_ri@sbcity.org](mailto:Moreno_ri@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

**NOTICE TO ADVERTISE:**

SPECIFICATION NO. 13069  
SHALL APPEAR IN FIRST ISSUE NOT LATER THAN  
DATE: 06/13/16 and 06/18/16  
(FIVE DAYS BETWEEN FIRST & SECOND PUBLICATION)

# **INSTRUCTIONS TO BIDDERS**

**INSTRUCTIONS TO BIDDERS**  
( See also PART II of These Special Provisions )

1. Receipt and Opening of Bids

The City of San Bernardino, California (the owner herein called the "CITY"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the CITY at the Office of the City Engineer, 3<sup>rd</sup> Floor of City Hall until **2:00 p.m., Tuesday, July 12, 2016**, and then publicly opened and read aloud in the City Engineer's Conference Room, 3<sup>rd</sup> Floor of City Hall.

All bids shall be delivered 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 for the following project:

**PLANS & SPECIAL PROVISIONS NO. 13069**  
**ROOF REPLACEMENT AT**  
**NORMAN F. FELDHEYM CENTRAL LIBRARY**  
**IN THE CITY OF SAN BERNARDINO**  
( INCLUDES COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS )

The CITY may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 calendar days after the actual date of opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed bid document forms and accompanied by the required bid contract documents following the bid forms. All blank spaces for bid prices must be filled in, in ink or typewritten, with unit prices both in words and figures, and all contract documents must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and mailed in sufficient time to reach the City Engineer's Office, 3<sup>rd</sup> Floor of City Hall prior to the day and hour of the scheduled Bid Opening.

### 3. Subcontracts

The bidder is specifically advised that for any person, firm, or other party, to whom it is proposed to award a subcontract under this contract, the following applies:

- a. Must be acceptable to the CITY, and;
- b. Must submit CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY. Approval of the proposed subcontract award cannot be given by the CITY unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirement to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to his bid, the bidder is advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

### 4. Withdrawal of Bids

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

### 5. Qualifications of Bidder

The CITY may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the CITY all such information and data for this purpose, as the CITY may request. The CITY reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the CITY that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

6. Bid Security

Each bid must be accompanied by cash, cashier's check, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the CITY, in the amount of 10% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the CITY and the accepted bidder have executed the contract, or, if no award has been made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

7. Liquidated Damages for Failure to Enter Into Contract

The successful bidder, upon his failure to refusal to execute and deliver the Contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the CITY, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the CITY and to fully complete the project within 60 Working Days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

9. Conditions of Work

Each bidder must inform himself fully of the conditions relative to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder to his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

10. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all addendums). The failure or omission of any bidder to examine any form; instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

11. Addenda and Interpretations

No other interpretation of the meaning of the Plans, Specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the City Engineer, City Hall, 300 North "D" Street, 3<sup>rd</sup> Floor, San Bernardino, California, 92418-0001; and to be given consideration, must be received at least six(6) working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Special Provisions which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes) not later than three (3) days prior to the date fixed for the opening of bids. Failure to any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his deliver of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the Document List and Section 3, "Award and Execution of Contract", in PART II of the Special Provisions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the CITY.

13. Power of Attorney

Attorneys-in-fact who sign bid bonds or payment and performance contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of PART I, PART II and PART III of the SPECIAL PROVISIONS which deal with the following:

- (a) Inspection and testing of materials
- (b) Insurance requirements
- (c) Wage rates
- (d) Stated allowances

## 15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

## 16. Community Development Block Grant Funds

Bidders are advised that this project is funded with Community Development Block Grant Funds. The requirements of the Davis-Bacon Act will apply to this project and those requirements will be enforced. The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this Contract, a wage not less than minimum wage classification, as specified in both the Federal and State Wage Decision when the Contract amount for the Prime Contract exceeds \$2,000. **The higher of the two applicable wage classifications, either State Prevailing Wage or Davis-Bacon Federal Prevailing Wage, will be enforced for all work under this Contract.** The prime contractor is responsible for ensuring subcontractor compliance with Davis-Bacon and related Act Requirements. The Federal Labor Standards Provisions (HUD 4010) apply to this project and are included in PART III of the Special Provisions.

Prevailing rates of wages for the State of California 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 referenced and made a part thereof.

The Davis-Bacon Federal General Decision Prevailing Wage Rates are available at <http://www.access.gpo.gov/davisbacon/index.html>. General Decision prevailing wage rates for the County of San Bernardino, State of California in effect ten (10) days prior to the actual Bid Opening, are referenced and made a part thereof. **Said wages in effect ten (10) days prior to the Bid Opening shall be physically inserted into the Contract Documents prior to contract execution by the CITY and the Contractor.**

A weekly certified payroll is required during the term of construction. Payment of invoice may be delayed when certified payrolls are not submitted weekly. The CITY shall make progress payments on any properly completed payment request submitted by the Contractor. The payment request shall not be deemed properly completed unless certified payroll form WH 347 has been properly completed and submitted on a weekly basis for each week worked during the time period covered by said payment request.

17. **Notice of Requirement For Affirmative Action  
To Ensure Equal Employment Opportunity**

The bidder's attention is called to the "Equal Opportunity Clauses" and "Standard Federal Equal Employment Specifications" contained in COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONTACT PROVISIONS in Part I of these Plans and Special Provisions. Goals and timetables for minority and female participation, expressed in percentage terms for the Contractors aggregate workforce in each trade on all construction work in the covered area, are 19% for minorities and 6.9% for women.

18. **Attorney's Fees and Arbitration**

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

19. **Method of Award - Lowest Qualified Bidder**

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the CITY as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the CITY may reject all bids or may award the contract on the base bid combined with such additive alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.

20. **Bidding and Negotiation Requirements**

Attention of bidder is directed to the requirements of the U. S. Housing and Urban Development regarding bidding and negotiation requirements. Prior to the signing of the contract, a preliminary statement of work force needs, (skilled, semi-skilled, unskilled labor and trainees by category) shall be provided where known, where not known, such information shall be supplied prior to the signing of any contract between Contractors and their subcontractors.

21. **Contractor Documents Required by HUD-CDBG Funding to be Submitted With Bid**

( See DOCUMENT LIST, Page DL-1 )

# **BID DOCUMENTS**

**BID FOR UNIT PRICE CONTRACT**

PLACE CITY OF SAN BERNARDINO .

DATE \_\_\_\_\_

PROJECT NO 13069 .

Bid of \_\_\_\_\_ ( hereinafter called "Bidder")\* a corporation, organized and existing under the laws of the State of \_\_\_\_\_, a partnership, or an individual doing business as \_\_\_\_\_, To the City Engineer of the City of San Bernardino, California (owner and hereinafter called "CITY" ).

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of:

**PLANS & SPECIAL PROVISIONS NO. 13069  
ROOF REPLACEMENT  
AT  
NORMAN F. FELDHEYM CENTRAL LIBRARY  
IN THE CITY OF SAN BERNARDINO  
( INCLUDES COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS )**

having examined the Plans and Special Provisions with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposed to furnish all labor, materials, and supplies, and to construct the project in accordance with the

Bid and Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the CITY and to fully complete the project within 60 Working Days, thereafter as stipulated in the Special Provisions. Bidder further agrees to pay as liquidated damages, the sum of \$500.00, for each consecutive calendar day thereafter as hereinafter provided in Section 4 of Part II of the Special Provisions.

Bidder shall acknowledge receipt of addendum(s) on Sheet C-1 of these Bid Documents.

\*Insert corporation, partnership or individual as applicable.

## SCOPE OF WORK

The roof and sky light to be replaced is for Norman F. Feldheim Central Library. The planned work will not be on major streets in the City of San Bernardino and traffic control will not be required. Inspection will be made by the Building and Safety Division. This inspection and the Bid Schedule will be the basis of payment to the contractor for the project.

The work to be done is at Main ( 2<sup>nd</sup> floor roof) Roof Area with Penthouses and Lower (1<sup>st</sup> floor areas) Roof Areas.

The work mainly consists of the removing and disposing of existing gravel surfaced asphalt built-up roof system. Adhered Thermoplastic-PVC Membrane Roof System: 72-mil **G410** Feltback Membrane installed over ¼” DensDeck Prime cover board and properly prepared Structural Concrete or Lightweight Insulating Concrete Roof deck substrate. Remove existing sky light and install new skylight; Install Bilco Type “S” Roof Hatch (36”x30” Paint Bond Steel); Install new “Sarnadrain w/ U-Flow” Retrofit Drain (4”); Install new Sarnatred-V Walk Tread (Light Gray); Repair/Replace damaged Lightweight Insulating Concrete 6.5” Thick.

The removal and replacement of roof and sky light shall be included as required by CITY inspection.

The Contractor shall be responsible for the complete roof replacement. In some case the work shall consist of the replacement and connection of the sky light, vents, in accordance with Roof Manufacture standards, inspection and approval of the work by the CITY. Bid Items on the Contract Bid Schedule are the CITY’s estimated items and quantities, and actual items and quantities may defer in the work of the project. Quantities of work shall be paid per item basis lump sum bid price on the Contractor’s submitted contract Bid Schedule and Section 6, of these Special Provisions.

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

The bidder also understands that there is no warranty or guarantee given or implied as to the total amount to be ordered as a result of this contract. The quantities stated in this bid are estimates, to be used for bid comparison purposes only.

## **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

### **ROOF REPLACEMENT**

**AT**

### **NORMAN F. FELDHEYM CENTRAL LIBRARY IN THE CITY OF SAN BERNARDINO**

**( INCLUDES COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS )**

in strict conformity with Plans and Special Provisions No. 13069, of the Engineering Division, 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 & SPECIAL PROVISIONS NO. 13069  
ROOF REPLACEMENT  
AT NORMAN F. FELDHEYM CENTRAL LIBRARY  
IN THE CITY OF SAN BERNARDINO**

BID ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY (ESTIMATED)	UNIT	UNIT PRICE (FIGURES)	TOTAL (FIGURES)
1.	MOBILIZATION	1	LS	\$ ____/LS	\$ _____
2.	DEMOLITION (ROOF SYSTEM REMOVAL)	1	LS	\$ ____/LS	\$ _____
3.	FURNISH AND INSTALL SKY LIGHT	1	LS	\$ ____/LS	\$ _____
4.	FURNISH ROOF MATERIALS AND INSTALL	1	LS	\$ ____/LS	\$ _____
5.	REPAIR/REPLACE DAMAGED LIGHTWEIGHT INSULATING CONCRETE 6.5" THICK	QUANTITY AS REQUIRED	SF	\$ ____/	

**TOTAL BID: \$ \_\_\_\_\_**

**BID NOTES:**

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

Total bid price for the entire contract work shall include the cost of labor, materials, equipment parts, implements, taxes and supplies necessary to compete 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 DOCUMENT section as their bid to the City. Failure to do so will result in 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 and the Bid and Contract Documents.

Time is of the essence in the completion of work encompassed by this bid. Contractor must commence work on roof replacement at Norman F. Feldheim Central Library and submit proof of insurance coverage for the entire work as per the Contract Documents, within ten (10) calendar days after notification by the CITY.

Contractor must pursue the work continuously after commencement of job to complete the entire work order. 60 working days are allowed for this project.

BIDDER fully understands that the bids submitted include the use of qualified installers (roofers), and that the CITY OF SAN BERNARDINO will not fund additional monies to accomplish the intent.

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

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

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

**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 4** of these Special Provisions..

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

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

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

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

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

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

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

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

Is Bidder currently a certified DBE? Yes  No

NAME (S)

ADDRESS (ES)

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

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

SIGNATURE OF BIDDER: \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_

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

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

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

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

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

\*\*\*\*\*

## SPECIAL NOTICE

\*\*\*\*\*

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

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

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

The following is in addition to Subsection 2-3.2, "Self Performance," of the Standard Specifications:

If the Bid submitted by the Contractor fails to meet at least 50% 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 Contract Agreement, the CITY discovers the Contractor is performing work amounting to less than 50% of the Contracted amount, except for "Specialty Items", the Contractor shall be notified that he or she is in violation of the Contract. The dollar amount of the portion found to be subcontracted by the Contractor, resulting in less than 50% of the amount of work required to be performed by the Contractor, shall be deducted from payment to the Contractor. The deduction shall not exceed 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.

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

**DESIGNATION OF SUB-CONTRACTORS**  
**PLANS & SPECIAL PROVISIONS NO. 13069**

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

Name & Address Under Which Licensed	Agency & No. of MBE/WBE CERT. (If Applicable)	Sub-Contractor's Phone-No.	Sub-Contract Amount	Contractor's License # 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

**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 Division of Public Works, Department of Development Services, 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

**CONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (*Appropriate Recipient*) \_\_\_\_\_

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

C/O \_\_\_\_\_

PROJECT NO. (*If any*): \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

1. The undersigned, having executed a contract with \_\_\_\_\_  
\_\_\_\_\_ for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

- (a) Neither he nor any firm, corporation, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (*29 CFR, Part 5*) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (*40 U.S.C. 276a-2(a)*).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a "Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements" executed by the subcontractors.

4. He Certifies that:

- (a) The legal name and the business address of the undersigned are:  
\_\_\_\_\_

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP      (3) A CORPORATION ORGANIZED IN  
THE STATE OF \_\_\_\_\_

(2) A PARTNERSHIP      (4) OTHER ORGANIZATION (*Describe*)  
\_\_\_\_\_

4. (cont.)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names, addresses and the nature of the interest of all other persons, both natural and corporate, having a substantial interest in the undersigned are (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

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

\_\_\_\_\_  
(CONTRACTOR)  
BY: \_\_\_\_\_  
(SIGNATURE)

**WARNING**  
U. S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever ..... makes, passes, utters or publishes any statement, knowing the same to be false ..... shall be fined not more than \$5,000 or imprisoned not more than two (2) years, or both."

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE  
WITH DAVIS-BACON AND RELATED ACTS REQUIREMENTS**

I, \_\_\_\_\_, as Prime Contractor for

Project Name: \_\_\_\_\_  
\_\_\_\_\_

Plans & Special Provisions No: \_\_\_\_\_

hereby make the following certification and acknowledgement with respect to the applicability of Davis-Bacon and Related Acts Requirements:

- 1) By entering into this Contract, I certify that I acknowledge that the above referenced project is federally funded and I am solely responsible for complying with Davis-Bacon and Related Acts Requirements; and,
- 2) The Prime Contractor and all Subcontractors are required to pay their laborers and mechanics employed under this contract, a wage not less than the highest wage applicable to their work classifications, as specified by the current and applicable Federal Wage Determination. If no Federal work classification appears to apply, the Prime Contractor shall make written request to the CITY to obtain applicable work classifications and wage rates prior to the start of construction. When the same classification appears in both the Federal and State Wage Determinations, the higher wage must be paid for that classification. The Prime Contractor is responsible for ensuring Subcontractor compliance with Davis-Bacon and Related Acts Requirements.

**IF THE COMPANY IS A CORPORATION, CORPORATE OFFICERS  
ARE AS FOLLOWS:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary / Treasurer

\_\_\_\_\_  
Signature, Prime Contractor

\_\_\_\_\_  
Title ( Owner or President )

\_\_\_\_\_  
Date

# CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

## INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 ( 30 F.R. 12319-25 ). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has *(they have)* participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has *(they have)* filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. **No contract shall be awarded unless such report is submitted.**

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## CERTIFICATION BY BIDDER

Bidder's Name: \_\_\_\_\_

Address and Zip Code: \_\_\_\_\_

\_\_\_\_\_

1. Bidder has on file an affirmative action program pursuant to Part 60-2 (applies to non-construction contracts).

YES  NO

2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

YES  NO  *(If answer is YES, identify the most recent contract.)*

*(If answer is no, contractor may be required to submit an EEO-1 survey or other reports to the Equal Employment Opportunity Commission. Contact the EEOC at 800-669-4000 or inquire online at <http://www.eeoc.gov/eo1survey/index.html>.*

3. Compliance reports were filed in connection with such contract or subcontract with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission.

YES  NO  NONE REQUIRED

CERTIFICATION – The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
*Name and Title of Signer (Please Type)*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**FORM OF BID BOND**

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

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

\_\_\_\_\_

*( Copy here the exact title description of work, including location as it appears on the proposal )*

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

NOW, THEREFORE,

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

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

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

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

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

\_\_\_\_\_  
*Principal* (SEAL)

\_\_\_\_\_  
*Surety* (SEAL)

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

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

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

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

**MBE/WBE INFORMATION - GOOD FAITH EFFORTS  
PLANS & SPECIAL PROVISIONS NO. 13069**

Federal Affirmative Action Compliance Guidelines have established a Minority Business Enterprise (MBE) Goal of **19%** and a Women Business Enterprise (WBE) Goal of **6%** for this project. The information provided herein shows that adequate good faith efforts were made. See also Page 11 of CDBG CONTRACT PROVISIONS of these Special Provisions.

- 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>
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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. 13069**

**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. _____ _____ _____	_____	\$ _____	_____	_____

**CONSTRUCTION CONTRACT PROVISIONS  
FOR FEDERALLY FUNDED PROJECTS**

CITY OF SAN BERNARDINO  
CONSTRUCTION CONTRACT PROVISIONS  
FOR FEDERALLY FUNDED PROJECTS

The following Standards, Instructions and Certifications are provided to ensure compliance with Federal and State contracting requirements for **Federal Community Development Block Grant** funded construction projects and are contained in these Special Provisions or, by their reference, are included in these Special Provisions.

- I. Documents -- All documents that will be required to be completed, signed and submitted by the lowest responsive bidder following the Bid Opening are contained in CDBG CONTRACT PROVISIONS at the end of Part I of these Special Provisions.
- II. Labor Standards and Provisions -- This section contains Federal and State labor regulations regarding construction contracts.
- \* Federal Labor Standard Provisions - HUD - 4010 -- The prime contractor and all subcontractors are required to abide by the Federal Labor Standards. The prime contractor is responsible for including these provisions in all subcontracts. (Authority cited in text of Provisions contained in PART III of these Special Provisions).
  - \* Title 29 - Labor (Part 3 and Part 5) -- Includes: Copeland "Anti-Kickback" Act and Davis-Bacon Provisions.
  - \* Article 40 USC - Section 327 -- Contract Work Hours and Safety Standards Act -- Established standards for hours of work and overtime pay.
  - \* California Labor Code Excerpts beginning with 1773.3 relating to Apprentices on Public Works -- The use of apprentices under State regulations, is described in this referenced document.
  - \* Prevailing State and Federal Wage Decisions -- The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this contract, a wage not less than the highest wage for the work classification, specified in both the Federal and State wage decision. (Authority - Title 29 - Labor Part 5)
  - \* Documents requiring signature under this section include:
    - (a) Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements. (Authority - Title 29-Labor Part 3 and Part 5)
    - (b) Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements. (Authority - Title 29 - Labor Part 3 and Part 5)

III. Equal Employment Regulations - This section contains Federal Equal opportunity requirements regarding construction and non-construction contracts.

- \* Affirmative Action Compliance Guidelines for Construction and Non-Construction Contractors ( contained in PART III ) - Prior to being awarded the contract, the selected contractor an subcontractor(s) who meet the guideline criteria for filing, must complete and submit the Affirmative Action Plan. This provision generally applies to contracts and subcontracts in excess of \$10,000. (Authority - Executive Order 11246 as amended by Executive Order 11375 and Executive Order 11246 as amended by Executive Order 11375 and Title 41 -- Public Contracts and Property Management, Part 60).

The following applies to all contracts and subcontracts with a value in excess of \$10,000 unless otherwise noted:

- \* Equal Employment Opportunity Clauses per Executive Order 11246 as amended by Executive Order 11375 (in PART III) include a summary of Equal Opportunity requirements that all contractors and subcontractors are subject to comply with regardless of contract value.
- \* Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Readjustment Act of 1974, as amended.
- \* U.S. Department of Housing and Urban Development – Standards of Conduct
- \* Documents requiring signature under this section include:
  - a) Certification of Bidder Regarding Equal Employment Opportunity.
  - b) Certification By Proposed Subcontractor Regarding Equal Employment Opportunity.
  - c) "Section 3" Clause, With Certification when the contract exceeds \$100,000.
  - d) Affirmative Action Policy for Contractors, Subcontractor and Vendors.
  - f) Certification of Compliance With Air and Water Acts -- The prime contractor and all subcontractors must comply with this certification when the contract exceeds \$100,000.
  - e) Contract Compliance Qualifying Report for Construction Contractor.

## **CONFLICT OF INTEREST**

Interest of Members, Officers, or Employees of the City of San Bernardino, Members of Local Governing Body, and other Public Officials.

No member, officer, or employee of the City of San Bernardino, of its designees or agents, no member of the governing body of the City of San Bernardino, and no other public official of such locality who exercise any functions or responsibilities with respect to the

**PLANS & SPECIAL PROVISIONS NO. 13069  
ROOF REPLACEMENT  
AT NORMAN F. FELDHEYM CENTRAL LIBRARY  
IN THE CITY OF SAN BERNARDINO**

during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or any subcontracts, or the proceeds thereof, for work to be performed in connection with construction of said improvements of the:

**ROOF  
AT NORMAN F. FELDHEYM CENTRAL LIBRARY  
IN THE CITY OF SAN BERNARDINO**

## DOCUMENT LIST

### (A) CONTRACTOR DOCUMENTS TO BE SUBMITTED WITH BID

1. **Contractor Certification Of Compliance With Davis-Bacon And Related Acts Requirements** -- (Authority - Title 29, Parts 3 and 5, and Federal Labor Standards Provisions -- HUD-4010).
2. **Certification of Bidder Regarding Equal Employment Opportunity** -- (Authority - Executive Order 11246 as amended).
3. **Bid Bond** -- In conformance with the example "Form of Bid Bond". (Minimum Bonding Requirements established by CITY for Federally Funded Projects).
4. **List of all Subcontractor'(s)** addresses, license numbers, certification numbers, dollar amount of subcontractors, and specific description of subcontracts.

### (B) CONTRACTOR AND SUBCONTRACTOR DOCUMENTS TO BE SUBMITTED PRIOR TO NOTICE TO PROCEED

1. **Executed Bid and Contract Documents** -- NOTE: HUD form 4010 must be attached to contract.
2. **Performance Bond** -- Minimum three (3) "wet" copies to be provided by Contractor for 100% of Bid Contract Amount.
3. **Labor and Materials Bond** -- Minimum three (3) "wet" copies to be provided by Contractor for 100% of the Bid Contract Amount
4. **Minority and Women Owned Business Enterprise Participation** -- This form contains data collected by the U.S. Department of Housing and Urban Development, and must be provided prior to the Pre-Construction Meeting.
5. **Subcontractor's Certification Of Compliance With Davis-Bacon And Related Acts Requirements** -- To be provided by all subcontractors (Authority - Title 29 CFR, Parts 3 and 5, and Federal Labor Standards Provisions -- HUD-4010).
6. **Certification by Proposed Subcontractor Regarding Equal Employment Opportunity** -  
- To be provided by all subcontractors. (Authority - Executive Order 11246 as amended).

(B) **CONTRACTOR AND SUBCONTRACTOR DOCUMENTS  
TO BE SUBMITTED PRIOR TO NOTICE TO PROCEED ( Continued )**

7. **Affirmative Action Policy for Contractors and Vendors** -- To be submitted by Contractors and Subcontractors with contract and subcontracts valued at \$10,000.00 or more. (Authority - Executive Order 11246 as amended; Title VII of the Civil Rights Act of 1964, as amended; Section 503 of the Rehabilitation Act of 1973; the California Fair Employment Practices Act, and the City of San Bernardino's Affirmative Action Program).
3. **Section 3 Clause with Certification** -- To be provided by Contractor and Subcontractors with contracts and subcontracts valued at \$100,000.00 or more. (Authority - cited in Text of Acts).
6. **Certification of Compliance with Air and Water Acts** -- To be provided by Contractor and Subcontractors with contracts and subcontracts valued at \$100,000.00 or more. (Authority - cited in Text of Acts).

(C) **CONTRACTOR DOCUMENTS TO BE SUBMITTED DURING CONSTRUCTION**

**In addition** to the above-named items, the Contractor must provide the following as noted: (Forms provided by Public Works prior to construction.):

- |        |                                                                                                                                                                                                                                                                                                                                        |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WEEKLY | 1. <b>Contractor Certified Payroll Reports</b> -- (Payroll Form WH-347).<br>(Authority - Title 29 CFR, Parts 3 and 5).                                                                                                                                                                                                                 |
| WEEKLY | 2. <b>Certified Payroll Reports</b> (Payroll Form WH-347) for all <u>Subcontractors</u> with subcontracts.<br>(Authority - Title 29 CFR, Parts 3 and 5).                                                                                                                                                                               |
| WEEKLY | 3. <b>Weekly Reports of Subcontractors on site.</b>                                                                                                                                                                                                                                                                                    |
|        | 4. <b>Contract Compliance Qualifying Report</b> for Construction Contractors and Vendors -- To be submitted by Contractor for all projects with a value of \$10,000.00 or more. (Authority - Executive Order 11246 as amended, Title VII of the Civil Rights Act of 1964, as amended and the California Fair Employment Practice Act.) |

INSERT CDBG CONTRACT PROVISIONS

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## CONSTRUCTION CONTRACT PROVISIONS - DEFINITIONS

The following are definitions of State and Federal provisions/documents for federally-assisted projects. Please refer to the "Required Documents Checklist" for any documents to be completed and submitted for this project.

**Affirmative Action Compliance Guidelines For Construction or Non-Construction Contractors** - Generally, affirmative action requirements apply to contracts and subcontracts in excess of \$10,000. This document provides guidelines to help contractors meet affirmative action and equal employment opportunity requirements set forth in Federal regulations 41 CFR 60.

**Bid Bond** - A bid guarantee of at least 10% of the contract price is required from each bidder and must be submitted with the Bid. A form is included in the "Bid Documents" of Part I of these Special Provisions.

**Certification of Bidder Regarding Equal Employment Opportunity** - This certification is included in the "Bid Documents" and is required by Federal law (41 CFR 60). It must be completed by the prime contractor and submitted to the CITY with the Bid Documents.

**Certification of Compliance with Air and Water Acts** - The prime contractor and all subcontractors must comply with this certification when the contract exceeds \$100,000.

**Certification of Proposed Subcontractor Regarding Equal Employment Opportunity** - This certification must be completed by all subcontractors and submitted to the prime contractor for submittal to the CITY prior to the pre-construction meeting.

**Contractor's Certification of Compliance with Davis-Bacon and Related Acts** - This certification is required by Federal law (29 CFR 5) and must be completed by the prime contractor and submitted to the CITY with the Bid Documents.

**Equal Employment Opportunity Clauses/Equal Employment Opportunity Construction Contract Provisions** - These provisions are to be inserted in all applicable federally-assisted contracts and subcontracts.

**Federal Labor Standards Provisions (HUD 4010 form)** - These provisions set forth the federal labor requirements for contractors working on a federally-assisted construction projects in which the prime contract exceeds \$2,000. The prime contractor and all subcontractors are required to pay their laborers and mechanics working onsite a wage not less than the highest wage for the work classification specified in both the Federal and State Wage Decisions when the contract amount for the prime contractor exceeds \$2,000. The prime contractor is responsible for including these provisions in all subcontracts.

**Federal Prevailing Wage Decision** - The Federal Wage Decision contains the federal wage rates for heavy construction projects within the County of San Bernardino. A copy of the decision is included in the bid package and can also be found at <http://www.gpo.gov/davisbacon/ca.html>. The wage decision that applies to the project is the one in effect 10 days prior to the bid opening date.

**Labor and Materials Bond** - This payment bond guarantees that employees/subcontractors, and suppliers are paid for services rendered and materials supplied. The Labor & Materials Bond must be at least one hundred percent (100%) of the contract price and must be submitted to the CITY upon award of the contract.

**Minority and Women-Owned Business Enterprise Participation Form** - This form contains data collected by the U.S. Department of Housing and Urban Development and must be completed by the prime contractor and submitted to the CITY prior to the pre-construction meeting.

**Performance Bond** - This bond guarantees the contractor's performance under the terms of the construction contract and must be at least one hundred percent (100%) of the contract price and submitted to the CITY following award of the contract.

**"Section 3"** - This law applies to construction contracts exceeding \$100,000, on projects funded by the U.S. Department of Housing and Urban Development (HUD). To the greatest extent feasible, contractor(s) and subcontractor(s) must attempt to become a Section 3 business. A Section 3 business is one owned by a low-income person, a business of which 30% of the workforce is comprised of low-income individuals, or a business that contracts 25% of its work to Section 3 businesses.

## **BID PACKAGE INSERT - NOTICE INVITING BIDS**

### **COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS:**

Bidders are advised that this project is funded with Community Development Block Grant Funds. The requirements of the Davis-Bacon Act will apply to this project and those requirements will be enforced. The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this Contract, a wage not less than minimum wage classification, as specified in both the Federal and State Wage Decision when the Contract amount for the Prime Contract exceeds \$2,000. **The higher of the two applicable wage classifications, either State Prevailing Wage or Davis-Bacon Federal Prevailing Wage, will be enforced for all work under this Contract.** The prime contractor is responsible for ensuring subcontractor compliance with Davis-Bacon and related Act Requirements. The Federal Labor Standards Provisions (HUD 4010) apply to this project.

A copy of the Davis-Bacon Federal Prevailing Wage, the date of which reflects the latest applicable modification at the time of this advertisement, is included in the Contract Documents & Specifications. Bidders shall be notified, via Addendum, of modifications, if any, which supercede that included herein, up until a minimum of ten (10) days prior to the actual Bid Opening.

## **BID PACKAGE INSERT - INSTRUCTIONS TO BIDDERS**

### **COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS:**

Bidders are advised that this project is funded with Community Development Block Grant Funds. The requirements of the Davis-Bacon Act will apply to this project and those requirements will be enforced. The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this Contract, a wage not less than minimum wage classification, as specified in both the Federal and State Wage Decision when the Contract amount for the Prime Contract exceeds \$2,000. **The higher of the two applicable wage classifications, either State Prevailing Wage or Davis-Bacon Prevailing Wage, will be enforced for all work under this Contract.** The Prime Contractor is responsible for ensuring Subcontractor compliance with Davis-Bacon and Related Act Requirements. The Federal Labor Standards Provisions (HUD 4010) apply to this project.

A copy of the Davis-Bacon Federal Prevailing Wage, the date of which reflects the latest applicable modification, is included in the Contract Documents & Specifications. Bidders shall be notified, via Addendum, of modifications, if any, which supercede that included herein, up until a minimum of ten (10) days prior to the actual Bid Opening.

A weekly certified payroll is required during the term of construction. Payment of invoice may be delayed when certified payrolls are not submitted weekly. The CITY shall make progress payments on any properly completed payment request submitted by the Contractor. The payment request shall not be deemed properly completed unless certified payroll form WH 347 has been properly completed and submitted on a weekly basis for each week worked during the time period covered by said payment request.

**Notice of Requirement For Affirmative Action To Ensure Equal Employment Opportunity** - The bidder's attention is called to the "Equal Opportunity Clause and "Standard Federal Equal Employment Specifications" contained in the bid package. Goals and timetables for minority and female participation, expressed in percentage terms for the Contractors aggregate workforce in each trade on all construction work in the covered area, is 19% for minorities and 6.9% for women.

## **INSERT – CONSTRUCTION CONTRACT**

Federal Labor Standard Provisions (HUD 4010 form) apply to this project and are attached.

## **REQUIRED DOCUMENTS CHECKLIST**

### ***REQUIRED PRIOR TO CONTRACT AWARD***

- 1. **Bid Package** signed by Contractor
- 2. **Signed Partnership Agreement** (if applicable)
- 3. **Bid Bond**
- 4. **Signed Contractor's Certification of Compliance with Davis-Bacon and Related Act Requirements**

### ***REQUIRED PRIOR TO PRECONSTRUCTION MEETING***

- 4. **Executed Contract/Purchase Order** NOTE: HUD form 4010 must be attached to contract
- 5. **Bonds** (performance/ payment or labor and material bonds)
- 6. **Completed "Minority and Women Owned Business Enterprise Participation" form**
- 7. **Completed Bidder/Subcontractor's Certification regarding Equal Employment**

### ***REQUIRED DURING CONSTRUCTION***

- 9. **Weekly Certified Payrolls**
- 10. **Statement of Authorization** (required if payrolls are certified by someone other than the owner or corporate officer)\*
- 11. **Fringe Benefit Statement** (required if employee benefits are paid to a trust/ fund)\*
- 12. **Section 3 Report** (Applies to contracts of \$100,000 or more)

*\*Note: These forms will be discussed by CITY staff at the preconstruction meeting*

# CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH DAVIS-BACON AND RELATED ACTS REQUIREMENTS

I, \_\_\_\_\_, as Prime Contractor for

Project:

hereby make the following certification and acknowledgment with respect to the applicability of Davis-Bacon and Related Acts Requirements:

- 1) By entering into this Contract, I certify that I acknowledge that the above referenced project is federally funded and I am solely responsible for complying with the Davis-Bacon and Related Acts Requirements; and,
- 2) The Prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this contract, a wage not less than the highest wage applicable to their work classifications, as specified by the current and applicable Federal Wage Determination. If no Federal work classification appears to apply, prime contractor shall make written request to CITY to obtain applicable work classifications and wage rates prior to start of construction. When the same classification appears in both the Federal and State wage decisions, the higher wage must be paid for that classification. The Prime Contractor is responsible for ensuring subcontractor compliance with Davis-Bacon and Related Acts Requirements.

**IF THE COMPANY IS A CORPORATION, CORPORATE OFFICERS ARE AS FOLLOWS:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary/ Treasurer

\_\_\_\_\_  
Signature, Prime Contractor

\_\_\_\_\_  
Title (Owner or President)

\_\_\_\_\_  
Date

## **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION**

This form is designed to assist the CITY in assessing and reporting the proposition and amounts of contracts and subcontracts awarded to Minority and Women Owned Business Enterprises (WMBE'S) for the project named below. Include information on all subcontractors and suppliers if the total bid amount exceeds \$10,000.

"Minority owned or controlled" means that 51% or more of the company's ownership or controlled interest in the company is held by one or more Black Americans, Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians), Hispanic Americans, or Asian/Pacific Americans (including persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia and Taiwan), or any other group of natural persons identified as minorities in the project specifications by the CITY.

"Female owned or controlled" means that 51% or more of the company's ownership or controlled interest in the company is held by one or more female persons.

### **PROJECT**

Project Name \_\_\_\_\_

\$ \_\_\_\_\_  
Total Bid Amount

Project Number \_\_\_\_\_

Federally funded or assisted?     Yes    No

### **CONTRACTOR**

Contractor's Name \_\_\_\_\_

Federal I.D. Number \_\_\_\_\_

\$ \_\_\_\_\_  
Portion of Bid Amount to be  
performed by Contractor

Address \_\_\_\_\_

CITY \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Minority owned/controlled?     Yes    No

If so, what Minority? \_\_\_\_\_

Female owned/controlled?     Yes    No

### **SUBCONTRACTORS**

1) \_\_\_\_\_  
Subcontractor's Name

Federal I.D. Number \_\_\_\_\_

\$ \_\_\_\_\_  
Subcontract Bid Amount

Address \_\_\_\_\_

CITY \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Minority owned/controlled?     Yes    No

If so, what Minority? \_\_\_\_\_

Female owned/controlled?     Yes    No

**SUBCONTRACTORS** (Continued)

2) \_\_\_\_\_  
Subcontractor's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Federal I.D. Number  
\$ \_\_\_\_\_  
Subcontract Bid Amount

\_\_\_\_\_  
CITY State Zip Code  
Minority owned/controlled? [ ] Yes [ ] No  
If so, what Minority? \_\_\_\_\_  
Female owned/controlled? [ ] Yes [ ] N

3) \_\_\_\_\_  
Subcontractor's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Federal I.D. Number  
\$ \_\_\_\_\_  
Subcontract Bid Amount

\_\_\_\_\_  
CITY State Zip Code  
Minority owned/controlled? [ ] Yes [ ] No  
If so, what Minority? \_\_\_\_\_  
Female owned/controlled? [ ] Yes [ ] No

4) \_\_\_\_\_  
Subcontractor's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Federal I.D. Number  
\$ \_\_\_\_\_  
Subcontract Bid Amount

\_\_\_\_\_  
CITY State Zip Code  
Minority owned/controlled? [ ] Yes [ ] No  
If so, what Minority? \_\_\_\_\_  
Female owned/controlled? [ ] Yes [ ] No

5) \_\_\_\_\_  
Subcontractor's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Federal I.D. Number  
\$ \_\_\_\_\_  
Subcontract Bid Amount

\_\_\_\_\_  
CITY State Zip Code  
Minority owned/controlled? [ ] Yes [ ] No  
If so, what Minority? \_\_\_\_\_  
Female owned/controlled? [ ] Yes [ ] No

6) \_\_\_\_\_  
Subcontractor's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Federal I.D. Number  
\$ \_\_\_\_\_  
Subcontract Bid Amount

\_\_\_\_\_  
CITY State Zip Code  
Minority owned/controlled? [ ] Yes [ ] No  
If so, what Minority? \_\_\_\_\_  
Female owned/controlled? [ ] Yes [ ] No  
Female owned/controlled? [ ] Yes [ ] No

# CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Project Name: \_\_\_\_\_

## INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

## CERTIFICATION BY BIDDER

Bidder's Name \_\_\_\_\_

Address & Zip Code \_\_\_\_\_

1. Bidder has on file an affirmative action program pursuant to Part 60-2 (*applies to non-construction contracts*).

Yes  No

2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes  No  (*If answer is yes, identify the most recent contract.*)

*(If answer is no, contractor may be required to submit an EEO-1 survey or other reports to the Equal Employment Opportunity Commission, contact the EEOC at 800-669-4000 or inquire online at <http://www.eeoc.gov/eo1survey/index.html>.*

3. Compliance reports were filed in connection with such contract or subcontract with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission.

Yes  No  None required

Certification: The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Name and Title of Signer (*Please Type*)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor: \_\_\_\_\_

Project Name: \_\_\_\_\_

## INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

## SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: \_\_\_\_\_

Address & Zip Code: \_\_\_\_\_

1. Bidder has on file an affirmative action program pursuant to Part 60-2 (*applies to non-construction contracts*).

Yes  No

2. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes  No  (*If answer is yes, identify the most recent contract.*)

*(If answer is no, contractor may be required to submit an EEO-1 survey or other reports to the Equal Employment Opportunity Commission, contact the EEOC at 800-669-4000 or inquire online at <http://www.eeoc.gov/eo1survey/index.html>.*

3. Compliance reports were filed in connection with such contract or subcontract with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission.

Yes  No  None required

*Certification:* The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Name and Title of Signer (*Please Type*)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

• *NOTE: THIS FORM MUST BE FILLED OUT BY EACH OF THE BIDDER'S SUBCONTRACTORS.*

## Section 3 Report - Contracts over \$100,000

Project Name/Number:

---

Prime Contractor Name/Address/Phone Number:

---



---

Please check the contract type:     Construction     Non-Construction

**Under Section 3 of the Housing and Urban Development Act of 1968, as amended (the Act), the City of San Bernardino is directed to award a portion of all construction contracts of \$100,000 or more, on projects funded by the Department of Housing and Urban Development (HUD), to Section 3 businesses. A Section 3 business: 1) is at least 51% owned by a low-income person, or 2) has a workforce comprised of at least 30% low-income persons, or 3) subcontracts at least 25% of its work to Section 3 businesses. Contractors with contracts over \$100,000 must show a good faith effort to become a Section 3 business.**

The prime contractor must complete the following. Numbers should reflect information from the prime contractor and all subcontractors working on the project.

Job Category	# of new hires for the project	# new hires that are low-income	% of total staff hours worked by new hires who are low-income	% of staff hours worked by low-income employees and trainees (including new hires)	# of low-income employees and trainees
Professionals					
Technicians					
Office/Clerical					
Construction By Trade (List):					
1. Trade					
2. Trade					
3. Trade					
4. Trade					
5. Trade					
6. Trade					
7. Trade					
Other (List)					

Please check one of the following:

- I am a Section 3 business
- I am not a Section 3 business
- I am working towards becoming a Section 3 business

If you checked the 3<sup>rd</sup> box above, please check efforts made to become a Section 3 business:

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies.
- Participated in a HUD program, which promotes the training and employment of low-income residents
- Participated in a HUD program which promotes the award of contracts to Section 3 businesses
- Coordinated with HUD Youth Build programs
- Other efforts made (describe):

## **"SECTION 3" CLAUSE**

3-2.2 Employment opportunities for business and lower income persons in connection with assisted projects. This clause applies to construction contracts of \$100,000 or more, on projects funded with \$200,000 or more in federal funds from the U.S. Department of Housing and Urban Development.

Assurance of compliance with regulations.

- (A) Every contract or agreement for a grant, loan, subsidy or other direct financial assistance in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities and new community facilities and new community development, entered into by the Department of Housing and Urban Development with respect to a Section 3 covered project shall contain provisions requiring the applicant or recipient to carry out the provisions of Section 3, the regulations set forth in this part, and any applicable rules and orders of the Department issued thereunder prior to approval of its application for assistance for a Section 3 covered project.
- (B) Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 clause):
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development as is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth to 24CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
  - c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organizations or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR 135. The contractor will not subcontract unless the subcontractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.
  - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns, to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
( EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4 )**

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<b>Timetables</b>	<b>Goals for minority participation for each trade</b>	<b>Goals for female participation for each trade</b>
	<u>19.0%</u>	<u>6.9%</u>

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of CALIFORNIA

County of SAN BERNARDINO

City of SAN BERNARDINO

**PART II**

**SPECIAL PROVISIONS**

## SPECIAL PROVISIONS

### INSTRUCTIONS TO BIDDERS

#### SECTION 1

##### 1-1 SPECIFICATIONS AND PLANS

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

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

- Agency - The City of San Bernardino.
- Board - The Mayor and Common Council for the City of San Bernardino.
- City Engineer - The City Engineer for the City of San Bernardino.
- Laboratory - The laboratory to be designated by the City of San Bernardino to test materials and work involved in the contract.
- Office of the District - Whenever, in the Standard Specifications, reference is made to the office of the District or the District's office, such references shall be deemed made to the Office of the City Engineer, Public Works Department, located on the 3<sup>rd</sup> floor of City Hall for the City of San Bernardino, 300 N. "D" Street, San Bernardino.

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

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

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

**Notice Advertising for Bids** - Notice Inviting Sealed Bids.

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

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

1-1.03 **STANDARD SPECIFICATIONS** - The Standard Specifications for the Agency are contained in the most current edition of the **STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, "GREEN BOOK"**, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California.

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

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

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

References in the Special Provisions to “CALTRANS Standard Specifications” shall mean the Standard Specifications (2010) of the State of California, Department of Transportation.

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

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

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

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

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

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

1-1.06      PLANS AND SPECIFICATIONS TO BE PROVIDED -- The City will provide the Contractor with five (5) sets of Plans and Specifications at no cost after the Award of Contract. The Contractor shall obtain all additional sets at its own cost.

1-1.07      ADDENDA OR BULLETINS -- All Bidders are advised as to the possibility of issuance of addenda affecting the items, scope or quantity of the work required for this project. Each Bidder shall be fully responsible for informing themselves as to whether or not any such addenda have been issued. The effect of all addenda to the Contract Documents shall be considered in the bid and said addenda shall be made a part of the Contract Documents and shall be returned with them. Failure to cover in a bid any such addenda issued may render the bid irregular and may result in its rejection by the City.

## SECTION 2

### 2-1 BID REQUIREMENTS AND CONDITIONS

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

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

Bidder's outreach efforts (good faith efforts) must reach out to MBEs, WBEs and all other business enterprises. Prime bidders could reasonably be expected to produce a level of participation by interested subcontractors of 19 % MBE and 6.9 % WBE on this project, per Community Development Block Grant (CDBG) funding requirements.

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/>.

Bidders shall make every reasonable effort to solicit bids from MBE/WBEs. A justification shall be provided to support the rejection of any bid from a minority or women's business enterprise, certified by Caltrans.

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

- (1) The bidder attended pre-solicitation or pre-bid meetings, if any, scheduled by the CITY to inform all bidders of the requirements for the project for which the contract will be awarded. The CITY may waive this requirement if the bidder certifies it is informed as to those project requirements.
- (2) The bidder identified and selected specific items of the project for which the contract will be awarded to be performed by sub-contractors to provide an opportunity for participation by MBEs, WBEs and other business enterprises. The bidder shall, when economically feasible, divide total contract requirements into small portions or quantities to permit maximum participation of MBEs, WBEs and other business enterprises.
- (3) The bidder advertised for bids from interested business enterprises not less than ten calendar days (see Sub-Section 2-1.04 for exception) prior to the submission of bids, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the CITY.
- (4) The bidder provided written notice of its interest in bidding on the contract to those business enterprises, including MBEs and WBEs, having an interest in participating in such contracts. All notices of interest shall be provided not less than ten calendar days (see Sub-Section 2-1.04 for exception) prior to the date the bids were required to be submitted. In all instances, the bidder must document that invitations for sub-contracting bids were sent to available MBEs, WBEs and other business enterprises for each item of work to be performed.
- (5) The bidder documented efforts to follow up initial solicitations of interest by contracting the business enterprises to determine with certainty whether the enterprises were interested in performing specific portions of the project.

- (6) The bidder provided interested enterprises with information about the Plans, Specifications and requirements for the selected sub-contracting work.
- (7) The bidder requested assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs and other business enterprises not less than fifteen days (see Sub-Section 2-1.04 for exception) prior to the submission of bids.
- (8) The bidder negotiated in good faith with interested MBEs, WBEs and other business enterprises and did not unjustifiably reject as unsatisfactory bids prepared by any enterprises, as determined by the CITY. As documentation the bidder must submit a list of all sub-bidders for each item of work solicited, including dollar amounts of potential work for MBEs, WBEs and other business enterprises.
- (9) The bidder documented efforts to advise and assist interested MBEs, WBEs and other business enterprises in obtaining bonds, lines of credit, or insurance required by the CITY or Contractor.

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

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

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

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

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

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

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

2-1.06 REQUIRED EXAMINATION OF ALL CONTRACT DOCUMENTS

- A. Before submitting a Bid, each Bidder shall thoroughly examine and be familiar with the Specifications, Plans, addenda, and all other Contract Documents. The submission of a Bid shall constitute an acknowledgement upon which the CITY may rely that the Bidder has thoroughly examined and is familiar with all the Contract Documents.
- B. The failure or neglect of a Bidder to receive or examine any of the Contract Documents shall in no way relieve that Bidder from any obligation with respect to its Bid or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Contract Documents.
- C. The Bidder shall not be allowed any extra compensation by reason of any matter or thing, concerning that which such Bidder might have fully informed himself prior to the bidding.
- D. No Bidder shall at any time after submission of a bid make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job.

REQUIRED INSPECTION OF THE SITE --

- A. Bidders are required to inspect the site of the proposed work to satisfy themselves by personal examination, or by such other means as they may prefer, of the location of the proposed work, and of the actual conditions, including subsurface of, and at, the site of the proposed work.
- B. If, during the course of examination, a Bidder finds facts or conditions that appear to be in conflict with the letter or spirit of the bidding documents, the Bidder shall notify the Engineer immediately.
- C. Submission of a Bid by the Bidder shall constitute conclusive evidence that, if awarded the Contract, it has relied and is relying on its own examination of the following:
  - 1. The site of the proposed work.
  - 2. Access to the site.
  - 3. All other data and matter requisite to the fulfillment of the work.
  - 4. The Bidder's own knowledge of existing facilities on and in the vicinity of the site of the proposed work under the Contract.
  - 5. The conditions to be encountered.
  - 6. The character, quality, scope and complexity of the proposed work.
  - 7. The quality and quantity of the materials to be furnished.
  - 8. The requirements of the Specifications, Plans, any addenda, or any other Contract Documents.
- D. The information provided by the CITY is not intended to be a substitute for, or a supplement to, the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder.

2-1.08      DESIGN ENGINEER MAY NOT BID ON CONSTRUCTION CONTRACT

-- No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. Those ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

2-1.09      WITHDRAWAL OF BIDS -- A bid may be withdrawn by a written request

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

2-1.10      IRREGULAR BIDS -- Unauthorized conditions, limitations, or provisions

attached to a bid will render it irregular and may cause its rejection. The completed bid forms shall be without interlineations, alterations, or erasures. No oral, telegraphic, or telephonic bid, modification, or withdrawal will be considered.

## SECTION 3

### 3-1 AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

## SECTION 4

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

4-1.01 GENERAL -- Attention is directed to the provisions of Section 6, "Prosecution, Progress and Acceptance of the Work", of the Standard Specifications and these Special Provisions.

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

The Contractor's representative and the **Contractor's principal subcontractors** (*performing \$10,000 or above of the Contract work*) shall attend the CITY's pre-construction meeting. The Contractor and **principal subcontractors shall also attend** all separate pre-construction meetings required by other agencies and utilities involved in this Project.

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

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

4-1.04 WORKING DAYS -- The Contractor shall diligently prosecute the work to completion before the expiration of

60 WORKING DAYS

from the date of the "NOTICE TO PROCEED".

4-1.05 PERMITS AND LICENSES -- Prior to issuance of a "Notice to Proceed", Contractor shall obtain a CITY 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.

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

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

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

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

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

## SECTION 5

### 5-1 LEGAL REQUIREMENTS

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

The Contractor shall indemnify and save harmless the City of San Bernardino, the County of San Bernardino, the State of California, and/or any incorporated city from all claims or suits for damages arising from the prosecution of the contract work, as more fully described in Subsection 5-1.06, "Contractor's Liability", of these Special Provisions..

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

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

Contractor shall maintain minimum limits of insurance no less than:

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

3. Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage;
4. Employer's Liability: \$1,000,000.00 per accident for bodily injury or illness;
5. Course of Construction: Completed value of the project.

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

5-1.04 PAYMENT OF PREVAILING WAGE RATE -- The Contractor and all subcontractors shall pay each craft or worker employed on this project not less than the prevailing wage rates specified in Resolution No. 90-358 of the Mayor and Common Council of the City of San Bernardino. The Engineer shall have the right to interview any craft or worker on the project site in order to verify payment of prevailing wage rates in accordance with Resolution No. 90-358. Prevailing wage shall comply with current rates and all updates in effect 10 days prior to the bid opening of the project.

The Contractor shall pay the higher of the latest State or Federal Prevailing Wage Determination. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employee in question.

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

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

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

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

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

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

5-1.06        EMPLOYMENT OF APPRENTICES -- This project is subject to federal trainee requirements for the employment of apprentices. The Contractor shall follow the Federal Regulation guidelines found in Part III of these Special Provisions.

The Contractor shall confirm that all apprentices are registered with an apprenticeship program that is in turn currently registered with the U S Department of Labor Office of Apprenticeship (DOLOA) and listed on the DOLOA website at <http://oa.doleta.gov/>.

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

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

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

5-1.07        CONTRACTOR'S LIABILITY -- The City of San Bernardino, the Mayor and Common Council, the City Manager or the City Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workers or the public; or for damage to any person or persons, either workers or the public; or for damage to adjoining property from any cause which might have been

prevented by the Contractor, or his workers, or any one employed by him; against all of which injuries or damages to persons and property the Contractor, having control over such work, must properly guard.

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

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

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

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

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

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

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

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

5-1.09        REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES -- When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays", of the Standard Specifications.

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

5-1.11        CITY BUSINESS REGISTRATION CERTIFICATE -- The Contractor warrants it possesses, or shall obtain, and maintain during the term of this Agreement, a business registration certificate pursuant to Title 5 of the City of San Bernardino Municipal Code, and any and all other licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required of contractor/consultant/vendor to practice its profession, skill or business. Contractor shall obtain a City of San Bernardino Business Registration at his/her own expense.

ACCORD FORM INSURANCE SAMPLE:

<b>ACCORD</b>		<b>CERTIFICATE OF INSURANCE</b>			DATE (MM/YY/DD) 00 / 00 / 00	
<b>PRODUCER</b>  COMMERCIAL ASSOCIATES INS., INC. 1226 EAST LA PALMA AVENUE ANAHEIM, CA 92807 (714) 524-4949 FAX: (714) 524-4940				THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
				COMPANIES AFFORDING COVERAGE		
<b>INSURED</b>  <b>YOUR COMPANY NAME</b> AND ADDRESS				COMPANY <b>A</b> CNA - TRANSCONTINENTAL		
				COMPANY <b>B</b> CNA - VALLEY FORGE		
				COMPANY <b>C</b> CHUBB GROUP - FEDERAL INSURANCE		
				COMPANY <b>D</b>		
<b>COVERAGES</b>						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/YY/DD)	POLICY EXPIR DATE (MM/YY/DD)	LIMITS	
A	GENERAL LIABILITY	102267576	02/01/98	02/01/99	EACH OCCURRENCE	\$ 1,000,000
	X COMMERCIAL GEN LIABILITY				FIRE DAMAGE (ANY ONE FIRE)	\$ 500,000
	CLAIMS MADE OCCUR				MED EXP (ANY ONE PERSON)	\$ 5,000
	X OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGREGATE	\$ 2,000,000
					PRODUCTS-COMP/OP AGG	\$ 2,000,000
B	AUTOMOBILE LIABILITY	BAP 5197135	02/01/98	02/01/99	COMBINED SINGLE LIMIT	\$ 1,000,000
	X AUTO				BODILY INJURY (Per Person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident)	\$
	HIRED AUTOS					
	NON-OWNED AUTOS					
GARAGE LIABILITY	ANY AUTO				ANY AUTO ONLY - EACH ACCIDENT	\$
					other than auto only: EACH	\$
					ACCIDENT other than auto only: AGGREGATE	\$
C	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY	02/01/98	02/01/99	X WORKERS COMP STATUTORY LIMITS		
				E.L. EACH ACCIDENT	\$1,000,000	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:			INCL	E.L. DISEASE - EA EMPLOYEE	\$1,000,000
				EXCL	E.L. DISEASE - POLICY LIMIT	\$1,000,000
OTHER						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS <b>JOB LOCATION: ALL CALIFORNIA OPERATIONS OF THE NAMED INSURED</b> <b>RE: (INSERT PROJECT NAME)</b> <b>BELOW NAMES AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AS REQUIRED BY PROJECT CONTRACT</b>						
CERTIFICATE HOLDER  THE CITY OF SAN BERNARDINO DEPARTMENT OF PUBLIC WORKS 300 N. "D" STREET, 3 <sup>RD</sup> FLOOR SAN BERNARDINO, CA 92418-0001				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMES TO THE LEFT.  AUTHORIZED REPRESENTATIVE <p style="text-align: right;"><i>JOHN E. SMITH (Signature)</i></p>		
ACCORD 25-S (1/95) <span style="float: right;">© ACCORD CORPORATION</span>						

SAMPLE ONLY

## COMMERCIAL GENERAL LIABILITY

**NAMED INSURED:**

**POLICY NUMBER:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART-OCCURRENCE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

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

# SAMPLE ONLY

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

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

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

CG 20 10 11 85

\_\_\_\_\_  
Authorized Representative for  
CNA Insurance Group  
Golden Eagle Insurance Company

## SECTION 6

### 6-1 GENERAL

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

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

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

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

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

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

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

6-1.03 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS -- The Contractor shall adhere strictly to Sections 7-8 and 7-10 of the Standard Specifications for Public Works (Green Book) through the entire project. The Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to be prepared to provide hay bales or similar devices to prevent erosion from being washed into the storm drain system. The Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its Surety shall fully indemnify the City for any pollution damage and/or cleaning costs. All construction on off-site or on-site improvements shall adhere to NPDES (National Pollution Discharge Elimination System) Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems.

The following are the areas to be addressed where applicable:

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

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

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

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

CONSTRUCTION PRACTICES

Water Conservation Practices  
Dewatering  
Paving Operations  
Structure Construction and Painting

MATERIAL MANAGEMENT

Material Delivery and Storage  
Material Use  
Spill Prevention and Control

WASTE MANAGEMENT

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

VEHICLE AND EQUIPMENT MANAGEMENT

Vehicle and Equipment Cleaning  
Vehicle and Equipment Fueling  
Vehicle and Equipment Maintenance

VEGETATIVE STABILIZATION

Scheduling  
Preservation of Existing Vegetation  
Temporary Seeding and Planting  
Mulching

PHYSICAL STABILIZATION

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

### RUNOFF DIVERSION

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

### VELOCITY REDUCTION

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

### SEDIMENT TRAPPING

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

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

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

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 BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the CITY will deduct, from the final payment due the Contractor, the total amount of any fines levied on the CITY, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

**STORM WATER POLLUTION PREVENTION PLAN ( SWPPP ):** A Storm Water Pollution Prevention Plan (SWPPP) shall be defined as a report that includes site map(s), identification of construction and contractor activities that could pollute storm water, and a description of measures and practices to control the potential pollutants. The preparation and implementation of the SWPPP is intended to ensure that the Contractor will make every reasonable effort to prevent the pollution of water resources during the period of construction. All projects, regardless of size, shall have a SWPPP developed prior to the performance of any soil disturbing activities. Projects **over one acre** are placed under the regulations of the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge Associated with Construction Activity. In the State of California, these regulations are adopted by the State Water Resources Control Board and as such projects that fall into this category must submit a Notice of New Construction (NONC) to the State Water Resources Control Board (SWRCB) to obtain a waste discharge identification number (WDID). This information is available for review and downloading on the State of California, Department of Transportation web site at <http://www.dot.ca.gov/hq/construc/stormwater/manuals>.

SWPPP's over one acre shall be prepared under the supervision of, and signed by, a Civil Engineer registered by the State of California. All SWPPP's shall include and incorporate BMPs that address contractor activities, erosion, and sedimentation control. The SWPPP shall also include and incorporate appropriate BMPs for run-off generated by construction activities and other non-storm water sources. During all periods of construction, excavated soils which are stored on-site shall be completely covered with waterproof material and sand (or gravel) bagged or bermed in order that, in the event of a storm, no soil becomes mixed with or transported by storm water run-off.

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

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

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

The City's NPDES Section shall be contacted prior to any work to determine whether or not the project will require the development of a Water Quality Management Plan (WQMP).

THE CONTRACTOR SHALL COMPLY WITH THESE REQUIREMENTS AND CITY ENGINEER'S DIRECTIONS DURING THE COURSE OF CONSTRUCTION.

Full compensation for the implementation of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials to comply fully with NPDES requirements shall be considered as included in the contract bid lump sum price, or if no specific bid item, the contract bid prices paid for the various bid items of work, and no additional compensation shall be allowed therefor.

Full compensation for preparation of the SWPPP, revisions to the SWPPP, and all other related costs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials to comply fully with NPDES requirements shall be considered as included in the contract bid lump sum price, or if no specific bid item, the contract bid prices paid for the various bid items of work, and no additional compensation shall be allowed therefor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6-1.08 PROJECT APPEARANCE -- The contractor shall maintain a neat appearance to the work including use of street sweeping and graffiti removal. The Contractor shall inspect the project site each working day and be prepared to remove debris and graffiti from all surfaces, including security fencing, on the day of occurrence.

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

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

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

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

6-1.10            SURVEYING SERVICE -- Not applicable for this project.

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

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

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

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

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

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

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

6-1.16 SAFETY SUPERVISOR AND MEETINGS --

- A. The Contractor shall appoint an employee as safety supervisor who is qualified and authorize to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Engineer in writing prior to the commencement of work of the name of the person who will act as the Contractor's Safety Supervisor.
- B. The Contractor will, through and with his Safety Supervisor, ensure that all of its employees, and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Supervisor shall be a full-time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the work site and for developing and implementing safety training classes for all job personnel.
- C. The Contractor and its affected subcontractors shall attend safety coordination meetings. The minutes of their meetings shall be submitted to the Engineer.

6-1-17 MEETINGS --

- A. The Contractor shall attend weekly progress meetings at the project site.
- B. In general, these meetings will be attended by the Contractor, the Engineer or his designee, and any subcontractors, suppliers, distributors or other concerned individuals with issues or items to discuss.
- C. Meeting minutes will be taken by the Engineer or his/her designee. The meeting minutes will be available to the Contractor at the following weekly meeting. The Contractor shall be responsible to distribute the meeting minutes to all parties performing work under his contract.

- D. The Engineer shall have the authority to require that a mandatory meeting be held at any time during normal work hours.
- E. These meetings shall be attended by the Contractor, the Engineer or his/her designee, and any subcontractors specified by the Engineer.

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

## SECTION 7

### 7-1 UTILITIES

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

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

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

1. SOUTHERN CALIFORNIA EDISON COMPANY  
287 Tennessee Street  
Redlands, CA 92373  
  
Phone: (909) 307-6788                      Attn: Ben Murguia
  
2. SOUTHERN CALIFORNIA GAS COMPANY  
1981 West Lugonia Avenue  
Redlands, CA 92374-9796  
  
Phone: (909) 335-7772                      Attn: Devery Jennings
  
3. SAN BERNARDINO MUNICIPAL WATER DEPARTMENT  
Water Utility Engineering Section  
300 North "D" Street, 5<sup>th</sup> Floor  
San Bernardino, CA 92418  
  
Phone: (909) 384-5092                      Attn: Mike Nevarez

4. VERIZON  
1980 Orange Tree Lane, Suite 100  
Redlands, CA 92374-2803  
  
Phone: (909) 748-6655                      Attn: Control Desk
  
5. TIME WARNER TELCOM OF CALIFORNIA (*ADELPHIA; COMCAST*)  
1500 Auto Center Drive  
Ontario, CA 91761-1561  
  
Phone: (909) 795-3349                      Attn: Stewart King
  
6. TIME WARNER TELCOM OF CALIFORNIA (*ADELPHIA; TC I*)  
1500 Auto Center Drive  
Ontario, CA 91761-1561  
  
Phone: (909) 798-8588                      Attn: Mark Davenhauer
  
7. TIME WARNER TELECOM OF CALIFORNIA  
3281 Guasti Road, Suite #350  
Ontario, CA 91761  
  
Phone: (909) 456-3697                      Attn: Richard Wilkerson    Cell: (714) 801-6141
  
8. A.T. & T. - OSP Engineering  
Cable Maintenance & Right of Way  
2741 N. Main Street  
Walnut, CA 94596-2714  
  
Phone: (916) 799-4642                      Attn: Rosemary Hamill, Cell Phone  
  
A.T. & T. - Cable Hazards Center  
Phone: (800) 252-1133

or

- A.T. & T. - Plant Protection Services  
Phone: (909) 381-7385                      Attn: John Bradley
  
9. A.T. & T. (*SBC - PACIFIC BELL TELEPHONE*)  
ATTN: Right-of-Way Liaison  
1265 N. Van Buren Street, Room #180  
Anaheim, CA 92807  
  
Phone: (714) 666-5401                      Attn: Susan Morgan

10. SPRINT COMMUNICATIONS  
Attn: Outside Plant Engineering  
282 South Sycamore Street  
Rialto, CA 92376  
  
Phone: (909) 874-7450                      Attn: Lynn Durrett
  
11. MCI – Western Region OSP  
Outside Plant Construction  
157 S. Lilac Street  
Rialto, CA 92376  
  
Phone: (909) 421-5309                      Attn: Chuck Trimble
  
12. CHARTER COMMUNICATIONS  
7337 Central Avenue  
Riverside, CA 92504-1440  
  
Phone: (951) 343-5139                      Attn: Dean Vandever
  
13. EAST VALLEY WATER DISTRICT  
3654 Highland Avenue, Suite #18  
Highland, CA 92346-2607  
  
Phone: (909) 888-8986                      Attn: Justin Parker
  
14. SAN BERNARDINO COUNTY INFORMATION SERVICES  
NETWORK SERVICES  
Attn: Randy Miller, Division Chief  
670 E. Gilbert Street  
San Bernardino, CA 92415  
  
Phone: (909) 388-5910                      Attn: Michele Watson
  
15. OMNITRANS  
1700 W. 5<sup>th</sup> Street  
San Bernardino, CA 92411  
  
Phone: (909) 379-7153                      Attn: Allen Wild – Stops & Station Changes

16. CITY OF SAN BERNARDINO  
INFORMATION SERVICES – COMMUNICATIONS  
300 North “D” Street, 4<sup>th</sup> Floor  
San Bernardino, CA 92418

Phone: (909) 384-5947                      Attn: Larry Martin

17. CITY OF SAN BERNARDINO  
PUBLIC WORKS DEPARTMENT  
OPERATIONS AND MAINTENANCE DIVISION  
234 S. Mt. View Avenue  
San Bernardino, CA 92408

Phone: (909) 384-5143                      Attn: John Van Havermaat

18. CITY OF SAN BERNARDINO  
PUBLIC WORKS DEPARTMENT  
OPERATIONS AND MAINTENANCE DIVISION  
TRAFFIC SIGNALS & STREET LIGHTING  
234 S. Mt. View, #110  
San Bernardino, CA

Phone: (909) 384-5129                      Attn: Clemente Elizalde

7-1.02            CONTRACTOR’S RESPONSIBILITY -- The Contractor shall verify the location of all underground utilities and services, including potholing, before proceeding with the excavation work, requesting in advance the services of inspectors from the utility companies in order to ascertain said locations. Damage to underground utilities resulting from neglect on the part of the Contractor shall be corrected and paid for by the Contractor.

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

7-1.04            UTILITIES NOTIFICATION -- The Contractor shall notify all owners of public utilities seventy two (72) hours in advance of excavating around any of their facilities and substructures and shall also provide the same notice to Underground Service Alert of Southern California, telephone number 1/800/422-4133.

7-1.05        UTILITIES INTERFERENCE -- Utilities which are found, by exploratory location or by excavation, to interfere with the construction of this project will be relocated, altered, or reconstructed, or the Engineer may order changes in location, line or grade of the project structure, to be built in order to avoid said utility. The Contractor may coordinate the work with the utility owners.

Abandoned utilities, which interfere with the construction of any portion of this project, may be cut by the Contractor, the interfering portion of the utility removed and open ends of the pipe sealed with a suitable plug or cap.

7-1.06        PAYMENT -- Full compensation for conforming to the requirements of this Section, not otherwise provided for, shall be considered as included in the prices paid for the various contract bid items of work involved and no additional compensation will be allowed therefor.