

CITY OF VICTORVILLE



BID PACKAGE

FOR

EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT

PROJECT BM21-046

BID DUE DATE AND TIME:

NOVEMBER 4, 2020

AT

2:30 P.M. PST

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NOTICE INVITING BIDS

I. **PROJECT TITLE: EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT, Project BM21-046**

PROJECT SUMMARY: The City of Victorville is soliciting proposals from local Contractors to perform asphalt repair in El Rio Road and in Calvary Court Drive, and to replace existing vault lid for the City's fire system in the Mall of Victor Valley. This project will be of three phases of work and they will be as follows:

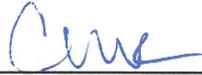
1. T-cut repair approximately 1880 linear feet of asphalt along El Rio Road between Coalinga Road and Cerezo Road which deteriorated due to poorly compacted utility trench for 30" transmission main in the east side of the road.
 2. Remove and replace existing cast-in-place reinforced concrete panel including vault lid/frame assembly with occasional H-20 load rated rectangular spring-assisted double wide-open lid/frame per COV Standard Drawing W-33
 3. T-cut repair deteriorated asphalts in Calvary Court Drive in compliance with the San Bernardino County Standards. It will be the Contractors responsibility to obtain required County permits and associated inspections.
- II. **BIDS** – Bids shall be received by the Finance Division, at Victorville City Hall, 14343 Civic Drive, Victorville, CA 92392, (attention Bruce Miller (760) 955-5085) until **2:30 p.m. PST on Wednesday, November 4, 2020**. Emailed and faxed bids **will** be accepted. There will be no public opening of submitted bids.
- III. **NO PRE-BID MEETING:** Any prospective bidder desiring an explanation or interpretation of the solicitation, plans, specifications, etc., must request it in writing to the Purchasing Section **by no later than 12:00 p.m. PST on Tuesday, October 20, 2020** in order to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a Contract will not be binding. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all prospective bidders as an addendum to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders. In no event shall failure to inspect the site constitute grounds for a claim after contract award.
- IV. **BID PROPOSAL GUARANTY:** Each Bid Proposal shall be accompanied by a bid proposal guaranty in the form of cash, cashier's or certified check, or bidder's bond made payable to the "City of Victorville" for an amount equal to at least ten percent (10%) of the bid amount. Said proposal guaranty shall be enclosed in the same envelope with the Bid Proposal. No bid shall be considered unless such bid proposal guaranty is enclosed therewith.
- V. **CONTRACT DOCUMENTS:** All bid related documents are available at the City of Victorville's website at <https://www.victorvilleca.gov/government/city-departments/administrative-services/finance/purchasing/bids> as well as at www.ebidboard.com.
- VI. **PREVAILING WAGE:** The work contemplated by this project is a public work subject to prevailing wages under California Labor Code section 1770 *et. seq.* The successful bidder will be required to pay not less than the prevailing rate of per diem wages as determined by the California Department of Industrial Relations (DIR) in effect on the date the work is performed.
- VII. **DIR REGISTRATION:** All contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. (Labor Code §§ 1725.5 and 1771.1) No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the Bidder, and its subcontractors, of any tier, shall maintain active registration

with the DIR for the duration of the project. The City will review the DIR maintained list at <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for contractor registration. The City will notify DIR within five days of the award of contract electronically on a form provided by DIR.

- VIII. **CONTRACTOR'S LICENSE:** Bidders are to be licensed in accordance with the provisions of the "Contractor's License Law," Chapter 9 of Division 3 of the California Business and Professions Code. In addition, at the time of submitting the bid, the contractor must possess a valid **Class A** California Contractor's License.

Date: October 6, 2020

Signed, City Clerk





Instructions to Bidders

EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT

EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT

INSTRUCTIONS TO BIDDERS

- I. **PROJECT SUMMARY:** The City of Victorville is soliciting proposals from local Contractors to perform asphalt repair in El Rio Road and in Calvary Court Drive, and to replace existing vault lid for the City's fire system in the Mall of Victor Valley. This project will be of three phases of work and they will be as follows:
- i. T-cut repair approximately 1880 linear feet of asphalt along El Rio Road between Coalinga Road and Cerezo Road which deteriorated due to poorly compacted utility trench for 30" transmission main in the east side of the road.
 - ii. Remove and replace existing cast-in-place reinforced concrete panel including vault lid/frame assembly with occasional H-20 load rated rectangular spring-assisted double wide-open lid/frame per COV Standard Drawing W-33
 - iii. T-cut repair deteriorated asphalts in Calvary Court Drive in compliance with the San Bernardino County Standards. It will be the Contractors responsibility to obtain required County permits and associated inspections.
- II. **BIDS** – Bids shall be received by the Administrative Services Department, Finance Division, at Victorville City Hall, 14343 Civic Drive, 2nd Floor, Victorville, CA 92392, (attention Bruce Miller (760) 955-5085) until **2:30 p.m. PST on Wednesday, November 4, 2020**. Emailed and faxed bids **will** be accepted. There will be no opening of submitted bids.
- III. **NO PRE-BID MEETING:** Any prospective bidder desiring an explanation or interpretation of the solicitation, plans, specifications, etc., must request it in writing to the Purchasing Section **by no later than 12:00 p.m. PST on Tuesday, October 20, 2020** in order to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a Contract will not be binding. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all prospective bidders as an addendum to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders. In no event shall failure to inspect the site constitute grounds for a claim after contract award.
- IV. **ENGINEER'S ESTIMATE:** The Engineer's Estimate is \$200,000.00 - \$250,000.00.
- V. **EXECUTION OF CONTRACT:** The Construction Agreement shall be signed by the successful bidder and returned, together with contract bonds, proof of certain insurance coverage and a copy of City of Victorville Business License within 10 days, not including, Saturday, Sunday, and legal holidays, after the bidder has received the Contract for execution.
- VI. **BEGINNING OF WORK AND TIME OF COMPLETION:** The work under this Contract shall be diligently prosecuted to completion before expiration of **TWENTY (20) WORKING DAYS** beginning within fifteen calendar days after the "Notice to Proceed" date.
- VII. **LIQUIDATED DAMAGES:** The Contractor shall pay the City of Victorville the sum of **FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) per calendar day** for each and every calendar day delay in finishing the work in excess of **TWENTY (20) WORKING DAYS** as specified above as Liquidated Damages. The City withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.
- VIII. **PROPOSAL GUARANTY:** Each bid must be accompanied by cash, a cashier's check, a certified check, or a corporate surety bond on the form furnished by the City of Victorville, as a

guarantee that the bidder will, if an award is made in accordance with the terms of this bid, promptly secure Workers' Compensation Insurance, Liability Insurance, execute and provide two (2) signed Contracts on the required form, and furnish satisfactory bonds for the faithful performance of the contract, and for the payment of claims of material suppliers and laborers hereunder.

- IX. FAILURE TO EXECUTE CONTRACT:** Failure of the lowest responsive and responsible bidder, the second lowest responsive and responsible bidder, or the third lowest responsive and responsible bidder to execute the Contract and file acceptable bonds as provided herein within 10 days, not including Saturday, Sunday, or legal holidays, after the bidder has received the Contract for execution, shall be just cause for the forfeiture of the proposal guaranty. The successful bidder may file with the City a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the Contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the Contract and furnish acceptable bonds within the time hereinbefore prescribed.
- X. RETURN OF PROPOSAL GUARANTIES:** The proposal guaranties accompanying the proposals of the first, second and third lowest responsive and responsible bidders will be retained until the Contract has been finally executed, after which those proposal guaranties, except bidder's bonds and any guaranties which have been forfeited, will be returned to the respective bidders whose proposals they accompanied. The proposal guaranties submitted by all other unsuccessful bidders will be returned upon determination, by the City, of the first, second and third lowest responsive and responsible bidders.
- XI. BID PROPOSAL AND CONSTRUCTION AGREEMENT DOCUMENTS:** The Bid Proposal Documents and Construction Agreement Documents shall consist of the Notice Inviting Bids, Instructions to Bidders, General Requirements, Special Provisions, Proposal Instructions, Proposal, Questionnaire, Bidder's Bond with cash, certified check, cashier's check or bond, Bid Proposal, List of Subcontractors, Non-Collusion Declaration, Exception Form, Construction Agreement, Payment Bond, Faithful Performance Bond, and Guaranty, together with all additions, deletions, modifications, appendices, and all addenda, as prepared prior to the date of the bid opening, setting forth any modifications or interpretations of said documents, are hereby incorporated in and made a part of these Special Provisions, Proposal, and Construction Agreement.
- XII. PROHIBITED INTEREST:** No member, officer, or employee of the City of Victorville engaged in the selection, award, or administration of this Contract shall have any prohibited conflict of interest, whether real or apparent, in this Contract or the proceeds thereof.

Furthermore, the parties hereto covenant and agree that to their knowledge no member, officer, or employee of the City has any interest, whether contractual, non-contractual, financial, or otherwise, in this transaction or in the business of the contracting party other than the City, and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made, in writing, to the other party or parties; even if such interest would not be considered conflict of interest under Article 4 (commencing with Section 1090) or Article 1 (commencing with Section 87100) of Chapter 7 of Title 9 of the Government Code of the State of California.

- XIII. AFFIRMATIVE ACTION:** The City hereby notifies all bidders that it will affirmatively ensure that, in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration of award.

- XIV. CONTRACT DOCUMENTS:** The Plans, Special Provisions, all bid related documents and all addenda will be available at the City of Victorville’s website at <https://www.victorvilleca.gov/government/city-departments/administrative-services/finance/purchasing/bids>. The Plans, Special Provisions and addenda will also be posted at www.ebidboard.com.
- XV. WITHDRAWAL OF PROPOSALS:** Any bid may be withdrawn at any time prior to date and time indicated in Section I, “Sealed Bids” only by written request for the withdrawal of the bid received by the City’s Administrative Services Department. The request shall be executed by the bidder or bidder’s duly authorized representative.
- XVI. RELIEF OF BIDDERS:** Attention is directed to the provisions of Public Contract Code Sections 5100 to 5107, inclusive, concerning relief of bidders. If the bidder claims a mistake was made in the bid presented, the bidder shall give the City written notice within 5 calendar days after the opening of the bids, not including Saturday, Sunday or legal holidays, of the alleged mistake, specifying in the notice in detail how the mistake occurred.
- XVII. BOND REQUIREMENTS:** Prior to execution of the Contract, the successful bidder shall provide a **one hundred percent (100%) Faithful Performance Bond** and a **one-hundred percent (100%) Payment Bond** based on the bid amount accepted by the City.
- XVIII. SENATE BILL 854 REQUIREMENTS:** Senate Bill 854 established a new public works contractor registration program which collects fees to fund compliance monitoring and enforcement. All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

Starting **July 1, 2017**, the new annual registration fees for public works contractors have increased to \$400.00, and contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

Small Project Exemption:

Contractors who work exclusively on small public work projects are not required to register as a public works or file electronic certified payroll reports for those projects. Contractor are still required to maintain certified payroll records on a continuous basis and provide them to the Labor Commissioner’s Office upon request. The small project exemption applies for public works projects that do not exceed:

- \$25,000 new construction, alteration, installation, demolition, or repair
- \$15,000 for maintenance

- XIX. PREVAILING WAGES:** In accordance with the provisions of California Labor Code Sections 1720, 1770-1776, 1810, 1813, and 1815, as amended, the Director of the DIR has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Labor Code Section 1773 for the locality in which the Work is to be performed. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates to all workers employed by them in the execution of the Work, and shall post a copy of said wage rates at the project site.

AB219 (as applicable) adds Section 1720.9 to the Labor Code, the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving state agency or any political subdivision of the state. Section 1720.9 defines the term “ready-mixed” concrete and specifies that the rate of pay shall be the current prevailing wage “for the geographical area in which the factory or batching plant is located” as determined by the DIR. The statute also requires a written agreement between the party hauling or delivering the ready-mixed concrete and the party that engaged its services.

The delivery company shall provide certified payroll records under Labor Code section 1776(a) to the party that engaged its services and to the general contractor within five working days after the employee has been paid, accompanied by a written time record within five working days after the employee has been paid, accompanied by a written time record. The time record must be certified by each driver for the performance of job duties.

The contractor and all subcontractors shall comply with **all** applicable Federal and State laws, regulations, and guidelines required in the performance of the contract. Copies of the updated Wage Determination rates are available to any interested party, by visiting www.dir.ca.gov for State of California. Additionally, copies of the State prevailing rate of per diem wages rates are on file at the City of Victorville Finance Division and shall be made available for review to any interested party on request.

Contractor shall be solely responsible for using the correct wage decision and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct State prevailing wage and compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at work site, employment of apprentices, and other requirements of California Labor Code (1720, 1770-1776, 1810, 1813, and 1815, as amended), California Code of Regulations, Title 8, Section 16000 et seq.; and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its subcontractors.

- XX. ELECTRONIC CERTIFIED PAYROLL REPORTING (ECPR):** Contractors and subcontractors on all public works projects awarded on or after April 1, 2015, must use this system to furnish certified payroll records (CPRs) to the Labor Commissioner. Contractors and subcontractors who have been submitting PDF copies of their CPRs for earlier projects must also begin using the new system. For more information, please go to www.dir.gov under Labor Law Public Works. A CERTIFIED PAYROLL is required with each invoice to the City of Victorville.

This project is subject to compliance monitoring and enforcement by the DIR.

- XXI. CONTRACTOR'S LICENSE:** All contractors shall be licensed in accordance with the laws of State of California, must hold a valid **CLASS "A"** license; any contractor not so licensed shall be subject to penalties imposed by such laws. Contractor shall possess the appropriate license at the time his/her Bid Proposal is submitted.

- XXII. DISPUTES:** Except for such claims as defined in and covered by California Public Contract Code section 9204 any controversy or claim arising out of or relating to the provisions of any Construction Contract awarded for this project, or the breach thereof shall be settled by arbitration, in accordance with the Rules of the American Arbitration Association, unless the parties agree, in writing, to some other form of alternative dispute resolution.

- XXIII. ATTORNEY'S FEES:** Should any litigation, specifically including but not limited to, arbitration and other non-judicial resolution of disputes be commenced between the parties to this agreement concerning this agreement or the rights and duties of either in relation thereto, the parties prevailing in such litigation or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney fees in such litigation where the proceeding which, if not agreed upon by the parties, shall be determined by the court or other entity in which such litigation or other proceeding is brought.

- XXIV. INDEMNIFICATION:** Notwithstanding the limits of any insurance, Contractor shall indemnify the City, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising

or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City its officials, officers, agents, volunteers or employees, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents, employees, subcontractors or invitees) negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officials, volunteers, officers, agents, and employees harmless therefrom;

(c) In the event the City, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

(d) Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to, any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

XXV. OWNERSHIP OF DOCUMENTS: All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to the City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify the City for all damages resulting therefrom.

- XXVI. UNFAIR BUSINESS PRACTICE CLAIMS:** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the Contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).
- XXVII. SEVERABILITY:** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders the Agreement meaningless.
- XXVIII. WAIVER:** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.
- XXIX. SUBSTITUTION OF SECURITIES:** Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the Contract for the work to be performed will be permitted at the request and expense of the successful bidder.
- XXX. APPRENTICES ON PUBLIC WORKS:** The Contractor shall comply with all applicable provisions of Section 1777.6 of the California Labor Code relating to employment of apprentices on public works projects. Prior to commencing work on a contract for public works, Contractor shall submit Contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public works. Contractor and Subcontractor shall provide and keep accurate payroll records and shall be available for inspection by the Labor Standards Enforcement (full texts of these codes are available at www.leginfo.ca.gov/calaw.html).
- XXXI. AWARD OF CONTRACT:** The City of Victorville reserves the right to reject any and all bids and waive any irregularities or informalities in any bid or in the bidding. The award of the Contract, if any, will be made to the lowest (based on the amount of the total base bid) responsible bidder whose bid is responsive to all the requirements set forth in Contract Documents. Such award, if made, shall be made within ninety (90) calendar days after opening of the Bid Proposals. The Contractor's signature on the Bid Proposal Form shall constitute a commitment on the part of the bidder to perform all of the work necessary to complete the project as set forth in the Bid Proposal, Bid Proposal Forms, Notice Inviting Bids, Instructions to Bidders and the Special Provisions. The bidder to whom the Contract is awarded shall be notified upon approval of the Contract by the City Council. The Notice Inviting Bids, Instructions to Bidders, Proposal, Bid Proposal Form, Special Provisions, City of Victorville Standard Specifications for Public Improvements, Greenbook Standard Specifications for Public Works Construction and Standard Plans of the State of California Department of Transportation including all addendums,

together with any plans and/or attachments, shall be considered as part of the Contract between the City and the Contractor to whom a contract is awarded.

XXXII. PERMITS AND LICENSES: The Contractor shall obtain all necessary licenses and permits, including but not limited to a City of Victorville business license, and encroachment permits from the City for all work in the public right-of-way to accomplish the work. Contractor is responsible for obtaining all permits required for City-related projects and contracts. The Contractor shall obtain all required permits prior to commencing work and shall submit the work in progress to periodic inspection by the Public Works Inspector of the City of Victorville and shall honor all correction notices issued by same. All contacts, regarding inspections, shall be made to the Engineering Division of the Public Works Department within the City.



SECTION A: SPECIAL PROVISIONS

EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT



Brian Gengler

BRIAN GENGLER, P.E.
CITY ENGINEER

SPECIAL PROVISIONS

INTRODUCTION

The City of Victorville uses the Standard Specifications for Public Works Construction (SSPWC), 2018 edition (commonly referred to as the “Greenbook”), written and promulgated by Public Works Standards, Inc.

The Special Provisions for the Work consist primarily of the City of Victorville Amendments to the Standard Specifications for Public Works Construction, comprised of *SECTION A* of this document, which addresses *Parts 1 through 9*, respectively, of the Standard Specifications. All references to Standard Specifications within this document shall mean both the Greenbook specifications and these Special Provisions. Nothing in these Special Provisions shall relieve the Contractor from responsibilities as provided in 5-7 *Safety* of the Standard Specifications.

ORGANIZATION

Requirements pertaining to the Greenbook specifications are listed under headings that correspond with the main-section headings of the Greenbook. Each provision begins with a revision clause that describes or introduces a revision to the Standard Specifications.

- a) **ADD THE FOLLOWING:** - means all of the existing language in a particular subsection of the Greenbook remains part of the Contract; and the sentence, paragraph or subsection set forth after this phrase is added to the existing language in the Greenbook subsection.
- b) **DELETE THE FOLLOWING:** - means the word, sentence, paragraph or subsection of the Greenbook set forth after this phrase is completely removed from the Contract, but every other word, sentence, or paragraph in the Greenbook subsection remains a part of the Contract, unless the entire subsection has been deleted.
- c) **REPLACE . . . WITH THE FOLLOWING:** - means the sentence, paragraph or subsection of the Greenbook set forth after the word “**replace**” is deleted from the Contract; and is completely replaced as part of the Contract by the language following the phrase “**with the following.**” When portions of the Standard Specifications text are modified (e.g. part of a sentence), the revised portion is double-underlined.

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

PART 1: GENERAL PROVISIONS

SECTION 1 – GENERAL

1-2 TERMS AND DEFINITIONS.

- REPLACE THE DEFINITIONS IN THE STANDARD SPECIFICATIONS WITH THE FOLLOWING:

Agency – The City of Victorville, or Victorville Water District.

Board – The City Council of the City of Victorville, or Victorville Water District Board of Directors.

Change Order – A written order to the Contractor signed by the Agency directing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract time issued after the effective date of the Contract. The Change Order shall be signed by the Contractor and returned to the Engineer.

Engineer – The City Engineer of the City of Victorville or duly authorized agent(s).

Special Provisions – Additions and revisions to the Standard Specifications setting forth conditions and requirements peculiar to the work as amended by the City of Victorville.

- REVISE THE DEFINITION FOR “WORKING DAY” AS FOLLOWS:

c) The following City designated holidays for 2018-2019:

- i) New Year’s Eve (December 31)
- ii) New Year’s Day (January 1)
- iii) Martin Luther King, Jr. Day (third Monday in January)
- iv) Presidents’ Day (third Monday in February)
- v) Memorial Day (last Monday in May)
- vi) Independence Day (July 4)
- vii) Labor Day (first Monday in September)
- viii) Veterans’ Day (November 11)
- ix) Thanksgiving Day (fourth Thursday in November)
- x) Christmas Eve (December 24)
- xi) Christmas Day (December 25)

- ADD THE FOLLOWING DEFINITIONS ALPHABETICALLY:

Acceptance, Final – The Engineer’s written confirmation in accordance with 6-8.2 Acceptance.

Bid Guaranty – The cash, certified check or Bidder’s surety bond accompanying the Bid as a guaranty that the Bidder will enter into a Contract with the Board for the performance of the Work.

City, or Owner – The City of Victorville and or Victorville Water District.

Construction Specifications – *Part III - Construction Specifications: Details of the City of Victorville Standard Specifications for Public Improvements.*

Contract Time – The number of days specified as calendar days in the Bid documents for the completion and acceptance of the Work in accordance with *6-8 Completion, Acceptance, and Warranty.*

County – The County of San Bernardino.

Department of Public Works – The City of Victorville Department of Public Works.

Department Personnel – Authorized Agents of the City of Victorville.

District – Victorville Water District.

Director – The City Engineer of the City of Victorville.

Final Payment – The last payment for the Contract made to the Contractor, excluding Retention.

Project Site – Areas where the Work is performed pursuant to the Contract.

Retention – The amount withheld from each payment to the Contractor in accordance with 9-3.2 *Partial and Final Payment*.

Technical Specifications – Part 2 through Part 8 of the Standard Specifications for Public Works Construction, as modified by the City of Victorville in these Special Provisions.

1-3 ABBREVIATIONS.

1-3.2 Common Usage.

➤ ADD THE FOLLOWING ABBREVIATION ALPHABETICALLY:

CA-MUTCD	Manual on Uniform Traffic Control Devices, California Edition, latest version
CC	Cash Contract
HMA	Hot mix asphalt (asphaltic concrete)
MSE	Microsurfacing emulsion
NPDES	National Pollutant Discharge Elimination System
RWQCB	Regional Water Quality Control Board
SCE	Southern California Edison Company
SCG	Southern California Gas Company
SDMH	Storm drain manhole
SMH	Sewer manhole

1-6 BIDDING AND SUBMISSION OF THE BID.

➤ ADD THE FOLLOWING NEW SUBSECTION:

1-6.1.1 Pre-Bid Meeting. The City will conduct a pre-bid meeting for the Work. The purpose of the meeting is to provide a forum for the prospective bidders to express their concerns and issues to the City Officials and to provide small businesses the opportunity to meet and interact with prospective bidders and increase participation in the performance of contracts.

The pre-bid meeting may or may not be mandatory. The Instructions to Bidders and Notice Inviting Bids will specify if attendance is mandatory. The bidder's representative must be a company officer, project superintendent, or project estimator. For a joint venture, one of the parties must attend the mandatory pre-bid meeting. The City will not accept bids from bidders who do not attend the mandatory pre-bid meeting.

All prospective bidders attending the pre-bid meeting will report their attendance by signing in. Prospective bidders shall identify themselves on the sign-in sheet by including their name, title and contact information legibly for the company they are representing. For mandatory pre-bid meeting attendance, the Contractors' representative shall sign the sign-in sheet, otherwise the Contractor's bid upon submittal shall be declared non-responsive.

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.2 Contract Bonds.

- REPLACE THE FIRST SENTENCE OF THE THIRD PARAGRAPH AS FOLLOWS:

The Contractor shall provide 2 good and sufficient surety bonds executed on the forms furnished by the City of Victorville.

- ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

Full compensation for furnishing bonds will be included in the Contract price or prices paid for the various items of work involved and no additional compensation will be allowed.

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE.

- ADD THE FOLLOWING:

The estimated quantities of work to be performed, constructed, or furnished by the Contractor under the contract shall be as listed in the Proposal.

2-2 PERMITS.

- ADD THE FOLLOWING NEW SUBSECTIONS:

2-2.1 Encroachment Permit. The Contractor shall obtain an encroachment permit from the City of Victorville for work performed within the respective City right-of-way or property. No fee encroachment permits shall be obtained from the Engineering Department. The City shall also obtain an encroachment permit from the County of San Bernardino within their respective tight-of-way or property.

2-2.2 Environmental Quality Act. The Environmental Quality Act (Public Resources Code, Sections 21000 to 21176, inclusive) may be applicable to permits, licenses, and other authorizations that the Contractor must obtain from local agencies in connection with performing the Work of the contract. The Contractor shall comply with the provisions of those statutes in obtaining the permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the Work.

2-2.3 Environmental Report. The Contractor shall be responsible for reviewing the Environmental Report for the project and shall comply with that document during the construction phase. It is the Contractor's responsibility to be familiar with the Environmental Report and to coordinate and comply with the document.

2-2.4 Payment. All fees incurred for obtaining the necessary encroachment permits with Public Agencies by the Contractor shall be paid by the City of Victorville.

2-3 RIGHT OF WAY.

- REPLACE SUBSECTION 2-3 WITH THE FOLLOWING:

The Contractor shall perform work within the public right-of-way or easements shown on the plans. The right to enter onto private property outside the public right-of-way or easements shall be obtained in writing from the property owner by the Contractor. The Contractor shall make the arrangements, pay for and assume all responsibility for acquiring, using and disposing of additional work or staging areas and facilities temporarily required to complete the Work outside the City right-of-way.

The Contractor shall be solely responsible for damages to persons and property resulting from entry onto private property from the right-of-way or easements. The Contractor shall indemnify, defend and hold the City harmless from any and all claims, causes of action, demands or judgments resulting from the Contractor's entry onto private property outside the right-of-way or easement area.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

2-5.2 Temporary Utility Services.

- REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:

Construction water may be obtained from a Victorville Water District fire hydrant near or within the Work area. The Contractor must obtain a Fire Hydrant Construction Meter Permit prior to the start of work. A deposit, setup and installation fee will be required to obtain a construction water flow meter. The water department will install and lock the water meter to a fire hydrant for the Contractors use after the permit is obtained. The current deposit, setup fee, installation fee, and unit rate can be obtained from the water department. The Contractor is responsible for providing all water needs for the project and all costs associated with obtaining construction water.

2-8 EXTRA WORK.

- ADD THE FOLLOWING:

The Contractor shall submit a request for a Change Order (CO) that includes a description of what the Extra Work is to be done, location, limits, any applicable specification changes, time to complete and the method of compensation to the Engineer. For a time and material method of compensation, an extra work bill shall be included with the CO submittal that includes three (3) sections. One section for equipment charges, one section for material charges and one section for labor charges. The equipment section shall include the equipment identification number, class, make, code, and hourly rate for each item used. The material section shall include the vender, invoice information, number of units, unit cost and date of acquisition for each item required. The labor charges section shall include the labor class, labor name, hours worked, regular rate and overtime rate for each individual performing the Extra Work. For a lump sum method of compensation, the Contractor shall provide an estimate including a breakdown of costs similar to an extra work bill. The Engineer shall be responsible for preparing the CO based upon an agreed lump sum or time and material method of compensation. Compensation for a request for Extra Work shall not be allowed without the approval of the Engineer.

The extra work bill shall be submitted to the Engineer for review and approval. The lowest rate of either the Contractor's rental equipment rate or the cost specified in the current Caltrans Labor Surcharge & Equipment Rental Rate Book (<http://www.dot.ca.gov/hq/construc/equipmnt.html>) will be used. The Contractor is entitled to transportation costs on top of the standard rental rate based on his actual costs. No markup is allowed on transportation costs. Transportation costs may only apply if the equipment used for the extra work was not required for any of the bid proposal items.

Extra Work performed beyond established lines and grades in the Plans without written authorization from the Engineer shall be considered unauthorized work. No compensation for materials, equipment, tools, labor, and incidentals will be allowed therefore. The Engineer shall have the authority to have such work removed and the area restored at the Contractors expense.

2-9 CHANGED CONDITIONS.

- ADD THE FOLLOWING:

If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without submitting a notice acknowledge by the Engineer, the Contractor shall assume appropriate responsibility for such performance and shall assume responsibility for the full cost of correction.

- ADD THE FOLLOWING NEW SUBSECTION:

2-11 PROCEDURE.

All Change Orders, Extra Work, Work Change Directives, or other deviations from the Contract Documents shall be in writing. The Contractor will not be compensated for deviations from the Contract Documents not supported by a written change document processed through the Engineer.

SECTION 3 – CONTROL OF THE WORK

3-4 AUTHORITY OF THE BOARD AND THE ENGINEER.

- ADD THE FOLLOWING BETWEEN THE FIRST AND SECOND PARAGRAPHS:

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Special Provisions or on the Plans, the matter shall be referred to the Engineer, who shall decide the same in accordance with the true intent and meaning as construed by him. Any differences or conflicts which may arise between the Contractor and any other Contractor also under the contract administration of the Engineer shall be arbitrated by the Engineer.

3-5 INSPECTION.

- REPLACE THE FIRST SENTENCE OF THE FIRST PARAGRAPH WITH THE FOLLOWING:

All work pursuant to the Contract is subject to inspection and approval by the Engineer.

- ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

The Engineer may order re-examination of any part of the Work, and such part of the Work shall be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, re-examination, and replacement if the re-examined work does not conform to the Contract.

The Contractor shall be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction. The Contractor shall notify the Engineer of the time and place of any factory tests and submit test procedures for approval 20 calendar days in advance for any tests that are required by the Contract. The Contractor shall report the time and place of preparation, manufacture, or construction of any material for the Work, or any part of the Work, that the Engineer wishes to inspect. The Contractor shall give 5 Working Days' notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the Engineer to arrange for inspecting and testing or witnessing.

Contracts financed in whole or in part with Federal or State funds shall be subject to inspection at all times by the Federal or State agencies involved.

3-6 THE CONTRACTOR'S REPRESENTATIVE.

- REPLACE THE LAST TWO SENTENCES OF THE FIRST PARAGRAPH WITH THE FOLLOWING:

Failure of Contractor's representative to be on site while Work is in progress will be construed as an unauthorized suspension of the Work by the Contractor and will be considered a breach of contract.

3-7 CONTRACT DOCUMENTS.

3-7.1 General.

- ADD THE FOLLOWING AFTER THE LAST PARAGRAPH

The Contractor shall keep a complete record of all changes to the original Plan(s) made during the course of construction, including location, size, material, and equipment used. A complete set of As-Built Plans shall be submitted to the Engineer prior to final acceptance for review and approval.

➤ ADD THE FOLLOWING NEW SUBSECTIONS:

3-7.1.1 Plans. Included as part of the Contract Documents are the following plans, which show the scope of Work:

- a) **Plans:** El Rio & Calvary Road Repair and Vault Lid Replacement Project (S-0902), consisting of 4 sheets
- b) Standard Plans:**
 - i) City of Victorville Standard Drawings
 - ii) Standard Plans for Public Works Construction, promulgated by Public Works Standards, Inc.

3-7.1.2 Specifications and Plans. The Work shall be constructed or performed in accordance with these Special Provisions, the City of Victorville Standard Specifications for Public Improvements and Standard Drawings, and the “Greenbook” Standard Specifications for Public Works Construction, 2018 edition. The Standard Specifications are published by BNi Building News, Inc., 990 Park Center Drive, Suite E, Vista, CA 92081, (760)734-1113. Other specifications and plans include Caltrans Standard Specifications and Standard Plans, San Bernardino County Special Districts Service Area Specifications and Standard Drawings.

3-7.1.3 Accuracy of Specifications and Plans. The Plans show conditions as they are supposed or believed by the Engineer to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation or warranty, expressed or implied, by the City or its officers, that such conditions actually exist. The City, or any of its officers, shall not be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Plans, and the actual conditions revealed during progress of the Work.

The Contractor shall carefully study and compare the Contract Documents with each other and with information available to the Contractor. The Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Contractor shall report to the Engineer immediately any errors, inconsistencies, or omissions discovered, in accordance with *3-4 Changed Conditions*.

3-7.2 Precedence of the Contract Documents.

➤ REVISE 3-7.2 AS FOLLOWS:

If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- a) Permits issued by jurisdictional regulatory agencies.
- b) Change Orders and Supplemental Agreements, whichever occurs last.
- c) Contract (Construction Agreement)
- d) Addenda
- e) Notice Inviting Bids, Instructions to Bidders
- f) Contractor’s Bid/Proposal (see *Section D* of the Bid Documents)
- g) Plans (Contract Drawings)
- h) Special Provisions
- i) City of Victorville Standard Specifications for Public Improvements
- j) California Manual of Uniform Traffic Control Devices
- k) Greenbook Standard Specifications
- l) Greenbook Standard Plans

Detail drawings shall take precedence over general drawings.

3-8 SUBMITTALS.

3-8.1 General.

➤ ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:

A submittal package shall be transmitted to the Engineer as an electronic file (PDF is acceptable, via email, flash drive or CD) for review and 2 hardcopy sets of the approved submittal package. The submittal package must include a title page with the project name and contract number. The submittal package shall contain all the submittals for the project unless specified otherwise by the Engineer. Each individual submittal item shall be assigned an individual tracking number (S1... S_x), and have its own cover sheet specifically denoting the specification section, bid item number and description. A revised submittal tracking number contain the letter "R" and a number representing the most current revision (ex. S1R2... S_xR_x). The coversheet shall contain a statement from the Contractor that the submittal item meets the specification requirements and wet signature. At least 4 inches of blank area shall be provided for the Engineer's approval stamp. A Submittal Status and Tracking List shall accompany all projects with more than 10 required product submittals. Submission of each individual submittal or group requires an updated Submittal Status and Tracking List. Lack of clarity or specificity for any individual submittal cover sheet & content or the submittal package will be reason for rejection.

At the request of the contractor or Engineer, written consent from the Engineer may allow for individual submittals to be approved prior to completion of the submittal package to expedite the start of work. If the Contractor fails to submit a complete submittal package or individual submittal(s) for an item of work to be performed after mobilization and construction begins, the Engineer may stop the work and count the working days against the contract time.

Submittals for review and approval by the Engineer may be uploaded through the Citizen Access Portal under the permits tab under the EReview Projects window.

<https://energov.victorvilleca.gov/energovprod/citizenaccess/site/public/main>.

Alternatively, submittals may be sent to the Project Manager by email.

Dennis Lee
14343 Civic Drive
Victorville, CA 92392
Phone: (760) 955-2741
Email: dlee@victorvilleca.gov

3-10 SURVEY SERVICE.

➤ ADD THE FOLLOWING BETWEEN THE SECOND AND THIRD PARAGRAPH:

Construction survey staking will be provided by the City of Victorville Engineering Division. The Contractor shall submit a survey request form no later than 3 business days before staking is required for construction activities. The *REQUEST FOR CONSTRUCTION STAKING* form is available online at:

http://www.ci.victorville.ca.us/uploadedFiles/CityDepartments/Engineering/Request_for_Construction_Staking_Form_.pdf

3-12 WORK SITE MAINTENANCE.

3-12.1 General.

➤ ADD THE FOLLOWING NEW SUBSECTION 3-12.1.1:

3-12.1.1 Project Appearance. In areas visible to the public, the following shall apply:

- a) When practicable, all debris developed during construction shall be disposed of concurrently with its production. If stockpiling is necessary, the material shall be removed or disposed of daily.
- b) Trash bins conforming to 3-12.1 shall be furnished by the Contractor for debris from construction operation. Debris shall be placed in trash bins daily. Forms or false-works that are to be re-used shall be stacked neatly concurrently with their removal. Forms and false-works that are not to be re-used shall be disposed of concurrently with their removal.
- c) Material stockpile and storage at the jobsite and construction staging area shall be minimized to the least extent possible. The Engineer may inspect and approve material stockpile and storage locations at the jobsite.
- d) Under no circumstances shall material stockpiles and/or debris be placed on private properties along alignments.
- e) Under no circumstances shall any construction equipment or Contractor's vehicle be parked or stored on private properties along an alignment.
- f) Unless otherwise indicated in these Special Provisions, all material determined to be excess by the Engineer becomes property of the Contractor and shall be legally disposed of by the Contractor away from the work site.

➤ ADD THE FOLLOWING NEW SUBSECTION 3-12.1.2:

3-12.1.2 Graffiti Control. Throughout all phases of Work, including suspension of work and final acceptance, the Contractor shall keep facilities under construction, completed facilities, form and false work, adjacent properties, all equipment, field offices, storage facilities, and other facilities free of graffiti. Graffiti shall be painted over, masked, or cleaned off within 24 hours after notification from the Engineer.

3-12.2 Air Pollution Control.

➤ ADD THE FOLLOWING:

The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles as often as necessary to keep paved areas acceptably clean wherever construction, including restoration, is incomplete.

A water supply vehicle and an operator shall be available within one hour's notice on Saturdays, Sundays, and holidays to perform dust control work. If the Contractor is not available for dust control measures, the City will arrange for the work to be performed by others and will deduct all equipment, labor, and material costs thereof from the Contract amount.

All active construction areas shall be watered a minimum of 4 times per day or as required by the Engineer, the first in the morning before construction proceeds, and the last after cessation of construction activities for the day.

3-12.3 Noise Control.

➤ REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:

Noise generated from the Contractor's operations between the hours of 7:00 p.m. to 6:00 a.m., on Sundays, and on holidays shall not exceed 85 dBA at a distance of 50 feet from the work site if the work site is located within 200 feet of a residential dwelling. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the jobsite or related to the Work, 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.

3-12.4 Storage of Equipment and Materials.

- ADD THE FOLLOWING NEW SUBSECTION 3-12.4.3:

3-12.4.3 Staging Area. The construction staging area for storage of the Contractor's equipment may be located:

- Within the City right-of-way, near the project location upon approval of the Engineer; or
- On private property. Written consent obtained by the Contractor from the property owner must be obtained and provided to the Engineering Department prior to the commencement of any work.

It is recommended that construction staging areas be fenced and secured at all times. All staging areas shall be cleaned of debris, materials and restored to a condition acceptable to the Engineer at the completion of the Work.

3-12.6 Water Pollution Control.

3-12.6.1 General.

- ADD THE FOLLOWING:

- Soil stabilization by use of chemical or physical coverings shall be required for disturbed areas and stockpiles which are exposed and un-worked for more than 2 weeks.

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP).

- REPLACE THE FIRST SENTENCE WITH THE FOLLOWING:

When so specified in the Bid Proposal, or if so, required by Lahontan Regional Water Quality Control Board, the Contractor shall prepare and submit a storm water pollution prevention plan.

- ADD THE FOLLOWING SUB SECTION 3-12.6.3.1

3-12.6.3.1 Water Pollution Control Plan. When so specified in the Bid Proposal, the Contractor shall prepare and submit a water pollution control plan (WPCP) to the Engineer for review and approval prior to the start of work for projects disturbing less than one (1) acre. Guidance from the most current edition of the Caltrans *Stormwater Quality Handbooks* may be utilized in the preparation of the WPCP. All construction projects are required to reduce pollution discharge into local waterways to the maximum extent practicable by implementing BMPs. Implementation and management of BMPs per the recommendations contained in the WPCP shall be the Contractor's responsibility.

3-12.6.5 Payment.

- REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:

Payment for dewatering will be considered as included in the Contract Unit Price for each item in the Bid.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.1 Completion.

- ADD THE FOLLOWING NEW SUBSECTION 3-13.1.1:

3-13.1.1 Substantial Completion. When the Contractor considers the entire Work, or a specific portion of the Work, substantially complete, the Contractor shall certify in writing to the Engineer that the Work is substantially complete and request that the City grant substantial completion. Within 5 business days, the Engineer and the Contractor shall inspect the Work to determine the status of completion. If the Engineer does not consider the entire Work, or a specific portion of the Work, substantially complete, the Engineer will notify the Contractor in writing, giving the Engineer's reasons. If the Engineer considers the entire Work, or a specific portion of the Work, substantially complete, the Engineer will grant substantial completion. The counting of time for liquidated damages will cease for the entire Work, or a

specific portion of the Work, on the date substantial completion is granted, but shall not bind the City to formal acceptance nor relieve the Contractor from the responsibility of completing or correcting any work.

Unless otherwise specified in the Special Provisions, the entire Work, or a specific portion of the Work, will be considered substantially complete when all work depicted on the Plans and required by the Contract Documents has been performed. The Engineer will prepare a Punch list, a list of items to be completed or corrected before Final Acceptance and Final Payment. The Contractor shall provide the level of effort and resources necessary to correct the defects or deficiencies noted on the Punch list within 30 days. Unless otherwise agreed to by the Engineer, the City is authorized to perform the work if the Contractor fails to complete the punch list within 30 days. All costs incurred by the City to correct the defects or deficiencies, including loss of use, inspection, and administration costs, will be deducted from the final payment via a deductive change order.

➤ ADD THE FOLLOWING NEW SUBSECTION 3-13.1.2:

3-13.1.2 Final Inspection and Field Acceptance. The Contractor shall notify the Engineer in writing of the completion of the Punch list per 6-8.1, and the Engineer shall promptly inspect the Work. The Contractor or the Contractor's representative shall be present at the final inspection. The Contractor will be notified in writing of any defects or deficiencies. The Contractor shall provide the level of effort and resources necessary to correct the defects or deficiencies within 20 days of such notification. Unless otherwise agreed to by the Engineer, the City is authorized to perform the work if the Contractor fails to complete the defects or deficiencies within 20 days. All costs incurred by the City to correct the defects or deficiencies, including loss of use, inspection and administration costs will be deducted from the final payment via a deductive change order. When notified that correction of the defective or deficient work is complete, the Engineer will again inspect the Work to ascertain that the corrections are in accordance with the Contract. The Engineer will issue a field acceptance letter and will recommend final acceptance of the Work if it finds all the corrections acceptable. Field acceptance by the Engineer shall cause the commencement of warranty periods but shall not bind the City to Final Acceptance nor relieve the Contractor from the responsibility of completing or correcting any work.

3-13.2 Acceptance.

➤ ADD THE FOLLOWING:

Within 10 days after the date of acceptance of the Work, the City Clerk will cause to be recorded on behalf of the City, in the Office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor.

➤ ADD THE FOLLOWING NEW SUBSECTION 3-14:

3-14 MEETINGS.

3-14.1 General. The designated Contractor's representative is required to attend all project meetings.

3-14.2 Pre-Construction Meeting. A Pre-Construction Meeting will be conducted by the Engineer prior to commencement of construction at a time and place designated by the Engineer.

3-14.3 Construction Progress Meetings. The Contractor's representatives, including the designated Contractor's Representative, job-site Foreman, Superintendent, and Project Engineer/Manager shall attend all scheduled construction progress meetings and other project meetings as required by the Engineer. The City's Resident Engineer and/or Project Engineer will attend project meetings on an as needed basis to address design or construction issues. Construction progress meetings shall be weekly or as required by the Engineer. Other project meetings shall be scheduled at the sole discretion of the Engineer. The Engineer shall determine the date(s), time(s), and location(s) for all meetings. The Engineer will be responsible for the meeting agendas and meeting minutes. If any of the Contractor's staff cannot attend, the Contractor shall notify the Engineer a minimum of 24 hours in advance, prior to the start of the scheduled meeting. If the Contractor does not provide the required notification, the

Contractor will be financially responsible for the costs of City Staff and/or consultants that attend. The Contractor will be charged a minimum of two hours of the Engineer's time, and the time of other City employees or representatives that attend the meeting.

3-14.4 Payment. All costs associated with the Contractor's attendance of project meetings shall be included in the prices bid for the various items of Work and no additional compensation will be paid. All costs assessed to the Contractor for not attending the meetings will be deducted from the monthly invoice.

SECTION 4 – CONTROL OF MATERIALS

4-3 INSPECTION.

4-3.1 General.

- ADD THE FOLLOWING AFTER THE LAST PARAGRAPH

All work and materials furnished pursuant to the Contract shall be subject to inspection and approval by the Engineer. The Contractor shall provide the Engineer with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials and the workmanship are in accordance with the requirements and intent of the Contract.

4-4 TESTING.

- ADD THE FOLLOWING BEFORE THE FIRST SENTENCE OF THE FIRST PARAGRAPH:

Whenever the provisions of *Section 4 – Control of Materials* of the Standard Specifications refer to tests or testing, it shall mean tests to assure the quality and to determine the acceptability of the materials and work.

- ADD THE FOLLOWING NEW SUBSECTION 4-4.1:

4-4.1 Quality Control Testing By Contractor.

The Contractor shall be responsible for quality control of the products used for construction to complete the Work. Material testing shall be performed as needed. Quality control test methods shall follow those identified in the standard specifications and or special provisions. The Contractor will determine the frequency of testing. Testing results shall be made available to the Engineer upon request but will not be accepted for as quality assurance testing. These tests are for the Contractor's use in controlling the work.

Compensation for all field activities, laboratory testing and reporting for associated with quality control work shall be included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.

- ADD THE FOLLOWING NEW SUBSECTION 4-4.2:

4-4.2 Quality Assurance Testing By the City.

Sampling and testing of materials for determination of compliance with the specified compaction requirements will be conducted by the Engineer at any location and time as the Engineer may determine. Compaction testing shall be performed by a testing laboratory approved by the Engineer.

The Contractor shall be responsible for excavation of the test pits and for providing and installing any shoring, ladders, or other equipment necessary to protect the testing personnel. The Contractor shall also suspend operations as necessary and at no cost to the City for the purpose of conducting such testing. At the option of Engineer, density tests may be taken on a lift of compacted backfill immediately before placing the next lift.

Any settlement noted in backfill, fill, or in structures built over the backfill or fill within the one-year warranty period will be considered to be caused by improper compaction methods and shall be corrected at the

Contractor's expense. Structures damaged by settlement shall be restored to their original condition by the Contractor at the Contractor's expense.

When initial quality assurance compaction testing performed by the Engineer indicates the required density has not been obtained, the Contractor shall re-compact or replace the backfill as necessary to meet the specified minimum density.

The Contractor shall be responsible for rescheduling compaction testing with the Engineer and shall bear all costs for subsequent retesting in the areas of noncompliance. Costs associated with retesting and scheduling delays shall be the sole responsibility of the Contractor. The Engineer will deduct the costs for testing of materials and work found to be unacceptable, as determined by the tests performed by the City and the costs for testing of material sources identified by the Contractor which are not used for the work, from moneys due or to become due to the Contractor. The amount deducted will be determined by the Engineer.

4-6 TRADE NAMES OR EQUALS.

➤ ADD THE FOLLOWING:

Where a specific manufacturer is noted on the Plans or listed in the Specifications, unless otherwise noted, an "approved equal" item may be substituted. If a Bidder desires to bid an "approved equal" item, the Bidder shall submit a request for a substitution of an "approved equal" item to the Engineer in writing no later than twenty (20) calendar days prior to intended use.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS.

➤ ADD THE FOLLOWING:

Contractor shall possess a Class A General Construction license and/or C-34 as issued by the Contractor's State Licensing Board. Contractor shall be registered with the California Department of Industrial Relations.

The Contractor and all Subcontractors shall obtain a City of Victorville Business License, available from the Development Department, Business License Division, prior to the start of the Work. The application and fee schedule is available online at:

<https://energov.victorvilleca.gov/energovprod/citizenaccess/site/public/main>

5-3 LABOR.

5-3.3 Payroll Records.

➤ REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:

The Contractor shall submit certified payroll records directly to the DIR using the online eCPR system per the *Instructions to Bidders*. The Contractor shall provide a copy of each submission confirmation to the Engineer with each application for payment.

5-3.4 Hours of Labor.

➤ ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH OF 5-3.4:

Normal working hours shall be between 7:00 a.m. and 5:00 p.m., Monday through Friday. The Engineer shall approve in writing any deviations in working hours. In the event that the Contractor's operations require the Engineer or his representative to work more than 8 hours in any given day, or more than 40 hours in any given week, or on any Saturday, Sunday, or Legal Holiday, the Contractor shall pay an amount equal to the cost of wages and fringe benefits for the hours required. Such an amount shall be charged as an incidental cost against the Contract as a credit contract change order.

5-3.6 Contractor Daily Report.

- ADD THE FOLLOWING NEW SUBSECTION 5-3.6:

The Contractor or their representative shall complete a daily record of activities performed at the construction site. The activities listed will include the bid proposal line item(s). The daily will include a list of laborers, their classification, and the hours they worked on each activity. The daily will also include an equipment list with id number, class, make and Caltrans equipment code number. Upon the request of the Engineer, contractor daily reports shall be submitted for review.

5-4 INSURANCE

- DELETE THE TEXT IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

5-4.1 General. The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work here under by the Contractor, their agents, representatives, employees, or Subcontractors.

5-4.2 Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001),
- b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code I (any auto),
- c) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance,
- d) Course of Construction/Inland Marine Insurance for Work on Site. The Contractor shall purchase and maintain insurance to the full contract and insurable value thereof, commonly referred to a Course of Construction, Builders' Risk, or an Inland Marine policy that offers "Installation" coverage.

5-4.3 Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- a) **Comprehensive General and Automobile Liability Insurance.** Contractor shall procure and maintain at its own expense, during the term of this Agreement, comprehensive general liability insurance, of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents, and independent contractors. Contractor shall further procure and maintain, at its own expense, during the Term of this Agreement, Commercial Vehicle Liability Insurance covering person injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.
- b) **Workers' Compensation Insurance.** Contractor shall procure and maintain at its' own expense, during the Term of this Agreement, Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.
 1. If any class of employees employed by the Contractor, pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City of Victorville.
 2. Course of Construction/Inland Marine Insurance. Completed Value of the Work including owned, leased, and rented equipment. This insurance shall include the interest of the City,

its officers, officials, employees, agents, and volunteers. Contractor and Subcontractors and will cover their Work at the site and all materials, supplies, equipment, machinery, and apparatus entering into the construction of the Work site.

5-4.4 Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City of Victorville. At the option of the City of Victorville, either the insurer shall reduce or eliminate such deductibles or self-insured retention that pertains to the City of Victorville, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-4.5 Other Insurance Provisions.

- a) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1) Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City of Victorville, its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the City of Victorville Attorney, are named as Additional Insured's. The coverage shall contain no special limitations on the scope of protection afforded to the City of Victorville, its officers, officials, employees, agents, or volunteers.
 - 2) Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City of Victorville, its officers, volunteers, employees, contractors, and Subcontractors.
 - 3) For any claims related to this Work, the Contractor's insurance coverage shall be primary insurance as respects the City of Victorville, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Victorville, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - 4) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City of Victorville, its officers, officials, employees, agents, or volunteers.
 - 5) The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
 - 6) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to the City of Victorville. In the case of non-payment, ten (10) days' advance written notice shall be given.
- b) Course of Construction Policies Shall Contain the Following Provisions
 - 1) City of Victorville shall be named as loss payee
 - 2) Notwithstanding any inconsistent statement in any required insurance policies of any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City of Victorville and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, City of Victorville Attorney, are named as Additional Insured's

- 3) Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City of Victorville and its officers, volunteers, employees, Contractors and Subcontractors

5-4.6 Acceptability of Insurers. Insurance is to be placed with insurers that have a current A.M. Best's rating of no less than A:VII.

5-4.7 Verification of Coverage. Contractor shall furnish the City of Victorville with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City of Victorville before work commences. As an alternative to City of Victorville's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5-4.8 Subcontractors. The Contractor shall include all Subcontractors as insured under the policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be subject to all of the requirements stated herein.

5-7 SAFETY.

5-7.1.1 General.

- REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:

The Contractor shall provide safety equipment, material, and assistance to the Engineer to properly inspect all phases of the Work, including final inspection. Such equipment, material, and assistance shall include, but not limited to testing for the presence of explosive or toxic gases and oxygen deficiency in confined spaces, blowers, ventilators, first aid supplies and equipment, ladders, scaffolds, shoring, harnesses, self-contained breathing apparatus, and personnel for standby assistance, as required. Personal protective equipment, such as hard hats, safety glasses, traffic vests, and earplugs are not subject to these provisions.

5-7.1.2 Work Site Safety Official.

- ADD THE FOLLOWING:

The Contractor shall immediately notify the Engineer of any changes in assigned personnel or phone numbers.

- ADD THE FOLLOWING NEW SUBSECTION 5-7.1.3:

5-7.1.3 Safety Vests. Personnel shall wear safety vests at all times.

- ADD THE NEW SUBSECTION 5-7.1.4 AS FOLLOWS:

5-7.1.4 Safety, Sanitary, and Medical Requirements. The Contractor, its employees, his Subcontractors, and their employees, shall promptly and fully carry out the existing safety, sanitary, and medical requirements as prescribed by the Division of Industrial Safety and by County or State Health Departments to ensure proper work shall be done, and the safety and health of the employees and of the community may be conserved and safeguarded. In case such regulations and orders are not observed by the Contractor, they may be enforced by the Engineer at the Contractor's expense.

5-7.7 Security and Protective Devices.

- ADD THE FOLLOWING NEW SUBSECTION 5-7.7.3:

5-7.7.3 Temporary Railing. The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle, or storage area when the following conditions exist:

- a) **Excavations.** The near edge of the excavation is 12 feet or less from the edge of the lane, except:
 - i) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - ii) Excavations less than one foot deep.
 - iii) Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
 - iv) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - v) Excavations in side slopes, where the slope is steeper than 4:1 (horizontal:vertical).
 - vi) Excavations protected by existing barrier or railing.
- b) **Temporarily Unprotected Permanent Obstacles.** The Work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- c) **Storage Areas.** Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and the Special Provisions.

The approach end of temporary railing shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10:1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Approach Speed of Public Traffic (Posted Limit)	Work Areas
Over 45 MPH	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 MPH	Within 3 feet of a traffic lane but not on a traffic lane

Except for installing, maintaining, and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and the Special Provisions:

The lane closure provisions of this section shall not apply if a permanent or temporary railing or barrier protects the work area.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to

the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

6-1.1 Construction Schedule

➤ REPLACE THE SECOND SENTENCE OF THE FIRST PARAGRAPH WITH THE FOLLOWING:

The construction baseline schedule shall be developed using the Critical Path Method presented in the form of a tabulation, chart, or graph and shall be in sufficient detail to show chronological relationship of all activities of the Work.

➤ ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

The construction schedule shall reflect the following requirements:

- Show all activities required for the Work into activities from the Notice to Proceed to the end of the Contract Time
- Include approved proposals and approved Change Orders
- Include procurement related activities
- Show appropriate time allowances for Work performed by City personnel or other agencies
- Include 15 days for submittal submission and review
- Include 5 business days for generation of the Punch list

Comments made by the Engineer on the schedule during review will not relieve the Contractor from compliance with requirements of the Contract.

Monthly progress payments are contingent upon the submittal of an updated schedule to the Engineer.

➤ ADD THE FOLLOWING AT THE END OF THE LAST PARAGRAPH:

The contractor shall submit an updated construction schedule at each construction meeting or at the request of the Engineer.

6-1.2 Commencement of the Work.

➤ ADD THE FOLLOWING BEFORE THE FIRST PARAGRAPH:

The Notice to Proceed will be issued at the pre-construction meeting.

➤ ADD THE FOLLOWING:

The Contractor shall not begin work at the project site, except for measuring controlling field dimensions, until the following submittals are received and approved by the Engineer.

1. Baseline Schedule (Critical Path Method) per 6-1.1.
2. Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP) per 3-12.6.
3. Notice of Materials to Be Used (Submittals per 3-8).
4. Temporary Traffic Control Plan per Section 600.

6-1.3 Pre-Construction Meeting.

➤ ADD THE FOLLOWING NEW SUBSECTION 6-1.3:

A pre-construction meeting will be held at City Hall prior to the start of construction. The Contractor shall submit the construction schedule to the Engineer a minimum of one week prior to this meeting or 2 weeks after contract award, whichever comes first. The Contractor shall provide all other required submittals prior to the pre-construction meeting.

6-2 PROSECUTION OF WORK.

➤ ADD THE FOLLOWING BEFORE THE FIRST PARAGRAPH:

The order of work shall be scheduled to minimize interruptions to traffic and business operations and shall be arranged with the Engineer prior to starting Work. The Contractor shall notify all affected business and property owners a minimum of 5 days prior to the start of work.

6-3 TIME OF COMPLETION.

6-3.2 Contract Time Accounting.

➤ REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:

These determinations will be discussed, and the Contractor will be furnished a Weekly Statement of Working Days showing the allowable number of Working Days of Contract time, as adjusted, at the beginning of each reporting week.

➤ ADD THE FOLLOWING NEW SUBSECTION 6-3.3:

6-3.3 Additional Requirements. Unless otherwise specified, the Contractor shall perform no Work on days other than Working Days, or outside of normal working hours as stated in the Special Provisions without the consent of the Engineer. In any event, all Work shall be subject to approval of the Engineer. Before starting such work, the Contractor shall make arrangements with the Engineer for the continuous or periodic inspection of the Work and tests of materials, when necessary. If the Contractor requests permission to work outside of the above time periods and if the City grants such request, the Contractor shall pay all extra expense to the City for inspection and other incidental expenses caused by such overtime work. If the City requests the Contractor to work overtime or if overtime work is specifically required by these Specifications, the City will pay all extra expense of inspection. If the Contractor finds it necessary, in order to complete the Work according to schedule, to perform certain of its operations outside of the defined Working Days or normal working hours, these operations shall be performed as part of the Work included in the Contract Price and shall not constitute a basis for additional payments.

6-9 LIQUIDATED DAMAGES.

➤ REPLACE THE THIRD SENTENCE OF THE FIRST PARAGRAPH WITH THE FOLLOWING:

For each consecutive calendar day in excess of the times specified for completion of the Work, as adjusted in accordance with 6-4, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$ 500.

➤ REPLACE THE FIRST SENTENCE OF THE SECOND PARAGRAPH WITH THE FOLLOWING:

Execution of the Contract shall constitute agreement by the Agency and the Contractor that \$1,500 per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.1 General.

- ADD THE FOLLOWING BEFORE THE FIRST PARAGRAPH:

The quantities listed in the Proposal will not govern final payment. Payment to the Contractor will be made only for actual quantities of Contract items constructed in accordance with the Contract Documents. Upon completion of the Work, if the actual quantities show either an increase or decrease from the quantities in the Proposal, the Contract Unit Prices will prevail except as otherwise specified in 7-3.5 or the Special Provisions.

- ADD THE FOLLOWING TO THE END OF THE FIRST PARAGRAPH:

When an item of Work is not listed in the “Bid Proposal,” the cost of such Work shall be considered a supplementary obligation of the Contractor and included in the cost of the other work that is listed.

- REPLACE THE SECOND SENTENCE OF THE SECOND PARAGRAPH WITH THE FOLLOWING:

This includes rejected material not unloaded from vehicles, material rejected prior to installation, material rejected after it has been placed, and material placed outside of the Plan lines.

- REPLACE THE LAST SENTENCE OF THE SIXTH PARAGRAPH WITH THE FOLLOWING:

Responsibility of ownership shall remain with the Contractor, who shall be obligated to store any fully or partially completed work or structure for which payment has been made, or replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work, except as otherwise specified in 6-5 or the Special Provisions.

7-3.2 Partial and Final Payment.

- REPLACE THE FIRST SENTENCE OF THE FIRST PARAGRAPH WITH THE FOLLOWING:

The closure date for monthly progress payment applications shall be the last day of each month.

7-3.3 Delivered Materials.

- REPLACE THE TEXT OF 7-3.3 WITH THE FOLLOWING:

The cost of materials and equipment delivered and not incorporated into the Work will not be included in the monthly progress payment.

7-3.4 Mobilization.

- ADD THE FOLLOWING BEFORE THE FIRST SENTENCE:

Payment for mobilization will be made as follows:

When the monthly partial payments estimate of the amount earned, not including the amount for “Mobilization and Demobilization,” is 5 percent or more of the original contract amount, 40 percent of the contract item price for “Mobilization and Demobilization” will be included in the first monthly estimate payment.

Thereafter, 40 percent of the contract item price for “Mobilization and Demobilization” will be paid over the remainder of the contract duration in equal monthly progress payment.

After acceptance of the performance of the Contract, payment will be made for the remaining 20 percent of the contract item price for “Mobilization and Demobilization.”

7-3.5 Contract Unit Prices.

7-3.5.2 Increases of More Than 25 Percent.

- ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

If 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 \$5,000 at the applicable Contract Unit Price, the Engineer reserves the right to make no adjustment in said unit price. An adjustment may be made if requested in writing by the Contractor. The Contractor's request shall be accompanied by adequate, detailed data to support costs of the item.

- ADD THE FOLLOWING NEW SUBSECTION 7-3.9:

7-3.9 Final Pay Quantity. When the estimated quantities for a specific portion of the Work are designated in the Bid Proposal as final pay quantities, these estimated quantities shall be the final quantities for which payment for that specific portion of the work will be made. If the dimensions are revised and such revisions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions. The estimated quantities for such specific portion of the Work shall be considered as approximate only, and no guarantee is made that the quantities which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantities. No allowance will be made in the event that the quantities based on computations do not equal the estimated quantities.

7-4 PAYMENT FOR EXTRA WORK.

7-4.2 Time and Material Basis for Establishing Costs.

- REPLACE THE SUBSECTION 7-4.2 TITLE AS INDICATED.

7-4.3 Markup.

7-4.3.1 Work by the Contractor.

- REPLACE THE SUBSECTION TEXT IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

An allowance for overhead and profit of 15 percent shall be added to the Contractor's costs as determined in accordance with 7-4.2 and shall constitute the markup for all overhead and profit on Extra Work done by the Contractor. The Contractor shall also be compensated for the actual increase in the bond premium caused by the Extra Work. No markup will be allowed on the bond premium.

7-4.3.2 Work by a Subcontractor.

- REPLACE THE TEXT IN THE SECOND SENTENCE WITH THE FOLLOWING:

An allowance for the Contractor of 5 percent for overhead and profit shall be added to the sum of the Subcontractor's costs and markup and shall constitute the markup for all overhead and profit for the Contractor on Extra Work done by the Subcontractor.

7-4.4 Daily Reports.

- REPLACE THE TEXT IN THE FIRST SENTENCE OF THE FIRST PARAGRAPH AS FOLLOWS:

When the cost for the Extra Work cannot be agreed upon, the Contractor and Public Works Inspector or their designee shall submit a daily report to the Engineer on forms approved by the Agency.

- REPLACE THE TEXT IN THE THIRD SENTENCE OF THE FIRST PARAGRAPH AS FOLLOWS:

The Contractor's failure to sign and submit the daily report by the close of the next Working Day may waive any rights for that day.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES.

- REPLACE THE SUBSECTION 8-2 TEXT WITH THE FOLLOWING:

Field office facilities designated for agency use are not required.

8-3 FIELD LABORATORIES.

- REPLACE THE SUBSECTION 8-3 TEXT WITH THE FOLLOWING:

Field laboratories designated for agency use are not required.

8-4 BATHHOUSE FACILITIES.

- REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:

Bathhouse facilities designated for agency use are not required.

8-6 BASIS OF PAYMENT.

- REPLACE THE SUBSECTION 8-6 TEXT WITH THE FOLLOWING:

There will be no compensation for facilities for agency personnel.

SECTION 9 – EXPLANATION OF BID ITEMS

- ADD THE FOLLOWING NEW SECTION 9 – EXPLANATION OF BID ITEMS:

9-1 DESCRIPTION OF WORK

The *Notice Inviting Bids* describes the Work to be completed under the Contract in general terms. The Work includes all items listed in the Bid Proposal and other such work as specifically shown on the Plans or included in the Specifications. The scope of work may include but is not necessarily limited to:

- Implementation of temporary traffic control and water pollution control;
- Repair existing AC pavement along El Rio Road per the plans and specifications,
- Repair existing AC pavement along Calvary Court per the plans and specifications, and;
- Remove and replace existing reinforced concrete panel and confined-space access manhole with H-20 load rated double wide-open lid and frame per the plans and specifications.

9-1.1 Project Work Area.

- a) El Rio Road Repair – El Rio Road between Coalinga Road and Cerezo Road
- b) Calvary Court Repair – Calvary Court cul-de-sac in the west of Barada Road
- c) Vault Lid Replace – eastern end of sidewalk in front of Sears at the Mall of Victor Valley (NW corner of Bear Valley and Amargosa Road)

9-2 PAYMENT. Payment for the Work will be made per *Section 7 – Measurement and Payment* unless otherwise specified herein.

9-3 BID PROPOSAL LINE ITEMS

The Bid Items are as follows:

9-3.1 General.

9-3.1.1 Mobilization & Demobilization.

- a) Mobilization shall include all activities and associated costs for:
 - i) Transportation of personnel, equipment, supplies, and incidentals to the Work area;
 - ii) Establishment of offices, buildings, and other general facilities necessary for the Contractor to perform the Work; and
 - iii) Appurtenant work required for which payment is not specified elsewhere in the contract and approved by the Engineer.
- b) Demobilization shall consist of the removal of all personnel, equipment, offices, supplies not required or included in the contract from the project Work area, incidentals and site cleanup at the completion of the Work.

Payment will be made per 7-3.4. Progress payments will be made for items of work completed after the contractor can present proof of paid invoices or documentation of direct costs showing specific mobilization and demobilization costs and supporting evidence of the charges of suppliers, subcontractors, and others. The Contract Unit Price of a lump sum for mobilization and demobilization will constitute full compensation for completion of the work and no additional compensation will be allowed therefore.

Payment will not be made under this item for the purchase costs of materials having a residual value, the purchase costs of materials to be incorporated in the project, or the purchase costs of operating supplies.

9-3.1.2 El Rio Road Repair

The Contractor shall saw cut, remove, and dispose existing AC including any base and/or subgrade for repairs. Minimum 24 inches of subsurface soil under finish grade shall be removed, spread out, moisture conditioned and recompact to 95% minimum relative compaction.

Payment for this bid item shall include, but not be limited to, all labor, materials, tools, equipment, supplies, supervision, and incidentals required for completion of the work and shall include full compensation for all appurtenant works and materials for sawcut, tack-coat, disposal of removed pavement and excavated materials, adjusting valve heights, site cleaning and more.

9-3.1.3 Vault Lid Replacement

The Contractor shall remove and replace existing cast-in-place reinforced concrete panel including vault lid/frame assembly with occasional H-20 load rated rectangular spring-assisted double wide-open lid/frame per COV Standard Drawing W-33. The Contractor shall take extra caution and measures to protect active domestic and fire service appurtenances to remain active within the vault during construction activities.

The Contractor shall coordinate the work with Operation Manager of the Mall of Victor Valley prior to start of construction and take measures to keep the mall operational throughout all phases of work.

Payment for this bid item shall include, but not be limited to, all labor, materials, tools, equipment, supplies, supervision, and incidentals required for completion of the work and shall include full compensation for all subsidiary work and appurtenant including, but not limited to, cleaning, disposal of removed materials and safety devices.

9-3.1.4 Calvary Court Road Repair

The Contractor shall T-cut repair existing pavement per San Bernardino County Trench Repair detail shown on sheet 4 of the plans. AC dike at the edge of pavement shall be replaced if removed or damaged during construction activities. The Contractor shall locate buried valve lid/can and adjust to finished grade. The Contractor shall be responsible for obtaining San Bernardino County encroachment permit(s) and associated inspections.

Payment for this bid item shall include, but not be limited to, all labor, materials, tools, equipment, supplies, supervision, and incidentals required for completion of the work and shall include full compensation for all appurtenant works and materials for sawcut, tack-coat, disposal of removed pavement and excavated materials, adjusting valve heights, site cleaning and more.

{END of GENERAL REQUIREMENTS}

PART 2: CONSTRUCTION MATERIALS

Construction Materials shall consist of *Part 2 – Construction Materials* of the “Greenbook” Standard Specifications for Public Works Construction, latest edition, as modified by the Construction Specifications and these Special Provisions.

SECTION 200 – ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.1 General.

➤ ADD THE FOLLOWING:

Aggregates shall conform to the provisions in *Section 200-1* and shall be approved by the Engineer prior to use.

In accordance with the provisions of Section 20676 of the State of California Public Contract Code, all construction aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials, including those used in other construction materials such as asphalt concrete and Portland cement concrete, shall be obtained from a supplier that is included on the most current Office of Mine Reclamation AB3098 List.

200-2 UNTREATED BASE MATERIALS

200-2.4 Crushed Miscellaneous Base

ADD THE FOLLOWING NEW SUBSECTIONS:

200-2.4.4 Noise and Duse Control.

Crusher operations on or adjacent to the Work site will not be allowed.

200-2.4.5 Payment.

The price per cubic yard of crushed aggregate base shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all work including crushed aggregate base placement, compaction and all other incidental work involved in furnishing and installing the crushed aggregate base complete in place as shown on the Plans and herein specified and shall be included in the lineal foot of pipeline and appurtenances installed.

{END of PART 2}

PART 3: CONSTRUCTION METHODS

Construction Methods shall consist of applicable portions of *Part 3 – Construction Methods* section of the “*Greenbook*” Standard Specifications for Public Works Construction, latest edition, including but not limited to those specified herein, as modified by these Special Provisions. Referenced *Construction Materials* and *Construction Methods* subsections are thereby included in these Specifications.

SECTION 300 – EARTHWORK

Unless provided for on the Bid Proposal, earthwork as herein provided shall be considered a supplementary obligation of the Contractor.

300-1 CLEARING AND GRUBBING.

300-1.3 Removal and Disposal of Materials.

300-1.3.1 General.

➤ ADD THE FOLLOWING:

Burning is not permitted. No accumulation of flammable material shall remain on or adjacent to the right-of-way. The roadway and adjacent areas shall be left with a neat and finished appearance.

300-1.3.2 Requirements

ADD THE FOLLOWING BEFORE THE FIRST PARAGRAPH:

Pavement shall be cut for removal and excavated in a manner that does not disturb the adjacent pavement. Pavement shall be saw cut to full asphalt depth, and to straight lines a minimum of 1 foot from the edge of the excavation or pavement removal. The edges shall be parallel and at right angle to the centerline of the road. Remnant strips of pavement less than 2-feet wide shall be removed and included in the replacement pavement. Replacement pavement along the edge of pavement that does not have curb and gutter, AC dike or AC berm shall be a minimum of 2-feet wide. When sidewall slippage occurs within a trench under the pavement, the pavement in the affected area shall be removed and the area of slippage shall be recompact and repaved as replacement pavement. Any voids under the pavement shall be filled by an appropriate method approved by the inspector. For main and single service crossings, sawcut width shall be 5', centered on the pipe. For adjacent water services, sawcut width shall 10', centered between the services.

Concrete to be removed for this project MAY consist of curb, gutter and/or sidewalk. Concrete shall be saw cut in neat straight lines, removed so as not to damage adjacent concrete to remain and legally disposed of as approved by the City.

➤ REPLACE THE FIRST 2 SENTENCES OF 300-1.3.2 A) WITH THE FOLLOWING

Bituminous pavement shall be neatly saw cut with straight lines. Edges to be joined shall be saw cut to the full depth of the existing bituminous pavement.

➤ INSERT THE FOLLOWING AT THE END OF 300-1.3.2 A):

Asphalt shall be carefully removed and shall be free of dirt and debris.

Asphalt removal operations shall be performed without damage to any structure or facility that is to remain in place, and the Contractor shall, at his own expense, repair any such damage to the satisfaction of the Engineer.

- INSERT THE FOLLOWING AT THE END OF 300-1.3.2 B):

Portland cement concrete removal operations shall be performed without damage to any structure or facility that is to remain in place, and the Contractor shall, at his own expense, repair any such damage to the satisfaction of the Engineer.

- REPLACE THE FIRST SENTENCE OF 300-1.3.2 C) WITH THE FOLLOWING:

Concrete shall be removed to neatly sawed edges.

- REPLACE THE LAST SENTENCE OF 300-1.3.2 C) WITH THE FOLLOWING:

Curb and gutter shall be sawed on a neat line at right angles to the curb.

300-1.4 Payment.

- REPLACE THE FIRST SENTENCE OF THE FIRST PARAGRAPH WITH THE FOLLOWING:

The payment for "Clearing and Grubbing" shall include full compensation for removal and disposal of all the resulting materials, except as otherwise specified separately shall be included in the lineal footage of pipeline and appurtenances installed.

300-2 UNCLASSIFIED EXCAVATION.

300-2.1 General.

- ADD THE FOLLOWING AFTER THE FIRST SENTENCE:

If the Bid Proposal does not include a Bid item for the disposal of bituminous pavement, payment will be considered as included in the Contract Unit Price for the Bid item(s) which require earthwork and removal of surplus material.

300-3 STRUCTURE EXCAVATION AND BACKFILL.

- ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

Arrangements for all required compaction tests will be made by the Engineer. Compaction tests will be performed under the direction of the Engineer. The Contractor shall be liable for all expenses necessary to cover all tests that have failed to meet the compaction requirements. Such expenses, as determined by the Engineer, shall be deducted from future payments due to the Contractor. The Contractor shall cooperate with the Engineer and shall furnish required labor and excavating equipment to aid in making compaction tests as determined by the Engineer.

300-3.1 General.

- ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

If the Bid Proposal does not include a Bid item for export (stock pile management, loading, trucking and disposal etc.) of surplus excavated material, payment will be considered as included in the Contract Unit Price for the Bid item(s) which require earthwork (cut/fill, excavation/embankment). All surplus excavated material shall become the property of the Contractor unless stated otherwise by the Engineer.

300-4 UNCLASSIFIED FILL.

300-4.7 Compaction.

- ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

Arrangements for all required compaction tests will be made by the Engineer. Compaction tests will be performed under the direction of the Engineer. The Contractor shall be liable for all expenses necessary to cover all tests that have failed to meet the requirements. Such expenses, as determined by the Engineer, shall be deducted from future payments due to the Contractor. The Contractor shall cooperate

with the Engineer and shall furnish required labor and excavating equipment to aid in making compaction tests as determined by the Engineer.

SECTION 301 – TREATED SOIL, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction

- REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:

Relative compaction of 95% minimum shall be required for asphalt pavement, paving base material and that portion of backfill which is within 30 inches from top of final paving. Relative compaction of 90% minimum shall be required for all other fill or backfill. All compaction shall be in accordance with California Test No. 216 or No. 231 (ASTM D-1556 or D-1557-70). Use of an alternative compaction test method (e.g. Dynamic Cone Penetrometer) must be approved in advance and on a case-by-case basis.

301-1.3.1 Compaction Testing Frequency and Location

- ADD THE FOLLOWING SECTION:

Trench backfill testing shall be at 250-foot maximum intervals. On test shall be performed for each 4 foot of depth or a fraction thereof. Pavement subgrade and pavement base material shall be tested at 500-foot intervals. Tests for backfill shall be taken at mid-depth of each 4 feet of backfill starting at the top of the installation. Failure of a compaction test will result in the entire area represented by that test being uniformly reworked and retested at a random location.

301-1.3.2 Mechanical Compaction

- ADD THE FOLLOWING SECTION:

Backfill shall be placed in horizontal layers of thickness compatible to the material being placed, the type of equipment being used, however, consistent with Caltrans Standards and Specifications. Each layer shall be evenly spread then tamped or rolled until the specified relative compaction is attained.

SECTION 302 – ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General

- ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

Permanent asphalt paving replacement shall extend 1-inch in thickness below the existing asphalt pavement and exceed the existing asphalt thickness by 1-inch.

302-5.4 Tack Coat.

- REPLACE THE FIRST SENTENCE AS FOLLOWS:

If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of PG64-10 paving asphalt at an approximate rate of 0.25 L/m² (0.05 gallon per square yard) or SS-1 h emulsified asphalt at an approximate rate of 0.25 L/m² to 0.45 L/m² (0.05 to 0.10 gallon per square yard) shall be uniformly applied upon the existing pavement preceding the placement of the asphalt concrete.

➤ CHANGE THE THIRD PARAGRAPH TO READ:

The contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with either Grade SS-1h emulsified asphalt or PG 64-10 paving asphalt immediately before the adjoining asphalt concrete is placed.

302-5.7 Joints.

➤ ADD THE FOLLOWING:

Longitudinal joints shall coincide with traffic lane lines unless otherwise specified and approved by the Engineer.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

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

303-5.4 Joints.

303-5.4.2 Expansion Joints.

➤ ADD THE FOLLOWING AFTER THE FIRST SENTENCE:

Expansion joints shall be ½ inch wide for all concrete construction.

303-5.5 Finishing.

303-5.5.2 Curb.

➤ ADD THE FOLLOWING BEFORE THE FIRST SENTENCE:

When a curb is constructed adjacent to a vehicular traffic lane, the curb shall be constructed on a minimum of 4 inches of crushed aggregate base conforming to the requirements of 200-2.2 or as specified by the Engineer.

303-5.5.3 Walk.

➤ ADD THE FOLLOWING BEFORE THE FIRST SENTENCE:

Crushed aggregate base 4 inches thick conforming to the requirements of 200-2.2 shall be constructed under walks unless the Contractor presents an “R” value greater than or equal to 70, or as specified by the Engineer.

➤ ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

Walks shall be widened locally to provide a minimum of 4 feet clear path of travel from obstructions such as utility poles, streetlights, fire hydrants, signs, or as directed by the Engineer.

303-5.5.4 Gutter.

➤ ADD THE FOLLOWING BEFORE THE FIRST SENTENCE:

Crushed aggregate base a minimum of 4 inches thick conforming to the requirements of 200-2.2 shall be constructed under integral curb and gutters or as directed by the Engineer.

➤ ADD THE FOLLOWING AFTER THE FIRST SENTENCE:

After final troweling, gutters shall be given a fine-hair-broom finish.

➤ REPLACE THE SECOND SENTENCE WITH:

The flowline of the gutter shall be troweled smooth for a width of 2 inches (50 mm) for integral curb and gutter.

303-5.5.5 Alley Intersections, Access Ramps, and Driveways.

- ADD THE FOLLOWING BEFORE THE FIRST SENTENCE:

Crushed aggregate base conforming to the requirements of 200-2.2 shall be constructed a minimum of : 6 inches thick under residential driveways/approaches, 8 inches thick under alley intersections, and 4 inches thick under access/curb ramps unless the Contractor presents an “R” value greater than or equal to 70 or as directed by the Engineer.

303-5.7 Repairs and Replacements.

- ADD THE FOLLOWING AFTER THE FIRST SENTENCE:

The removal of existing concrete shall conform to the requirements of 401.

{END of PART 3}

PART 4: EXISTING IMPROVEMENTS

EXISTING IMPROVEMENTS shall consist of *Part 4 – EXISTING IMPROVEMENTS* of the “Greenbook” Standard Specifications for Public Works Construction, 2018 edition, as modified by these Special Provisions.

400 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

400-1 GENERAL.

The Contractor shall only perform work in the specified right-of-way and for no reason store material or perform work on private property without prior written approval from the property owner. The Contractor shall not trespass on private property. The Contractor shall also travel on established roadways as shown on the provided plans.

➤ ADD THE FOLLOWING BEFORE THE FIRST SENTENCE OF THE FOURTH PARAGRAPH:

The Contractor shall give 10 Working Days written notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements within the right-of-way that are designated for removal and would be destroyed because of the work.

➤ ADD THE FOLLOWING AFTER THE LAST SENTENCE OF THE FOURTH PARAGRAPH:

Replacement planting of injured or damaged trees, shrubs, and other plants shall be completed not less than 20 Working Days prior to completion of the Work and as directed by the Engineer. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition until acceptance of the contract.

➤ ADD THE FOLLOWING NEW SUBSECTION 400-1.1:

400-1.1 Removal, Relocation, or Protection of Existing Utilities. The following full text of Government Code Section 4215 shall apply:

In accordance with the provisions of Section 4215 of the California Government Code, any contract to which a public agency as defined in Section 4401 is a party, the public agency shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids. The agency will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor or exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work.

The Contractor shall not be assessed liquidated damages for delay in completion of the Work, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunk lines in the plans and specifications.

If the Contractor while performing the contract discovers utility facilities not identified by the public agency in the contract plans or specifications, he or she shall immediately notify the public agency and utility in writing.

The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

402-1 LOCATION.

➤ ADD THE FOLLOWING:

The Contractor shall comply with the provisions of Section 4216 of the California Government Code, which requires the Contractor to notify Underground Service Alert of Southern California (USA), (800) 227-2600, at least 2 working days but not more than 14 calendar days prior to performing any excavation or drilling. Caltrans is not a member of this regional notification center. The Contractor shall contact Caltrans for the location of its subsurface facilities when working in or near Caltrans right-of-way.

The utilities which have or will have facilities located on the Work site are as follows:

- Electric - Southern California Edison (800) 665-4555
- Gas - Southwest Gas Corporation (877) 860-6020
- Cable TV - Charter Communications (866) 499-8080
- Telephone - Frontier Communications (855) 504-4913
- Water - City of Victorville Water (760) 955-5001
- Sanitation - City of Victorville (760) 955-5001

402-2 PROTECTION.

➤ ADD THE FOLLOWING BEFORE THE FIRST SENTENCE OF THE FIRST PARAGRAPH:

The Contractor shall be responsible for the protection of all above and below ground utilities, services, and other facilities within the limits of Work whose location is known or unknown. The City and Engineer are not liable for unforeseen developments, which may occur as the result of variations in the location as shown on the Plans, which may be encountered during construction activities.

The Contractor shall be responsible for potholing and verifying in the field the depth and location of all underground utilities and other facilities as shown or not shown in the Plans. Pothole investigating shall be performed using vacuum excavation techniques. A record of location and depth of found utilities, services and other facilities shall be documented and maintained by the Contractor during construction activities and a copy of provided to the Engineer or their representative. Upon learning of the existence and location of any utility omitted from or shown incorrectly on the Plans, the Contractor shall immediately notify the Engineer and the utility company in writing and be fully responsible for protecting such utility.

The Contractor shall not make any claim for inconvenience, delay or added cost of performing the work which may be attributed in any degree to inaccuracy of information furnished by the City relative to the locations, sizes, dimensions, depths, and character of any pipes, conduits, poles, or other structures and utilities or for failure of the City to furnish any information relative thereto.

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, the Contractor shall assume that every property parcel is served by a service connection for each type of utility.

402-6 COORDINATION.

➤ DELETE SUBSECTION 406-6 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

402-6 NOTIFICATION, COORDINATION, AND COOPERATION.

402-6.1 Notification. The Contractor shall notify the City of Victorville and the owners of all utilities and substructures not less than 48 hours prior to starting construction.

402-6.2 Coordination. The Contractor shall notify the following agencies of any street closures 48 hours prior to the start of such closure:

- a) Underground Service Alert
- b) City of Victorville, Engineering Department
- c) Fire Department
- d) San Bernardino County Sheriff
- e) U.S. Postal Service – Notify of all areas affecting service 5 Working Days prior to construction.
- f) Victorville Transit Authority
- g) Burrtec Waste Disposal
- h) Southern California Edison
- i) Southwest Gas Corporation
- j) Frontier Communications
- k) Charter Communications
- l) Caltrans
- m) Other agencies as specified in these Special Provisions
- n) Victor Valley Community College

The Public Works Inspector shall be notified first to coordinate agency assistance.

402-6.3 Cooperation. The Contractor shall cooperate fully with other Contractors and all utility and public agency representatives engaged in construction, relocation, altering, or otherwise rearranging any facilities interfering with the progress of the work.

The Contractor is responsible for notifying utility companies in time to prevent delays attributable to rearrangement of the utility facilities. The Contractor shall not be entitled to damages or additional payment if such delay does occur. The Engineer will determine the extent of the delay attributable to such interference, the effect of the delay on the project as a whole, and any commensurate extension of time only.

{END of PART 4}

PART 5: PIPELINE SYSTEM REHABILITATION

Pipeline System Rehabilitation shall consist of *Part 5 – Pipeline System Rehabilitation* of the “*Greenbook*” Standard Specifications for Public Works Construction, latest edition, as modified by the Construction Specifications and these Special Provisions.

➤ RESERVED

{END of PART 5}

PART 6: TEMPORARY TRAFFIC CONTROL

Temporary Traffic Control shall consist of *Part 6 – Temporary Traffic Control* of the “Greenbook” Standard Specifications for Public Works Construction, latest edition, in its entirety, as modified by the Construction Specifications and these Special Provisions.

SECTION 600 – ACCESS

600-1 GENERAL.

➤ ADD THE FOLLOWING:

The access rights of the public shall be considered at all times. Unless otherwise authorized in writing by the Engineer prior to start of Work, traffic shall be permitted to pass through the Work, or an approved detour shall be provided by the Contractor at its own cost.

At least 10 calendar days before the start of construction, the Contractor shall notify, in writing, abutting property occupants of the proposed construction start date. A copy of said written notification shall be provided to the Engineer for approval before they are distributed to the occupants of abutting property.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not to exceed 300 feet, shall be maintained unless otherwise authorized in writing by the Engineer prior to start of Work.

The Contractor shall cooperate with the various parties involved in the delivery of mail, the collection and removal of trash and garbage, and public transportation to maintain existing schedules of these services to the greatest extent feasible.

Unless otherwise authorized in writing by the Engineer prior to start of Work, work shall be performed in only one-half the roadway at one time. One-half shall be kept open and unobstructed until the opposite side is ready for use. If only one-half a street is being improved, the other half shall be conditioned and maintained as a detour.

The Contractor shall allow traffic to move through intersections at all times. Traffic shall be allowed to travel within the limits of the existing pavement. During construction operations, the Contractor shall use flagmen to only allow vehicles to pass through the work area when safe to do so. No single motorist shall be delayed more than five minutes as a result.

SECTION 601 – WORK AREA TRAFFIC CONTROL

601-1 GENERAL.

➤ ADD THE FOLLOWING:

The Contractor shall designate in writing a “Safety Coordinator” (Traffic Control Devices Maintenance Monitor). The name and phone number of the Contractor’s “Safety Coordinator” shall be provided to the Engineer before start of construction. The Contractor’s “Safety Coordinator” shall be available at any time from the start of construction to the completion. The Contractor shall immediately notify the Engineer of any changes in assigned personnel or phone numbers.

601-2 TRAFFIC CONTROL PLAN.

- DELETE THE FIRST PARAGRAPH OF 601-2 AND REPLACE WITH THE FOLLOWING:

Contractor shall prepare a detailed Traffic Control Plan (TCP) in accordance with 2-5.3 for moving traffic through or around the construction zone to assure that adequate consideration is given to the safety and convenience of motorists, pedestrians, and workers during construction. The Contractor shall submit the TCP to the Engineer for approval prior to start of construction.

The Contractor may develop an alternate TCP if a change in condition or situation arises. Such alternate plans shall be submitted to the Engineer before implementation.

- DELETE THE LAST SENTENCE OF 601-2
➤ ADD THE FOLLOWING NEW SUBSECTIONS 601-2.1:

601-2.1 General Requirements. The following are general temporary traffic control requirements:

- a) The Contractor shall be responsible for the installation and maintenance of the traffic control devices shown in the latest edition of the CA-MUTCD, approved TCP, and any additional traffic control devices required by the Engineer to insure the safety of the public and the workers.
- b) The Contractor shall insure that all traffic control devices are kept in their proper position at all times and repaired, replaced, and cleaned as necessary to preserve their appearances and continuity.
- c) If existing traffic signs are to be removed, the Contractor shall deliver all such signs and posts to the City yard.
- d) The Engineer reserves the right to observe the TCP in use and to make any changes required by field conditions.
- e) All temporary traffic control devices shall be removed following completion of each construction stage and permanent traffic control devices shall be restored by the Contractor prior to the completion.
- f) The Contractor shall notify Victor Valley Transit Authority 10 working days prior to the start of construction if relocation of a bus stop(s) is required.
- g) The Contractor shall notify School Districts 10 working days prior to the start of construction if relocation of a school bus stop is required.

601-2.2 Street Closures, Detours, and Barricades. The Contractor shall comply with all applicable State, County, and City requirements for closure of streets. The Contractor shall provide barriers, guards, lights, signs, temporary bridges, flag-persons, and watchpersons. The Contractor shall be responsible for compliance with additional public safety requirements that may arise. The Contractor shall furnish and install signs and warning devices and promptly remove them upon completion of the Work.

At least 7 days prior to closing, partially closing, or reopening, any street, alley, or other public thoroughfare, the Contractor shall notify the Engineer in writing, in order for the Engineer to notify proper public safety and emergencies agencies.

At least 48 hours in advance of closing, partially closing or reopening, any street, alley, or other public thoroughfare, the Contractor shall notify the Police and Fire Departments and comply with their requirements. Any deviation from the above requirements must first be approved in writing by the Engineer.

➤ REPLACE 601-3 WITH THE FOLLOWING:

601-3 PAYMENT.

Full compensation for conforming to the provisions in this section shall be considered as included in prices paid for Temporary Traffic Control and no additional compensation will be allowed.

{END of PART 6}

PART 7: TRAFFIC SIGNAL AND STREET LIGHTING SYSTEMS

Traffic Signal and Street Lighting Systems shall consist of *Part 7 – Traffic Signal and Street Lighting Systems* of the “Greenbook” Standard Specifications for Public Works Construction, latest edition, in its entirety, as modified by the Construction Specifications and these Special Provisions.

- REFER TO CITY OF VICTORVILLE SPECIAL PROVISIONS FOR TRAFFIC SIGNAL CONTROLLER UNITS, CABINETS, AND AUXILIARY EQUIPMENT

{END of PART 7}

PART 8: LANDSCAPING AND IRRIGATION

Landscaping and Irrigation shall consist of *Part 8 – Landscaping and Irrigation* of the “Greenbook” Standard Specifications for Public Works Construction, latest edition, in its entirety, as modified by these Special Provisions.

➤ RESERVED

{END of PART 8}

{END of SPECIAL PROVISIONS}



SECTION B: FEDERAL REQUIREMENTS

NOT APPLICABLE

EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT



**SECTION C:
NOT USED**

**EL RIO AND CALVARY ROAD REPAIR AND VAULT LID
REPLACEMENT PROJECT**

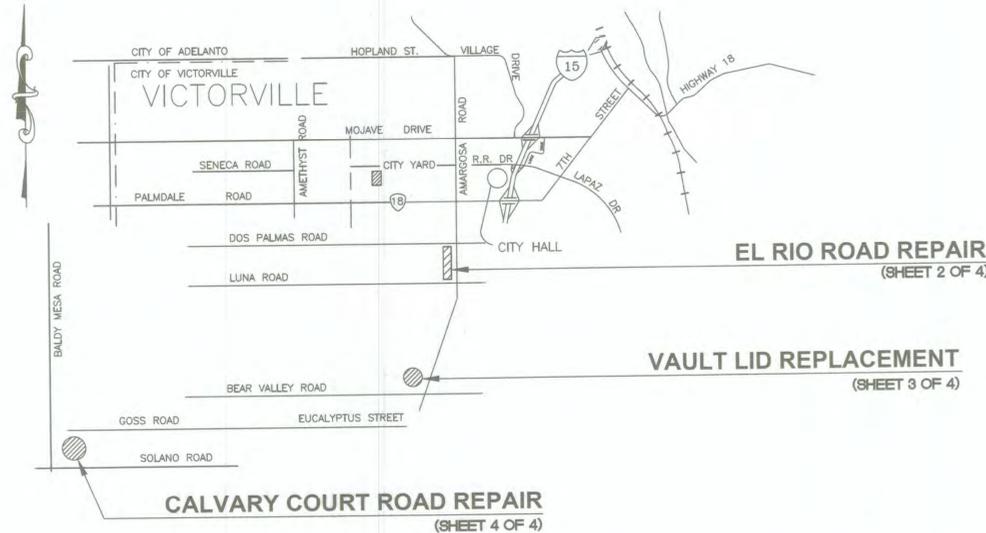
CITY OF VICTORVILLE EL RIO & CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT

STREET GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THESE PLANS, SPECIAL PROVISIONS, AND THE LATEST VERSION OF CITY OF VICTORVILLE STANDARD SPECIFICATIONS FOR PUBLIC WORKS IMPROVEMENTS, CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS, AND DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
2. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTIES; THAT THIS REQUIREMENT SHALL APPLY CONTINUALLY, AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THIS PROJECT.
3. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER OF ANY DISCREPANCIES OR UNUSUAL CONDITIONS ON THESE PLANS, THE SPECIAL PROVISIONS BEFORE BID AND AS SOON AS THEY ARE DISCOVERED.
4. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH THE WORK SITE AND ALL UNDERGROUND UTILITIES/FACILITIES SHOWN OR NOT SHOWN ON THESE PLANS.
5. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY THE CITY OF VICTORVILLE AND OTHER PUBLIC AGENCIES.
6. THE CONTRACTOR SHALL BE HELD RESPONSIBLE ANY CHANGES MADE TO THESE PLANS AND THE SPECIAL PROVISIONS WITHOUT PRIOR WRITTEN AUTHORIZATION OF THE CITY ENGINEER.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT SURVEYING MONUMENTS IN PLACE, AND THE CONTRACTOR SHALL BE RESPONSIBLE FINANCIALLY FOR RESETTING DAMAGED OR DESTROYED MONUMENTS.
8. JOSHUA TREES SHALL BE PROTECTED IN PLACE OR RELOCATED AS APPROVED BY THE PARK DIVISION OF THE CITY OF VICTORVILLE, COMMUNITY SERVICES DEPARTMENT AT THE CONTRACTOR'S EXPENSE.
9. ACCESS TO ALL DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES EXCEPT WHEN PRECLUDED BY NECESSARY CONSTRUCTION FOR A REASONABLE PERIOD OF TIME AS APPROVED BY THE CITY ENGINEER.
10. THE CONTRACTOR SHALL MAINTAIN A NEAT APPEARANCE AT THE JOB SITE. THE CONTRACTOR SHALL REMOVE ALL RUBBISH, UNUSED MATERIALS, FORMS, BROKEN CONCRETE AND ASPHALT, UNUSED CONSTRUCTION EQUIPMENT, AND PLANTS AS SOON AS PRACTICABLE DURING CONSTRUCTION UNTIL FINAL ACCEPTANCE OF THE PROJECT BY THE CITY OF VICTORVILLE.
11. CONSTRUCTION AND/OR MAINTENANCE OPERATIONS BY OTHERS MAY OCCUR CONCURRENTLY AT THE JOBSITE OR IN THE VICINITY OF THE JOBSITE. THE CONTRACTOR SHALL COOPERATE AND COORDINATE WITH THE OTHER CREWS.
12. THE CONTRACTOR SHALL GRADE, COMPACT AND MATCH ALL EXISTING DRIVEWAY/ROAD TO THE FINISHED ELEVATIONS WITHOUT IMPEDING ANY NATURAL DRAINAGE FLOW.
13. CONSTRUCTION OF TRAFFIC CONTROLS, TEMPORARY STRIPING AND SIGNING SHALL BE PROVIDED BY CONTRACTOR IN ACCORDANCE CALTRANS TRAFFIC MANUAL AND AS APPROVED BY THE CITY ENGINEER.
14. ALL TRAFFIC CONTROL DEVICES, ROAD SIGNS AND MARKERS TO BE REPLACED, REMOVED OR RELOCATED SHALL BE PER SIGNING AND STRIPING PLANS.
15. IF ASPHALT IS TO BE PLACED DIRECTLY ON SUBSURFACE OF ROAD OR DRAINAGE FACILITIES, A SOIL STERILANT REGISTERED BY THE EPA FOR USE UNDER AC OR PC SHALL BE UNIFORMLY APPLIED AT THE MANUFACTURER'S RECOMMENDED RATE FOR FULL PAVEMENT WIDTH PRIOR TO PAVING.
16. ALL NEW AC PAVEMENTS SHALL BE SEAL COATED PER CITY OF VICTORVILLE STANDARD SPECIFICATIONS OR CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AS DETERMINED BY THE CITY ENGINEER.
17. ALL CURBS ADJACENT TO FIRE HYDRANTS SHALL BE PAINTED RED FOR A DISTANCE OF 15' EACH SIDE OF THE FIRE HYDRANT, MEASURED FROM THE CENTER OF THE FIRE HYDRANT.
18. ALL FIRE HYDRANT LOCATIONS SHALL BE DELINEATED BY A BLUE DOT IN THE PAVEMENT LOCATED ON A LINE PERPENDICULAR TO THE CURB AT THE CENTER OF THE FIRE HYDRANT APPROXIMATELY 1' FROM THE LEFT SIDE OF THE NUMBER 1 LANE (LANE CLOSEST TO THE CENTER-LINE) ON THE SIDE OF THE STREET ON WHICH THE HYDRANT IS LOCATED.

SPECIAL NOTE TO THE CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF ALL AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINE NOT OF RECORD OR NOT SHOWN ON THESE PLANS. PRIOR TO EXCAVATION, THE CONTRACTOR SHALL CALL TOLL FREE 1-800-422-4133 TO VERIFY THE UNDERGROUND LOCATION OF ALL UTILITIES.



LOCATION MAP
NOT TO SCALE

CONSTRUCTION NOTES:

1. SAW CUT, REMOVE AND DISPOSE EXISTING AC INCLUDING ANY BASE/SUBGRADE FOR REPAIRS (AS REQUIRED) PER PAVEMENT REPAIR DETAILS ON SHEET 2 OF THE PLANS; REMOVE SUBSURFACE SOIL TO MINIMUM OF 24 INCHES BELOW FINISH GRADE, SPREAD AND PERFORM MOISTURE CONDITIONING AND RECOMPACT TO MINIMUM 95% RELATIVE COMPACTION PER PAVEMENT REPAIR DETAILS ON SHEET 2 OF THE PLANS. (APPROX. 1880 LF) (APPLY TACKCOAT TO ALL SURFACES PRIOR TO CONSTRUCTION OF OVERLAY)
2. REMOVE AND REPLACE IN-KIND EXISTING CAST-IN-PLACE REINFORCED CONCRETE PANEL INCLUDING VAULT LID/FRAME ASSEMBLY WITH OCCASIONAL H-20 LOAD RATED RECTANGULAR SPRING-ASSISTED DOUBLE WIDE OPEN LID/FRAME PER COV STANDARD DRAWING W-33. (SOME FIELD MODIFICATION MAY BE NEEDED TO COMPLY WITH COV STANDARD DRAWING W-33)
3. T-CUT REPAIR EXISTING PAVEMENT PER SAN BERNARDINO COUNTY TRENCH REPAIR DETAIL ON SHEET 4 OF THE PLANS. AC DIKE AT THE EDGE OF PAVEMENT SHALL BE REPLACED IF REMOVED OR DAMAGED. (APPLY TACKCOAT TO ALL SURFACES PRIOR TO CONSTRUCTION OF OVERLAY).
4. LOCATE BURIED VALVE LID/CAN AND ADJUST TO FINISHED GRADE. (LOCATIONS SHOWN ABOVE ARE ONLY APPROXIMATE. EXACT LOCATION SHALL BE FIELD VERIFIED BY THE CONTRACTOR)

SHEET INDEX:

TITLE SHEET.....	SHEET 1 OF 4
EL RIO ROAD REPAIR.....	SHEET 2 OF 4
VAULT REPLACEMENT.....	SHEET 3 OF 4
CALVARY ROAD REPAIR.....	SHEET 4 OF 4

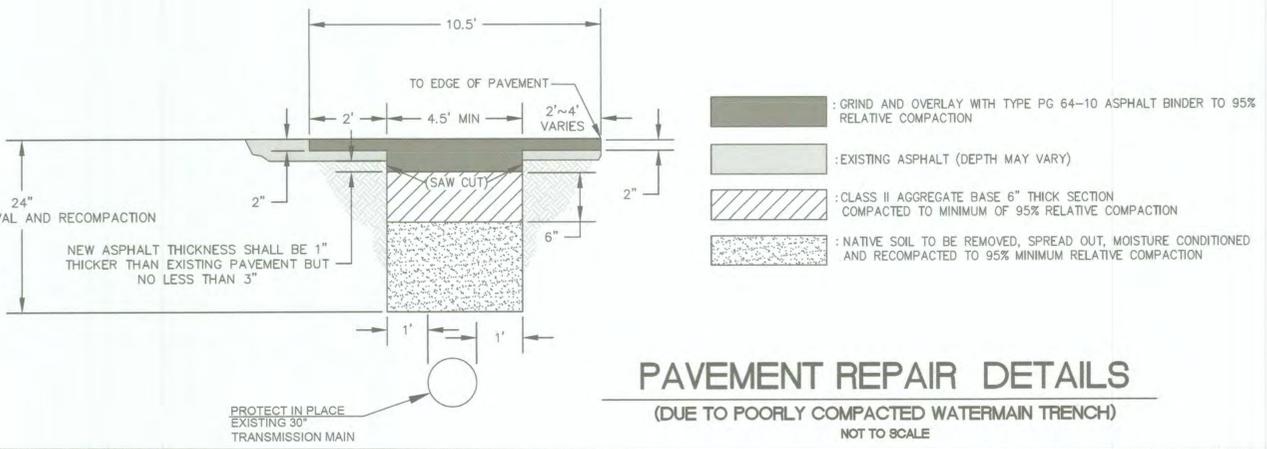
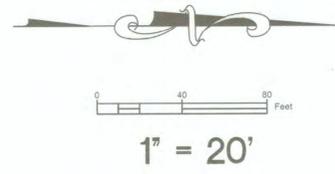
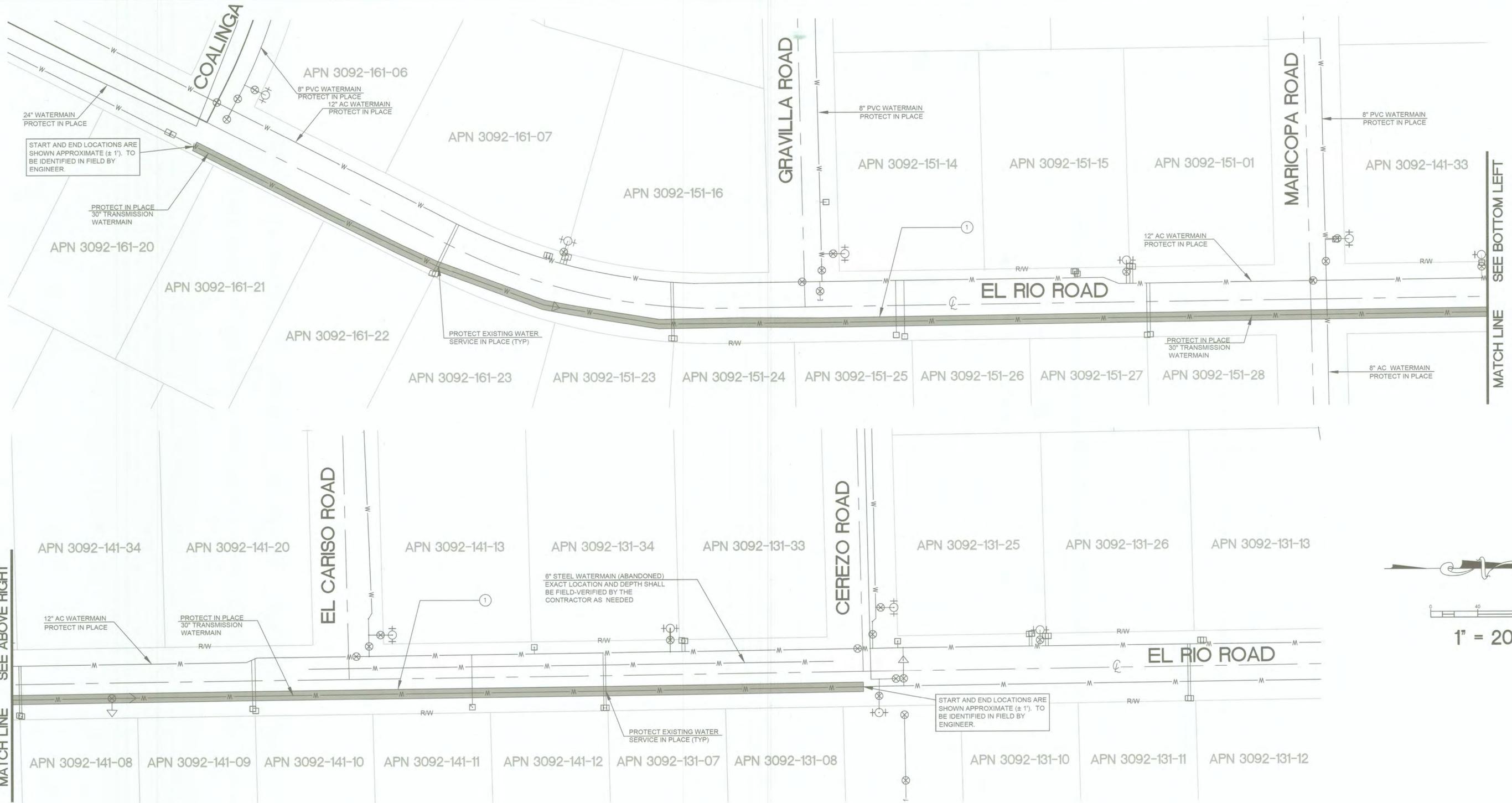
NOTATION AND LEGEND:

AB	AGGREGATE BASE	CORE REFERENCE	⊕
AC/ASPH	ASPHALT CONCRETE	CONSTRUCTION NOTE	Ⓢ
APN	ASSESSOR'S PARCEL NUMBER	CURVE DATA NOTE	Ⓢ
BVC/EVC	BEGIN/END VERTICAL CURVE	CENTERLINE	—C—
CL/E	CENTERLINE	PROPOSED SLOPE	—S—
CMP	CORRUGATED METAL PIPE	PROPOSED EDGE OF PAVEMENT	—E—
DRWG	DRAWING	EXISTING EDGE OF PAVEMENT	—E—
EP	EDGE OF PAVEMENT	EXISTING TRAFFIC SIGN	⊕
EXIST./EX.	EXISTING	EXISTING SEWER LINE	—S—
FG	FINISH GRADE	EXISTING WATER LINE	—W—
FL	FLOW LINE	EXISTING GAS LINE	—G—
FS	FINISH SURFACE	EXISTING TELEPHONE LINE	—T—
GB	GRADE BREAK	EXISTING CABLE TV LINE	—TV—
GL	GROUND LINE	EXISTING ELECTRICAL LINE	—E—
HP	HIGH POINT	EXISTING RIGHT OF WAY LINE	—R—
INV	INVERT	FUTURE RIGHT OF WAY LINE	—F—
LF	LINEAL FEET	EXISTING FIRE HYDRANT	⊕
NG	NATURAL GRADE/GROUND	EXISTING STREET LIGHT	⊕
PI/IP	POINT OF INTERSECTION/ INTERSECTION POINT	EXISTING POWER POLE	⊕
PL/R	PROPERTY LINE	EXISTING WATER VALVE/WATER METER	⊕
PROP	PROPOSED	EXISTING GAS VALVE/GAS METER	⊕
RCB/RCP	REINFORCED CONCRETE BOX/PIPE	TELEPHONE PEDESTAL	⊕
R/W	RIGHT OF WAY	EXISTING TREE	⊕
S/W	SIDEWALK	EXISTING AIR RELEASING VALVE	⊕
SMH	SEWER MANHOLE		
SRP	SPIRAL RIB PIPE		
THK	THICK		
TW/BW	TOP/BOTTOM OF WALL		
LT/RT	LEFT/RIGHT		
SOE	SOUTHERN CALIFORNIA EDISON		
N/E/S/W	NORTH/EAST/SOUTH/WEST		



<p style="text-align: center;">CITY OF VICTORVILLE ENGINEERING DEPARTMENT 14343 Civic Drive, Victorville, Ca. 92392 (760) 955-5158</p>																							
<p>EL RIO & CALVARY ROAD REPAIR</p> <p style="text-align: center;">TITLE SHEET</p>		<p>DRAWING No. S-0902</p>																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>REVISION</th> <th>BY</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>		NO.	REVISION	BY	DATE					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DESIGN BY: D.L.</td> <td>SHEET NO.</td> <td>DRAWING No.</td> </tr> <tr> <td>DRAWN BY: D.L.</td> <td>1 OF 4</td> <td>S-0902</td> </tr> <tr> <td>CHECKED BY: S.N.</td> <td></td> <td></td> </tr> <tr> <td>DATE: 09/21/20</td> <td></td> <td></td> </tr> </table>		DESIGN BY: D.L.	SHEET NO.	DRAWING No.	DRAWN BY: D.L.	1 OF 4	S-0902	CHECKED BY: S.N.			DATE: 09/21/20		
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DATE: 09/21/20																							
<p>FIELD BOOK NO. (S)</p> <p>BENCH MARK:</p> <p>ELEVATION =</p>		<p>APPROVED BY: <i>Bryan W. Gensler</i> DATE: 9-23-20 R.C.E. 44730</p> <p>CITY ENGINEER</p>																					





PAVEMENT REPAIR DETAILS
 (DUE TO POORLY COMPACTED WATERMAIN TRENCH)
 NOT TO SCALE

- CONSTRUCTION NOTES:**
- SAW CUT, REMOVE AND DISPOSE EXISTING AC INCLUDING ANY BASE/SUBGRADE FOR REPAIRS (AS REQUIRED) PER PAVEMENT REPAIR DETAILS HEREIN; REMOVE SUBSURFACE SOIL TO MINIMUM OF 24 INCHES BELOW FINISH GRADE, SPREAD AND PERFORM MOISTURE CONDITIONING AND RECOMPACT TO MINIMUM 95% RELATIVE COMPACTION PER PAVEMENT REPAIR DETAILS HEREIN. (APPROX. 1880 LF)
 (APPLY TACKCOAT TO ALL SURFACES PRIOR TO CONSTRUCTION OF OVERLAY)

- SPECIAL NOTES**
- THE CONTRACTOR SHALL NOTIFY THE RESIDENTS MINIMUM OF 1 WEEK PRIOR TO MOBILIZATION AND 2 DAYS BEFORE THE CONSTRUCTION.
 - EXISTING ASPHALT SURFACE IS LYING OVER NATIVE SUBSURFACE SOIL.
 - ALL WATER SERVICES AND OTHER UNDERGROUND UTILITIES CROSSING LIMITS OF TRENCH REPAIRS (WHETHER SHOWN OR NOT SHOWN ON THESE PLANS) SHALL BE PROTECTED AND KEPT IN PLACE.

SHEET INDEX:

TITLE SHEET	SHEET 1 OF 4
EL RIO ROAD REPAIR	SHEET 2 OF 4
VAULT REPLACEMENT	SHEET 3 OF 4
CALVARY ROAD REPAIR	SHEET 4 OF 4

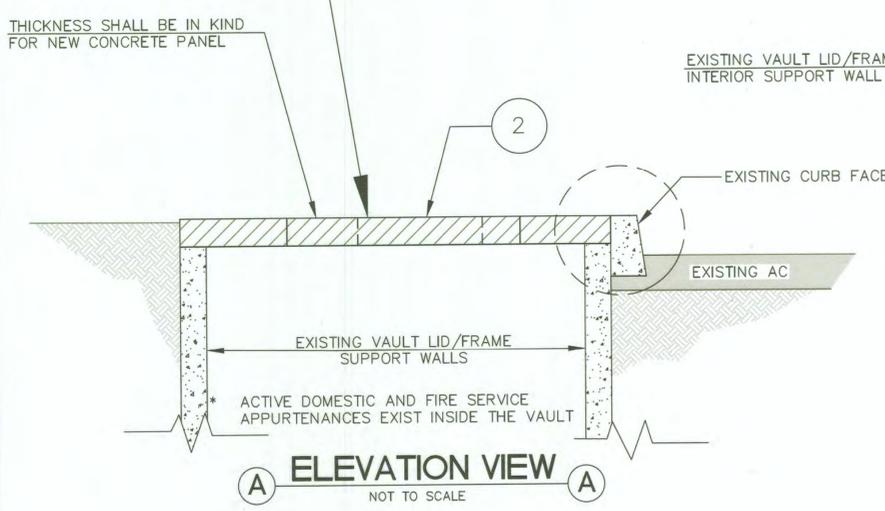
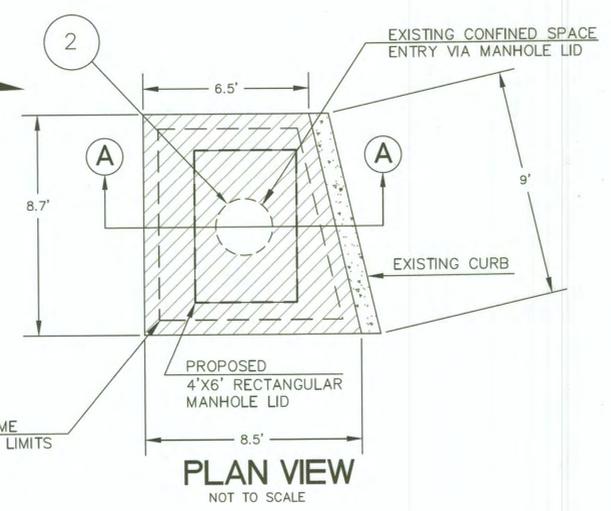
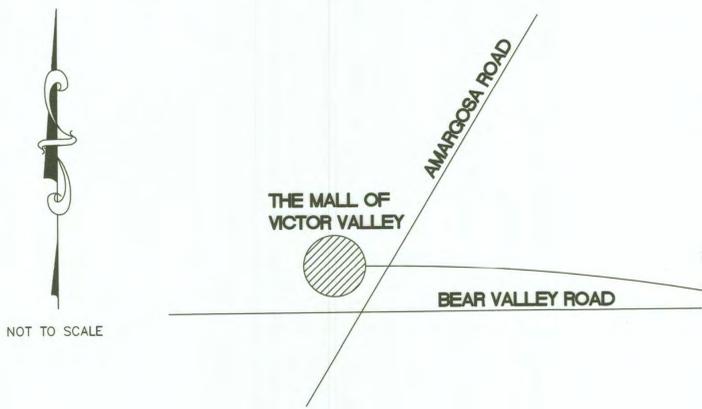
CITY OF VICTORVILLE
 ENGINEERING DEPARTMENT
 14343 Civic Drive, Victorville, Ca. 92382 (760) 955-5158

NO.	REVISION	BY	DATE

EL RIO & CALVARY ROAD REPAIR
 EL RIO ROAD REPAIR

FIELD BOOK NO. (S)	DESIGN BY: D.L.	SHEET NO.	DRAWING No.
BENCH MARK:	DRAWN BY: D.L.	2 of 4	S-0902
ELEVATION =	CHECKED BY: S.N.	DATE: 09/21/20	PROJECT NO.
APPROVED BY: <i>Brian W. Gengler</i>	CITY ENGINEER	DATE: 9-23-20	R.C.E. 44730





- CONSTRUCTION NOTES:**
- ② REMOVE AND REPLACE IN-KIND EXISTING CAST-IN-PLACE REINFORCED CONCRETE PANEL INCLUDING VAULT LID/FRAME ASSEMBLY WITH OCCASIONAL H-20 LOAD RATED RECTANGULAR SPRING-ASSISTED DOUBLE WIDE OPEN LID/FRAME PER COV STANDARD DRAWING W-33. (SOME FIELD MODIFICATION MAY BE NEEDED TO COMPLY WITH COV STANDARD DRAWING W-33)
- : CONCRETE PANEL TO BE REMOVED AND RECONSTRUCTED
 : PROPOSED DOUBLE WIDE OPEN LID AND FRAME
 : EXISTING CONFINED-SPACE VAULT LID TO BE REMOVED

SHEET INDEX:

TITLE SHEETSHEET 1 OF 4
EL RIO ROAD REPAIRSHEET 2 OF 4
VAULT REPLACEMENTSHEET 3 OF 4
CALVARY ROAD REPAIRSHEET 4 OF 4

SPECIAL NOTES:

- THE CONTRACTOR SHALL TAKE EXTRA CAUTION AND MEASURES TO PROTECT ACTIVE DOMESTIC AND FIRE SERVICE APPURTENANCES TO REMAIN ACTIVE WITHIN THE VAULT DURING CONSTRUCTION ACTIVITIES. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR WITH NO ADDITIONAL COST TO THE CITY.
- THE CONTRACTOR SHALL COORDINATE WORK WITH THE MALL OF VICTOR VALLEY OPERATION MANAGER PRIOR TO START OF CONSTRUCTION, SEE CONTACT INFORMATION BELOW:

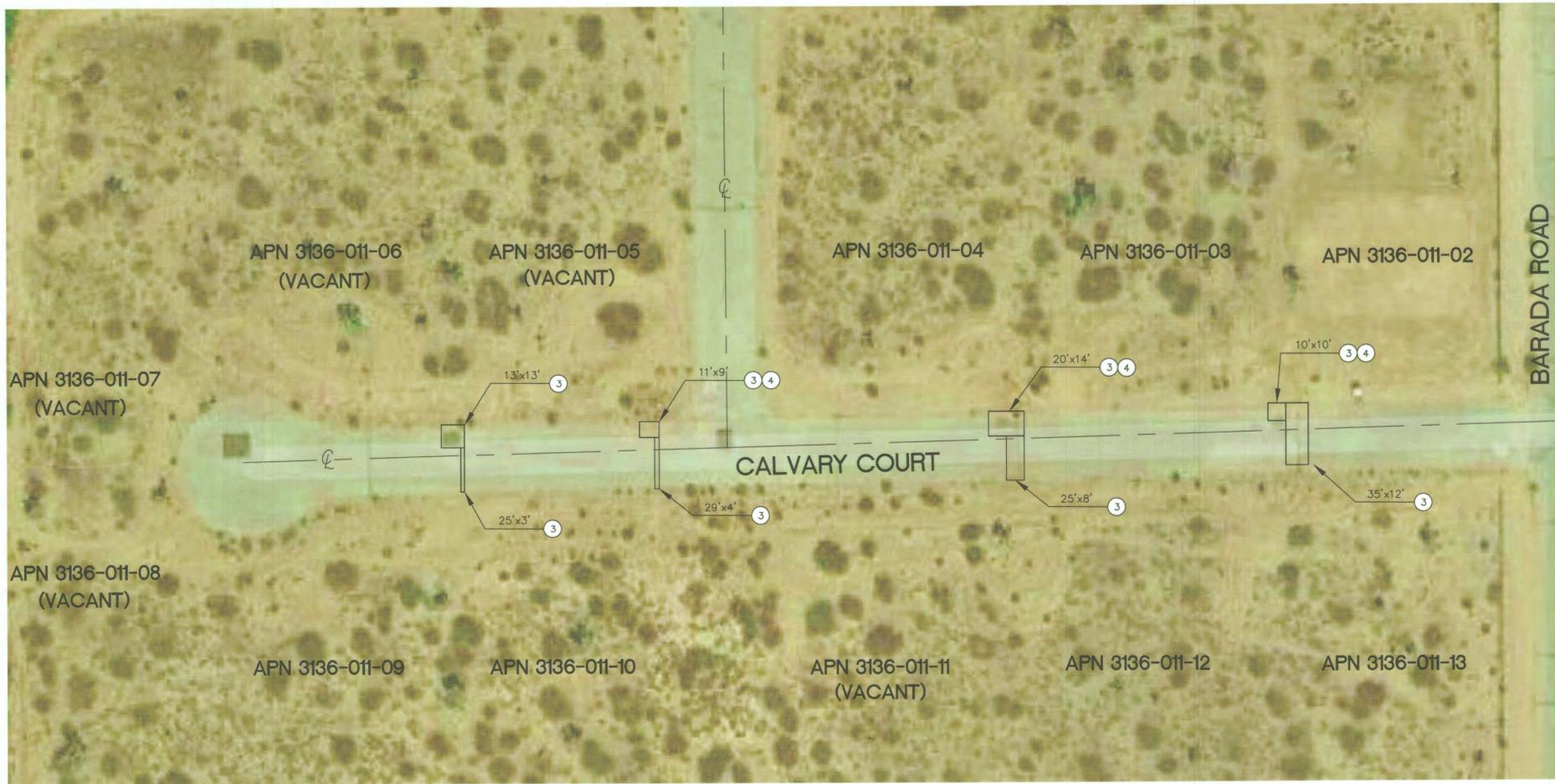
KELLY WHITE (OPERATION MANAGER)
 DIRECT : 760-475-6056
 CELL : 760-927-7691
 Kelly.White@macerich.com



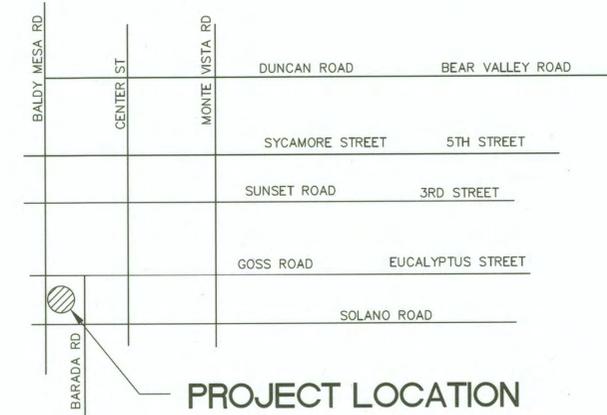
CITY OF VICTORVILLE ENGINEERING DEPARTMENT 14343 Civic Drive, Victorville, Ca. 92392 (760) 955-5158		EL RIO & CALVARY ROAD REPAIR VAULT LID REPLACEMENT			
				NO.	REVISION
FIELD BOOK NO. (S)		DESIGN BY: D.L.		SHEET NO.	DRAWING NO.
BENCH MARK:		DRAWN BY: D.L.		3	S-0902
ELEVATION =		CHECKED BY: S.N.		4	PROJECT NO.
APPROVED BY: <i>Brian W. Gengler</i>		DATE: 8-23-20		R.C.E. 44730	
CITY ENGINEER		BRIAN W. GENGLER			



File Name: \\COV\HFSD\1\Departments\Linus\Project_Shortcuts\El Rio Road Repair\Drawings\El Rio Road Repair\Drawings\El Rio Road Repair.dwg
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NOT TO SCALE

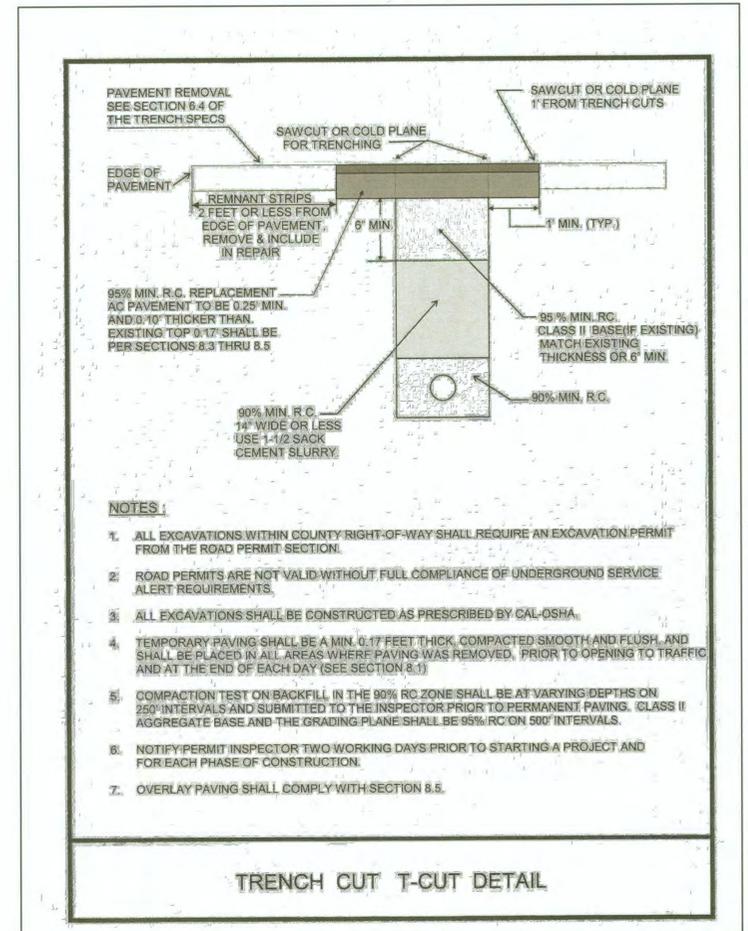


CONSTRUCTION NOTES:

- ③ T-CUT REPAIR EXISTING PAVEMENT PER SAN BERNARDINO COUNTY TRENCH REPAIR DETAIL ON SHEET 4 OF THE PLANS. AC DIKE AT THE EDGE OF PAVEMENT SHALL BE REPLACED IF REMOVED OR DAMAGED. (APPLY TACKCOAT TO ALL SURFACES PRIOR TO CONSTRUCTION OF OVERLAY).
- ④ LOCATE BURIED VALVE LID/CAN AND ADJUST TO FINISHED GRADE. (LOCATIONS SHOWN ABOVE ARE ONLY APPROXIMATE. EXACT LOCATION SHALL BE FIELD VERIFIED BY THE CONTRACTOR)

SPECIAL NOTES:

- * CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING SAN BERNARDINO COUNTY ENCROACHMENT PERMIT(S) AND ANY ASSOCIATED INSPECTIONS.
- * THE CONTRACTOR SHALL NOTIFY HOMEOWNERS MINIMUM OF 1 WEEK PRIOR TO MOBILIZATION AND 2 DAYS BEFORE CONSTRUCTION BEGINS.
- * PLEASE NOTE THAT PARCELS SHOWN ABOVE ARE NOW DEVELOPED WITH HOUSES AND ALL ITS APPURTENANCES SUCH AS FENCE, BLOCK WALL, UTILITY BOXES AND MORE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO WORK AROUND ITEMS THAT EXIST BUT ARE NOT SHOWN ON THESE PLANS.
- * DIMENSIONS OF ASPHALT REPAIR SHOWN ABOVE INDICATE BOUNDARIES OF SPALLED PAVEMENT WHICH INCLUDES 1" GRIND AND OVERLAY ON EACH SIDE OF THE TRENCH.



NOTES:

1. ALL EXCAVATIONS WITHIN COUNTY RIGHT-OF-WAY SHALL REQUIRE AN EXCAVATION PERMIT FROM THE ROAD PERMIT SECTION.
2. ROAD PERMITS ARE NOT VALID WITHOUT FULL COMPLIANCE OF UNDERGROUND SERVICE ALERT REQUIREMENTS.
3. ALL EXCAVATIONS SHALL BE CONSTRUCTED AS PRESCRIBED BY CAL-OSHA.
4. TEMPORARY PAVING SHALL BE A MIN. 0.17 FEET THICK, COMPACTED SMOOTH AND FLUSH, AND SHALL BE PLACED IN ALL AREAS WHERE PAVING WAS REMOVED. PRIOR TO OPENING TO TRAFFIC AND AT THE END OF EACH DAY (SEE SECTION 8.1)
5. COMPACTION TEST ON BACKFILL IN THE 90% RC ZONE SHALL BE AT VARYING DEPTHS ON 250' INTERVALS AND SUBMITTED TO THE INSPECTOR PRIOR TO PERMANENT PAVING. CLASS II AGGREGATE BASE AND THE GRADING PLANE SHALL BE 95% RC ON 500' INTERVALS.
6. NOTIFY PERMIT INSPECTOR TWO WORKING DAYS PRIOR TO STARTING A PROJECT AND FOR EACH PHASE OF CONSTRUCTION.
7. OVERLAY PAVING SHALL COMPLY WITH SECTION 8.5.

TRENCH REPAIR DETAIL
SAN BERNARDINO COUNTY

SHEET INDEX:

TITLE SHEET.....	SHEET 1 OF 4
EL RIO ROAD REPAIR.....	SHEET 2 OF 4
VAULT REPLACEMENT.....	SHEET 3 OF 4
CALVARY ROAD REPAIR.....	SHEET 4 OF 4



CITY OF VICTORVILLE ENGINEERING DEPARTMENT 14343 Civic Drive, Victorville, Ca. 92392 (760) 955-5158		EL RIO & CALVARY ROAD REPAIR CALVARY ROAD REPAIR	
		NO. REVISION BY DATE	DESIGN BY: D.L. DRAWN BY: D.L. CHECKED BY: S.N. DATE: 09/21/20
FIELD BOOK NO. (S)		DRAWING No. S-0902	
BENCH MARK:		PROJECT NO.	
ELEVATION =		APPROVED BY: <i>Brian W. Gengler</i> CITY ENGINEER DATE: 9-22-20 R.C.E. 44730	

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SECTION D: BID PROPOSAL DOCUMENTS

EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT

SUBMISSION CERTIFICATION
EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT,
PROJECT BM21-046

I hereby submit to the City of Victorville the following bid proposal for work outlined in the bid package entitled "**EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT, PROJECT BM21-046**". All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- ___ Submission Certification
- ___ The Proposal
- ___ Bid Proposal Form Instructions
- ___ Bid Proposal Form
- ___ Contractor Qualification Statement (**Must be notarized**)
- ___ Proposer Identification
- ___ Exceptions Form
- ___ Workers' Compensation Certificate
- ___ Signature Authorization
- ___ List of Subcontractors
- ___ Questionnaire
- ___ Bidder's Bond
- ___ Non-Collusion Declaration
- ___ SB 854 Certification
- ___ Debarred Certification Acknowledgement
- ___ Acknowledgement Pages for all Bid Addenda

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my bid proposal.

Business Name	
Authorized Signature	Printed Name and Title
Date Signed	Telephone Number

**THE PROPOSAL
EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT,
PROJECT BM21-046**

City of Victorville
14343 Civic Drive
Victorville, CA 92392

**SUBJECT: EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT,
Project BM21-046**

Gentlemen:

The undersigned hereby proposes to perform all work for which a contract may be awarded to him and to furnish any and all plant, labor services, materials, tools equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore as provided in the Construction Agreement, and to do everything required therein for the Construction of Improvements as specifically set forth in the documents entitled:

EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT, PROJECT BM21-046

Together with appurtenances thereto; all as set forth on the Plans and in the Bid Package and other Contract Documents; and he further proposes and agrees that, upon proposal acceptance and award, he will contract in the form and manner stipulated to perform all the work called for by the Plans, Special Provisions, and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and he will accept as full payment therefore the prices set forth in the Bid Proposal forming a part hereof.

() Cashier's Check () Certified Check () Bid Bond properly made payable to the City of Victorville, hereinafter designated as the Owner, for the sum of _____ Dollars, (\$ _____), which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee the undersigned will execute the Agreement and furnish the required bonds if awarded the Contract and, in case of failure to do so within the time provided, said funds shall be forfeited to the Owner, of Surety's liability to the Owner for forfeiture of the amount of the Bond shall be considered as established.

IT IS UNDERSTOOD AND AGREED THAT:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Construction Agreement; namely, Notice Inviting Bids, Instruction to Bidders, Proposal, Bid Proposal Form(s), list of Subcontractors, the Bidder's Bond with Check or Bond, Construction Agreement, Faithful Performance Bond, Payment Bond, Non-Collusion Declaration, Special Provisions, the plans, the City of Victorville Standard Specifications for Public Improvements, the Standard Specifications and Standard Plans of the State of California Department of Transportation, California Manual on Uniform Traffic Control Devices for Streets and Highways, and all additions, deletions, modifications, appendices, and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of said documents; and
2. The undersigned has by investigation at the site of the work and otherwise satisfied himself/herself concerning the nature and location of the work and has fully informed himself/herself concerning all conditions and matters which can in any way affect the work or the cost thereof; and
3. The undersigned fully understands the scope of the work and has carefully checked all words and figures in this Proposal and he further understands the City of Victorville will in no way be responsible for any errors or omissions in the preparation of this Proposal; and
4. The undersigned will execute the Contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and legal holidays) after notice to him of acceptance of his bid by the City of Victorville; and further, that this bid may not be withdrawn for a period of forty-five (45) days after date set for opening thereof, unless otherwise required by law. If any bidder withdraws his bid within said period, the bidder shall be liable under the provisions of Bidders Bond, or the Contract and his Surety shall be liable under the Bidder's Bond, as the case may be; and

5. The undersigned hereby certifies this Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

NOW, in compliance with Notice Inviting Bids, and all the provisions herein before stipulated, the undersigned, with full cognizance thereof hereby proposes to furnish all materials and perform the entire work for the prices set forth in the attached Bid Proposal Form(s).

DATED this _____ day of _____, 20____.

BIDDER: _____

BY: _____

TITLE: _____

BIDDER'S ADDRESS: _____

BIDDER'S TELEPHONE NUMBER: _____

BIDDER'S EMAIL ADDRESS: _____

CONTRACTORS' LICENSE NUMBER AND EXPIRATION DATE: _____

CONTRACTORS' LICENSE CLASSIFICATION(S): _____

BID PROPOSAL FORM INSTRUCTIONS
EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT, PROJECT
BM21-046

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each item of work, in clearly printed figures, the unit price and total for the line item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the City's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error, or other irregularity, which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the 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 with respect to the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two (2) bonds in the sums to be determined, with surety satisfactory to the City of Victorville within ten (10) days, not including Sundays and legal holidays, after award of the Contract by the City of Victorville may, at its option, determine the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the City of Victorville.

Contractor: _____

[printed name]

[signature]

[date]

**BID PROPOSAL FORM
EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT,
PROJECT BM21-046**

TO THE CITY COUNCIL OF THE CITY OF VICTORVILLE, CALIFORNIA:

The **undersigned declares** they have carefully examined the locations of the proposed work, the Plans, Special Provisions, Bid Item Descriptions, and Contract Documents; and being familiar with all of the conditions surrounding the work, including the availability of materials and labor, hereby proposes to furnish all labor, materials, tools, equipment, and incidentals, to complete all the work. The City of Victorville reserves the right to reject any and all bids and waive any irregularities or informalities in any bid or in the bidding. All applicable taxes and discounts should be included. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and the most current editions of the following documents, including all amendments in effect as of the bid opening date:

- 1) City of Victorville Standard Plans for Public Improvements,
- 2) Standard Specifications & Standard Plans for Public Works Construction "Greenbook" 2018 edition,
- 3) Standard Specifications & Standard Plans of the State of California Department of Transportation,
- 4) California Manual of Uniform Traffic Control Devices, and
- 5) Contract Documents for the price set forth in the following schedules:

Item	Description	Unit	Qty	Unit Price	Total
1	Mobilization/Demobilization/Bonds/Insurance/Permits	LS	1		
2	Storm Water Pollution Prevention Plans and Best Management Practices	LS	1		
3	Traffic Control and Safety #1 (El Rio Road Repair)	LS	1		
4	Traffic Control and Safety #2 (Calvary Court Road Repair)	LS	1		
5	Traffic Control and Safety #3 (Vault Lid Replacement)	LS	1		
6	El Rio Road Repair - Saw cut, remove, and dispose existing AC including any base/subgrade for repairs. Remove subsurface soil to min. 24" below finish grade, spread and perform moisture conditioning and recompact to min. 95% relative compaction. Tackcoat shall be applied to all surfaces prior to overlay. * Refer to the pavement repair details on sheet 2 of the plans.	SF	19,845		
7	Calvary Court Road Repair - T-cut repair per San Bernardino County Standard on sheet 4 of the plans. Ac dike at the edge of pavement shall be replaced if removed or damaged. Tackcoat shall be applied to all surfaces prior to overlay. Locate existing valve cans buried underground and adjust the height to level to finished surface.	EA	4		
8	Vault Lid Replacement - Remove and replace in-kind existing cast-in-place reinforced concrete panel including vault lid/frame assembly with occasional h-20 load rated rectangular spring-assisted double wide-open lid/frame per COV standard drawing w-33.	LS	1		
9	Authorized Work	LS	1		\$30,000.00
Total					

Contractor: _____

Print and Sign Name: _____

<p>TOTAL (IN NUMBERS):</p> <p>\$ _____</p> <p>TOTAL (IN WORDS):</p> <p>_____</p>
--

Contractor: _____

Address: _____

Phone: _____ Fax: _____

Email Address: _____

By: _____

Signature

Date:

**CONTRACTOR QUALIFICATION STATEMENT
EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT,
PROJECT BM21-046**

GENERAL

This form is required in advance of consideration of an application to bid or as a qualification statement in advance of award of contract. For consideration, the prime contractor shall submit all information requested in this Contractor Qualification Statement form. For specialty work performed by subcontractor(s), question number 8 contained herein shall be filled out completely for each specialty subcontracted trade. Furthermore, to the extent this form does not provide sufficient space to fully respond, extra sheets as necessary may be added, clearly identifying the response to the question number and subparts. **Failure to adequately demonstrate the required prior work/project completion experience will deem the bid nonresponsive and ineligible for further consideration.** The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO:

Corporation _____
Partnership _____
Individual _____
Joint Venture _____

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

(Note: Attach separate sheets as required)

1. How many years has your organization been in business as a licensed contractor?

2. Has your organization been in business for a minimum of **three (3) years** under the contractor's license currently used?
 Yes No
3. How many years has your organization been in business under its present business name?

4. Under what other or former names has your organization operated?

5. Identify parent company if applicable:

6. Has your organization ever been licensed under a different name or different license number?
 Yes No
If the answer is yes, give name(s) and license number(s):

7. Has your organization satisfactorily completed at least **three (3)** contracts for projects comparable in scope, specialty work if applicable and scale to the Project for which this Bid is submitted within **five (5)** years prior to the Bid Proposal deadline?
 Yes No

8. Complete the following information for **three (3)** completed construction contracts with public agencies for projects comparable in scope, specialty work if applicable and scale to the Project for which this Bid is being submitted:

a. **Project #1**

- i. Name of organization (contractor): _____
 Prime Contractor Specialty Subcontractor
- ii. Contractor's License number: _____
- iii. Name of Agency: _____
- iv. Name of Agency's Project Manager: _____
- v. Name of Project: _____
- vi. Project Address: _____
- vii. Agency's contact phone number **and email address** _____
- viii. Type of Facility: _____
- ix. Contract Type: _____
- x. Contract Amount: _____
- xi. Percent Change Orders to Base Contract: _____
- xii. Percent Work Performed With Own Forces: _____
- xiii. Scheduled Completion Date: _____
- xiv. Actual Completion Date: _____
- xv. Explain any differences between scheduled and actual completion dates:

- xvi. Explain any differences between the original contract amount and the actual cost to complete:

b. **Project #2**

- i. Name of organization (contractor): _____
 Prime Contractor Specialty Subcontractor
- ii. Contractor's License number: _____
- iii. Name of Agency: _____
- iv. Name of Agency's Project Manager: _____
- v. Name of Project: _____
- vi. Project Address: _____
- vii. Agency's contact phone number **and email address**: _____
- viii. Type of Facility: _____
- ix. Contract Type: _____
- x. Contract Amount: _____

- xi. Percent Change Orders to Base Contract: _____
- xii. Percent Work Performed With Own Forces: _____
- xiii. Scheduled Completion Date: _____
- xiv. Actual Completion Date: _____
- xv. Explain any differences between scheduled and actual completion dates:

- xvi. Explain any differences between the original contract amount and the actual cost to complete:

c. **Project #3**

- i. Name of organization (contractor): _____
 Prime Contractor Specialty Subcontractor
- ii. Contractor's License number: _____
- iii. Name of Agency: _____
- iv. Name of Agency's Project Manager: _____
- v. Name of Project: _____
- vi. Project Address: _____
- vii. Agency's contact phone number **and email address**: _____
- viii. Type of Facility: _____
- ix. Contract Type: _____
- x. Contract Amount: _____
- xi. Percent Change Orders to Base Contract: _____
- xii. Percent Work Performed With Own Forces: _____
- xiii. Scheduled Completion Date: _____
- xiv. Actual Completion Date: _____
- xv. Explain any differences between scheduled and actual completion dates:

- xvi. Explain any differences between the original contract amount and the actual cost to complete:

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

- Yes No

10. At any time during the last five years, has your organization or any of its owners or officers been convicted of a crime involving the awarding of a government contract, bidding, or the performance of a government contract?
 Yes No
11. If a corporation, answer the following:
a. Date of incorporation: _____
b. State of incorporation: _____
c. President's name: _____
d. Vice-president's name(s): _____
e. Secretary's or Clerk's name: _____
12. If individual or partnership answers the following:
a. Date of organization: _____
b. Name and address of all partners. (State whether general or limited partnership):

13. If other than corporation or partnership, describe organization and name principals: _____

14. We normally self- perform this _____% of the work with our own forces. List trades below:

15. Has your organization ever failed to complete any work awarded to you in the last five years? If so, note when, where, and why:

I, the undersigned, certify and declare that I have read all the foregoing answers to the questionnaire "Contractor's Qualification Statement" and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters, I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is correct.

Dated at _____

this _____ day of _____, 20 _____

By: _____

Title: _____

_____, being duly sworn deposes and says that he (she) is the _____, of Contractor(s) and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20 _____.

Notary Public: _____

My commission expires: _____

(Seal)

PROPOSER IDENTIFICATION
EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT, PROJECT
BM21-046

1. Legal name of Proposer: _____
2. Street Address: _____
3. Mailing Address: _____
4. Business Telephone: _____
5. Facsimile Telephone: _____
6. Email Address: _____
7. Type of Business: _____
 Sole Proprietor Partnership Corporation Other: _____
If corporation, indicate State where incorporated: _____
8. Business License number issued by the City where the Proposer's principal place of business is located:
Number: _____ Issuing City: _____
9. Contractor's License number and expiration date.
Number: _____ Expiration date: _____
10. Federal Tax Identification Number: _____
11. Proposer's Project Manager: _____

EXCEPTIONS FORM
EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT, PROJECT
BM21-046

Should Proposer take exception to **ANY** of the terms and conditions or other contents provided in the Construction Agreement Documents for the **EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT**, list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "**NONE**" for the first item. *(Make additional copies of this form as necessary)*

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

**WORKERS' COMPENSATION CERTIFICATION
EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT,
PROJECT BM21-046**

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

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

Signature

Company Name

Printed Name

Business License Number

Title

Date

**SIGNATURE AUTHORIZATION
EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT,
PROJECT BM21-046**

Proposer/Bidder: _____

- A. I hereby certify that I have the authority to offer this proposal/bid to the City of Victorville for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

SIGNATURE

- B. The following information relates to the Proposer/Bidder listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

An Individual
 A Partnership, Partners' names:
 A Company
 A Corporation

2. My tax identification number is: _____
(For individuals, this number is usually the Social Security Number)

3. I am a certified small business and Small Business Preference is applicable to this proposal/bid. A copy of my certification from the Office of Small and Minority Business is attached.

I have recently filed for Small Business Preference but have not yet received certification.

I am not a Small Business.

4. My business is owned by a minority whose ethnicity is: _____

My business is owned by a woman.

My business is owned by a disabled veteran.

**LIST OF SUBCONTRACTORS
EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT,
PROJECT BM21-046**

The Bidder shall comply with and furnish the following information for Subcontractors in accordance with Division 2, Chapter 4 of the California Public Contract Code (PCC) including Sections 4100 through 4113. All work subcontracted in excess of one-half of 1 percent of the bidder's total bid or \$10,000, whichever is greater, shall be listed herein.

The Prime Contractor shall perform with its own organization Contract Work amounting to not less than **Fifty Percent (50%)** of the total original contract price, excluding any Specialty items designated by the City in the Special Provisions or Description of Bid Items. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the amount of work required to be performed by the Contractor's own organization.

Bidder's Name: _____

Subcontractor Name, Business Address & Phone Number: _____

License Number & Classification: _____

Bid Item Number(s) Subcontracted: _____

Percentage (%) of Bid Item Number(s) Subcontracted: _____

Description of Work When Less Than 100% of Work is Subcontracted: _____

Dollar Amount Based on the Bid Amount: _____

DIR Registration number: _____

Subcontractor Name, Business Address & Phone Number: _____

License Number & Classification: _____

Bid Item Number(s) Subcontracted: _____

Percentage (%) of Bid Item Number(s) Subcontracted: _____

Description of Work When Less Than 100% of Work is Subcontracted: _____

Dollar Amount Based on the Bid Amount: _____

DIR Registration number: _____

***Note, add additional copies of this form as needed, numbered x of x number of pages.**

TOTAL PERCENTAGE SUBCONTRACTED: _____

**QUESTIONNAIRE
EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT,
PROJECT BM21-046**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or a safety regulation?

Yes _____ **No** _____

If the answer is yes, explain the circumstances in the following space:

**BIDDER'S BOND
EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT,
PROJECT BM21-046**

TO ACCOMPANY BID PROPOSAL FORM

THAT WE, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Victorville in the sum of TEN PERCENT (10%) of the total amount of the bid of the Principal, to be paid to the City, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assignees, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of \$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT WHEREAS, said Principal has submitted a bid to the City of Victorville to perform all work required under the Contract Documents for the following project:

**EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT,
PROJECT BM21-046**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and within the time and manner required under the said Specifications, enters into a written contract, in the prescribed form, in accordance with the bid and files the two required bonds with the City of Victorville, one to guarantee faithful performance and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

Accompanying this Proposal is () \$ _____ Cash, () Cashier's Check, () Certified Check, () Bidder's Bond in the amount equal to at least ten percent (10%) of the total of the larger bid.

The UNDERSIGNED further agrees that in case of default in executing the required contract together with the necessary bonds within the period of time provided by the Proposal Requirements, the proceeds of the security accompanying this bid shall become the property of the City of Victorville, California, and this proposal and the acceptance thereof may be considered null and void.

Principal is licensed in the State of California in accordance with and act providing for the registration of Contractors, License No. _____. NOTE: Signature of the party executing for the Surety must be properly acknowledged.

PRINCIPAL

SURETY

(Seal)

Note: Signature of the party executing for this Surety must be properly acknowledged.

**NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)
EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT,
PROJECT BM21-046**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Company Name

Printed Name

Title

**SENATE BILL 854
EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT,
PROJECT BM21-046**

(<http://www.dir.ca.gov/Public-Works/PublicWorks.html>)

Senate Bill 854 signed into law on Xx-xx0, 2014, became effective immediately. It established a new public works Contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All Contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. This is a Department of Industrial Relations (DIR) fee paid to the State of California. The City will not register a Contractor/subcontractor, nor collect funds for registration.

Subcontractor Eligibility. Contractor acknowledges that under Public Contract Code Section 6109 no contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project under Labor Code Section 1777.1 or 1777.7 may bid on, be awarded, or perform work as a subcontractor on, a public works project. Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project under Labor Code Section 1777.1 or 1777.7

Starting July 1, 2017, the new annual registration fees for public works contractors have increased to \$400.00, and contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

Small Project Exemption:

Contractors who work exclusively on small public work projects are not required to register as a public works or file electronic certified payroll reports for those projects. Contractor are still required to maintain certified payroll records on a continuous basis and provide them to the Labor Commissioner's Office upon request.

The small project exemption applies for public works projects that do not exceed:

- \$25,000 new construction, alteration, installation, demolition, or repair
- \$15,000 for maintenance

The City as applicable will be required to fill out a form alerting the DIR of the services you are providing the City. Detailed information is required to complete this form. You may be asked to provide information needed to complete the DIR form. You will be asked to complete this in a timely manner to avoid interruption in the services you are providing.

Are you currently registered with the DIR?

Yes_____ **No**_____ If yes, what is your registration number? _____
(please submit proof of your registration)

Bidder: _____ Federal I.D. No: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

**DEBARRED CERTIFICATION ACKNOWLEDGEMENT
EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT,
PROJECT BM21-046**

(a)(1) The Offeror/Bidder certifies, to the best of its knowledge and belief, that—

(i) The Offeror/Bidder and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this solicitation, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(ii) The Offeror/Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror/Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Offeror/Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's/Bidder's responsibility. Failure of the Offeror/Bidder to furnish a certification or provide such additional information as requested by the City may render the Offeror/Bidder nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

The Offeror/Bidder certifies that the foregoing is true and correct:

Offeror/Bidder: _____ Federal I.D. No: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____



SECTION E: SAMPLE CONTRACT SUBMITTAL DOCUMENTS

EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT

SAMPLE AGREEMENT ONLY. AGREEMENT WILL BE MODIFIED TO REFLECT THE ACTUAL ASSOCIATED STIPULATIONS INDICATED IN THE SPECIAL PROVISIONS AND OTHER APPLICABLE CONTRACT DOCUMENTS.

**CONSTRUCTION AGREEMENT
BY AND BETWEEN
THE CITY OF VICTORVILLE
AND
NAME OF CONTRACTOR
FOR
EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT
PROJECT, PROJECT NUMBER BM21-046**

THIS CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into by and between the City of Victorville, a California municipal corporation and charter city, hereinafter referred to as the "City", and **NAME OF CONTRACTOR**, a (type of business (corporation, general contractor, etc.) State Contractor's License No. _____, hereinafter referred to as the "Contractor". The City and the Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City requires **DESCRIBE SERVICES AND PROJECT #**(the "Project"); and

WHEREAS, on _____ the City issued an Invitation for Bids to contractors for the Project. In response, Contractor submitted a Bid Proposal which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid Proposal, the City desires to retain Contractor to perform the construction Work as set forth herein and in the Contract Documents for the Project.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth herein.

Section 2. SCOPE OF WORK; CONTRACTOR'S OBLIGATIONS

a. Scope of Work. City agrees to engage Contractor and Contractor agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the Work for the Project. The Work shall be performed in accordance with: (i) the Plans and Specifications dated _____ (and as generally described in the Invitation for Bids for the Project, portions of which are attached hereto for ease of reference as **Exhibit "A"**, and the entirety of which is currently on file in office of the City Engineer); (ii) the prices set forth in Contractor's Bid Proposal (attached as **Exhibit "B"**); and (iii) with the instructions of the City Engineer.

b. Contractor's Obligations. Contractor shall complete the Project and the Work as specifically set forth in the Contract Documents. Contractor shall furnish, at its own cost and expense, all labor, services, material, tools, equipment, supplies, transportation, and any other items and facilities necessary therefor, as provided in the Contract Documents.

Section 3. CONTRACT DOCUMENTS

a. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract Documents are intended to be correlative and constitute Contractor's performance obligations:

- (1) Permits in the following order: those issued by regulatory agencies having jurisdiction, those issued by the City.
- (2) Change Orders and other Modifications to this Agreement issued and signed after execution of this Agreement by the Parties.
- (3) This Construction Agreement, as signed by the Parties.
- (4) Addenda with later Addenda having priority over earlier Addenda issued as follows:
Addendum No. _____, issued _____, 20____, ____ pages
Addendum No. _____, issued _____, 20____, ____ pages
- (5) Notice Inviting Bids; Instructions to Bidders;
- (6) Special Provisions and Standard Specifications;
- (7) Bid Proposal Documents and Proposal Forms;
- (8) Contractor's Bid Proposal for the above-referenced Project (comprised of Submission Certification, Proposal Instructions, Explanation of Bid Items, Bid Proposal Forms, Contractor Qualification Statement, Proposer Identification, Customer References, Exceptions Form, Workers' Compensation Certificate, Signature Authorization, List of Subcontractors, Questionnaire, Bidder's Bond, Non-Collusion Declaration, SB 854 Certification, Debarred Certification Acknowledgement);
- (9) Plans (Contract Drawings);
- (10) All documents, maps, texts, and items referred to in the foregoing documents.

b. Interpretation. In the event of any conflict between any of the Contract Documents, the document highest in the order of precedence (from highest to lowest), as set forth in Subsection 3.a above shall control.

Section 4. CONTRACT PRICE

The Contractor agrees to receive and accept the following amount, not to exceed **SPELL OUT DOLLAR AMOUNT AND 00/100 DOLLARS (\$0.00)** (the "**Contract Price**"), as full compensation for furnishing; all materials, doing all the Work contemplated and embraced in this Agreement, all loss or damage arising out of the nature of the work aforesaid, the action of the elements, any unforeseen difficulties or obstructions which may arise or be encountered in the execution of the Work until its acceptance by the City, and for all risks of every description connected with the Work, all expenses incurred by or in consequence of the suspension or discontinuance of work well and faithfully completing the whole Work thereof, according to the requirements of the Contract Documents and to the satisfaction of the City Engineer, or his designee, as set forth in the Contract Documents.

Section 5. PAYMENT AND PAYMENT PROCEDURES

Payment to Contractor shall be made pursuant to **Exhibit "B"**, subject however to Section 7 of the Standard Specifications relating to Measurement and Payment, as amended by the Special Provisions. Payment procedures shall be as set forth in Section XVIII of the Instructions to Bidders.

Section 6. CONTRACT TIME; NOTICE TO PROCEED

a. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of FORTY WORKING DAYS, commencing within fifteen (15) calendar days after the Notice to Proceed date. The City will not issue a Notice to Proceed to the Contractor until this Agreement, including bonds and insurance documents, have been executed and/or approved by the City.

b. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence work pursuant to the Contract Documents as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the time limits set forth in the Contract Documents.

Section 7. TERMINATION OF AGREEMENT FOR CONVENIENCE

a. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.

b. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:

- (1) Immediately discontinue the Work to the extent specified in the notice.
- (2) Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
- (3) Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
- (4) Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

c. Upon such termination, the Contractor will be paid without duplication for:

- (1) Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
- (2) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
- (3) Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the

Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

d. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Construction Agreement and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

Section 8. PREVAILING WAGES

a. In accordance with the provisions of the California Labor Code (1720,1770-1776, 1810, 1813 and 1815), the State Director of Industrial Relations has determined the general prevailing rates of per diem wages in the locality where the Project is to be done. Copies of the updated Wage Determination rates are available from the City and the State of California via the internet at www.dir.ca.gov. Additionally, copies of the prevailing rate of per diem wages are on file at the City of Victorville Finance Division, and shall be made available for review to any interested party on request. Notwithstanding anything in the Contract Documents to the contrary, Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Agreement. Contractor shall be responsible for using the correct and current prevailing wage rates.

b. **AB219 (as applicable)** adds Section 1720.9 to the Labor Code, the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving state agency or any political subdivision of the state. Section 1720.9 defines the term “ready-mixed” concrete and specifies that the rate of pay shall be the current prevailing wage “for the geographical area in which the factory or batching plant is located” as determined by the DIR. The statute also requires a written agreement between the party hauling or delivering the ready-mixed concrete and the party that engaged its services.

c. The delivery company shall provide certified payroll records under Labor Code section 1776(a) to the party that engaged its services and to the general contractor within five working days after the employee has been paid, accompanied by a written time record within five working days after the employee has been paid, accompanied by a written time record. The time record must be certified by each driver for the performance of job duties.

d. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct State prevailing wage and compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at work site, employment of apprentices, and other requirements of California Labor Code Section 1720, et seq.; California Code of Regulations, Title 8, Section 16000 et seq.; and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its subcontractors.

NOTE: Confirmation of certified payroll submittal to the Department of Industrial Relations (DIR) is required with each invoice to the City. Payment of the invoice may be delayed when proof of certified payroll submittal is not included with the Contractor’s invoice.

Section 9. WORKERS' COMPENSATION INSURANCE

Contractor shall procure and maintain, at its own expense, during the Term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by Contractor is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

In conformance with current statutory requirements of Section 1860 et seq., of the Labor Code of the State of California, the undersigned confirms the following as their certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

Section 10. TERMINATION OF AGREEMENT FOR CONTRACTOR'S DEFAULT

a. Default. The City may terminate this Agreement for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Agreement if, prior to the City's acceptance of the Work, the Contractor:

- (1) becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work,
- (2) abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion,
- (3) disregards written instructions from the City or materially violates provisions of the Contract Documents,
- (4) fails to prosecute the Work according to the schedule approved by the Engineer,
- (5) disregards laws or regulations of any public body having jurisdiction, or
- (6) commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 24 of this Agreement.

b. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:

- (1) will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety; and
- (2) may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
- (3) may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Work site;

The provisions of this Section 10 shall be in addition to all other legal rights and remedies available to the City.

Section 11. COMPLIANCE WITH LAWS

Contractor shall comply with all local, state, and federal laws and regulations applicable to the performance of the work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses shall be held or obtained by the Contractor at its sole expense.

**Section 12. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY
INSURANCE**

Contractor shall procure and maintain at its own expense, during the term of this Agreement, commercial general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents and independent contractors.

Contractor shall further procure and maintain, at its own expense, during the Term of this Agreement, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) Combined Single Limit, covering any vehicle(s) utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

Section 13. COURSE OF CONSTRUCTION/INLAND MARINE INSURANCE

Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person whom it performing any work under this agreement shall purchase, and maintain insurance to the full contract and insurable value thereof commonly referred to as a Course of Construction, Builders' Risk, or an Inland Marine policy that offers "Installation" coverage for all materials, supplies, equipment, and property obtained by, or for Contractor, which is to become part of the work while such equipment and property is stored at the jobsite, at temporary locations, or while in transit to the project from such temporary locations. **Contractor, and or any of its Subcontractors, suppliers, vendors, employees, or person whom is performing any work under this agreement shall** also be responsible for insuring their owned, leased/rented or borrowed equipment. Insurance should also include a Loss Payee, and a Waiver of Subrogation Endorsement(s) in favor of the City of Victorville.

Section 14. ADDITIONAL INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City and its officers, employees,

servants, volunteers, and agents and independent contractors, including, without limitation, the City Attorney, are named as Additional Insureds.

Section 15. WAIVER OF SUBROGATION RIGHTS

Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, volunteers, employees, contractors, and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

Section 16. PROOF OF INSURANCE COVERAGE; REQUIRED PRIOR TO COMMENCEMENT OF SERVICES

a. Contractor shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the City Clerk certificates of said insurance at least one (1) day prior to the commencement of any services to be performed under this Agreement.

b. The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of non-payment, ten (10) days' advance written notice shall be given.

c. The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

d. The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the Term of this Agreement.

e. The Commercial General Liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Contract, Contractor's service coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Contractor's insurance and shall not contribute to it.

Section 17. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 18. INDEMNIFICATION

Notwithstanding the limits of any insurance, Contractor shall indemnify the City, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City its officials, officers, agents, volunteers or employees, and in connection therewith:

a. Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b. Contractor will promptly pay any judgment rendered against the City, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officials, volunteers, officers, agents, and employees harmless there from;

c. In the event the City, its officials, officers, agents, volunteers or employees is made a Party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;

d. Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time;

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all Subcontractors.

Section 19. REPORTS

Upon request by **DIRECTOR NAME AND TITLE**, or his designee, Contractor shall prepare and submit reports concerning Contractor's performance of the work required by this Agreement.

Section 20. RECORDS

a. Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **DIRECTOR NAME AND TITLE**, or his designee, to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c. **DIRECTOR NAME AND TITLE**, or his designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to **DIRECTOR NAME AND TITLE**, or his designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 21. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both Parties.

Section 27. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the City, when such inaccuracies are due to the negligence of Contractor.

Section 28. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 29. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

Section 30. GENDER; PLURAL

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine, and neuter genders and the singular and the plural shall include one another.

Section 31. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 32. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 33. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

Section 34. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 35. ATTORNEY'S FEES

Should any litigation, specifically including but not limited to, arbitration and other non-judicial resolution of disputes be commenced between the Parties to this agreement concerning this agreement or the rights and duties of either in relation thereto, the Parties prevailing in such litigation or other proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney

fees in such litigation where the proceeding which, if not agreed upon by the Parties, shall be determined by the court or other entity in which such litigation or other proceeding is brought.

Section 36. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager, and executed by the authorized City personnel or Mayor.

**Section 37. REPRESENTATIONS OF PARTIES AND PERSONS
EXECUTING AGREEMENT**

a. Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

Section 38. COUNTERPARTS

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

(END OF THIS PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

THE CITY OF VICTORVILLE

CONTRACTOR

By: _____

By: _____

NAME AND TITLE

NAME AND TITLE

Dated: _____

Dated: _____

ATTEST

By: _____

**Charlene Robinson,
City Clerk**

Dated: _____

THE CITY OF VICTORVILLE

APPROVED AS TO STANDARD FORM

By: _____

By: _____

**Chuck Buquet,
Risk Manager**

**Andre de Bortnowsky,
City Attorney**

Dated: _____

Dated: _____

EXHIBIT A

SCOPE OF WORK

iii) See Attachment
REVISE AS APPLICABLE

EXHIBIT B

CONTRACTOR'S BID PROPOSAL

**iv) See Attachment
REVISE AS APPLICABLE**

**FAITHFUL PERFORMANCE BOND
EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT,
PROJECT BM21-046**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, hereinafter referred to as "Contractor," as principal, and _____, as Surety, are held and firmly bond unto the CITY OF VICTORVILLE, in the sum of _____ Dollars, (\$_____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents. The conditions of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said CITY OF VICTORVILLE for completion of "**EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT, PROJECT BM21-046**" as specifically set forth in documents entitled of "**EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT, PROJECT BM21-046**" and is required under the terms of the Contract to give this Bond in connection with the execution of said Contract;

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all of the covenants and obligations of said Contract on his part to be done and performed at the times and in the manner specified herein, then his obligation shall be null and void, otherwise, it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety there under, nor shall any extensions of time that be granted under the provision of said Contract release either the Contractor or the Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, _____.

(SEAL)

Contractor

SURETY

By: _____

By: _____

Title: _____

NOTE: Signature of the party executing for the Surety must be properly acknowledged.

PAYMENT BOND

**EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT,
PROJECT BM21-046**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, hereinafter referred to as "Contractor," as principal, and _____, as Surety, are held and firmly bound unto the CITY OF VICTORVILLE, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly be made, we bind ourselves, jointly and severally, firmly by these presents. The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said CITY OF VICTORVILLE for completion of "**EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT, PROJECT BM21-046**" as specifically set forth in documents entitled "**EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT, PROJECT BM21-046**" and is required under the terms of the Contract to give this Bond in connection with the execution of said Contract;

NOW, THEREFORE, if the said Contractor or any of his subcontractors fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such person for or about the performance of the aforementioned contract, said Surety will pay the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon the Bond, a reasonable attorney's fee to be fixed by the Court. This Bond shall insure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to such persons or their assignees in any suit brought upon this Bond. This Bond shall be subject to and include all of the provisions of Title 15 of Part 4 of Division 3 of the Civil Code of the State of California relating to Payment Bond for Public Works, including but not confined to, Civic Code Section 3225-3228, inclusive, and Section 3247-3252, inclusive.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety there under, nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the Surety, and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____.

(SEAL)

CONTRACTOR

SURETY

By: _____

By: _____

Title: _____

GUARANTY

**EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT,
PROJECT BM21-046**

TO THE CITY OF VICTORVILLE, CALIFORNIA

The undersigned guarantees the completion of "**EL RIO AND CALVARY ROAD REPAIR AND VAULT LID REPLACEMENT PROJECT, PROJECT BM21-046**". Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished, or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications and/or manufacturers specifications, due to any of the above causes, all within twelve (12) months after date on which this Contact is accepted by the City, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the City, to replace any such materials and to repair said work completely without cost to the City so that said work will function successfully as originally contemplated.

The City shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned.

In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within the time limit designated by the City. If the undersigned shall fail or refuse to comply with their obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

SIGNED: _____

CONTRACTOR

By: _____ Title: _____

Dated this _____ day of _____, _____.

NOTE: This Guaranty shall be executed by the successful bidder in accordance with instructions in the Special Provisions. The bidder may execute the Guaranty on this page at the time of submitting the bid.

SUBCONTRACTING REQUEST

CONTRACTOR NAME				PROJECT NUMBER				
BUSINESS ADDRESS				CONTRACT NUMBER				
CITY AND STATE			ZIP CODE		FEDERAL-AID PROJECT NUMBER			
A. SUBCONTRACTOR (Name, Business Address, Phone)	B. BID ITEM NUMBER (S)	C. PERCENTAGE OF BID ITEM SUBCONTRACTED	D. SUB LISTED AT BID TIME		E. CERTIFIED DBE		F. DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	G. DOLLAR AMOUNT BASED ON THE BID AMOUNT
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>		

I certify that:

- The Standard Provisions for labor set forth in the contract apply to the subcontracted work.
- If applicable, Form FHWA- 1273 of the Special Provisions has been inserted in the subcontracts and should be incorporated in any lower-tier subcontract. Written contracts have been executed for the above noted subcontracted work.

Contractor Signature	Date
----------------------	------

This section is to be completed by the engineer.

1. Total of bid items	\$	
2. Contractor must perform with own forces (line 1 X contract req. %)	\$	
3. Bid items previously subcontracted (taken from previously approved 16-B)	\$	
4. Bid items subcontracted (this request)	\$	
5. Total bid items subcontracted (line 3 plus 4)	\$	
6. Balance of work contractor to perform (line 1 minus 5)	\$	

Approved	
ENGINEER'S SIGNATURE	DATE

Copy Distribution : Original-Engineer Copy- Contractor

CONSTRUCTION/DEMOLITION WASTE RECYCLING PLAN (C/DWRP)

Project Title/Name:
Project Address/Location:
Project Start Date—Approximate:
Company/Contractor:
Project Manager:
Phone Number:
Cell Phone #

1. Fill in the table below, indicating whether materials will be diverted (salvage or recycled) or landfilled. Also indicate location where materials will be taken.

MATERIAL TYPE	To Be Salvaged or Reused	To Be Recycled	To Be Disposed/Landfilled	Facility or Recycler (list name and location)
Scrap Metal				
Asphalt				
Concrete				
Brick/Block				
Drywall				
Greenwaste (brush, tree limbs)				
Clean wood/ lumber				
Fixtures (doors, windows, other building materials)				
Other				

2. Describe how materials will be sorted for recycling, reuse, or salvage at the job site.

SUMMARY WASTE DISPOSAL AND DIVERSION REPORT (SWDDR)

Project Name/Title:
Project Address/Location:
Project Beginning and Completion Dates:
Company/Contractor:
Project Manager:
Phone Number:
Cell Phone #

Directions: Fill in the tables below, listing the number of tons reused/salvaged or recycled. Also fill in the number of tons of mixed waste disposed in landfill. Attach copies of dump slips.

Table 1: Materials Diverted

MATERIAL TYPE	Tons Salvaged or Reused	Tons Recycled	Facility or Recycler Used (list name and location)
Scrap Metal			
Asphalt			
Concrete			
Brick/Block			
Drywall			
Greenwaste (brush, tree limbs)			
Clean wood/lumber			
Fixtures (doors, windows, other building materials)			
Other			
Other			
Total Tons			NA

See next page for additional table.

Table 2: Materials landfilled

Material	Tons Disposed	Landfill Site (List name and location)
Mixed waste		
Other		
Total		N/A

Attach weight slips showing disposal and diversion.

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. **If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade.** You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature

Date

Typed Name

Title

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**

Explanation to box 1 - 3 on form DAS 140

- Box 1 is for contractors who are already approved to train by an apprenticeship program (signatory/member).
- Box 2 indicates that a contractor is willing to comply with a program's Standards for the current project only. This generally means that the fringe benefits and the training funds will be paid to that Committee's Trust Fund. It also allows a contractor to take advantage of a more generous maximum ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5 journeyman hours.
- Box 3 means that a contractor will be governed by the regulations of the California Apprenticeship Council. Generally this means that the minimum and maximum ratio for apprentices is the same – 1 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also means the Training Fund Contribution is usually paid to the California Apprenticeship Council.



REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

Date: _____	Contractor Requesting Dispatch:
To Applicable Apprenticeship Committee:	Name: _____
Name: _____	Address: _____
Address: _____	_____
_____	License No. _____
Tel. No. _____ Fax No. _____	Tel. No. _____ Fax No. _____

Project Information:

Contract No. _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ **Craft or Trade:** _____

Date Apprentice(s) to Report: _____ **(72 hrs. notice required)** **Time to Report:** _____

Name of Person to Report to: _____

Address to Report to: _____

*You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit <https://www.dir.ca.gov/das/PublicWorksForms.htm>*

DAS 142 (Revised 12/11)

eCPR Online Submission

Your payroll submission request has been processed.

Please review the results of your submission. Should you have any questions please contact the eCPR unit at eCPR@dir.ca.gov.

Statement of non-performance created...

Contractor Name:

Contractor Address:

Awarding Body:

Project ID:

Contract With: CITY OF VICTORVILLE

Week Ending Date:

Payroll Number:

Amendment Number: 0

employee payroll record(s) processed

Your Transaction ID is: .

[Print this Page](#)



[View your submission](#)

[Submit another set of payroll records](#)