

CITY OF VICTORVILLE



BID PACKAGE

FOR

OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1

**PROJECT 60134
CC23-051**

BID OPENING DATE AND TIME:

NOVEMBER 10, 2022

AT

2:30 P.M. PST

NOTICE INVITING BIDS

- I. **Project Title and Summary:** **OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, Project CC23-051** (the “Project”). The Project includes the following scope of Work: Construction of PCC sidewalks, drive approaches and ADA accessible curb ramps. The Work will further include associated temporary traffic control, demolition, earthwork, subgrade preparation, asphalt concrete pavement repair and BMPs.
- II. **Bid Submission:** The City of Victorville (“City”) will accept sealed bids for the above-referenced Project at its City Hall main entrance located at, 14343 Civic Drive, Victorville, Ca 92392, until **2:30 p.m. PST on THURSDAY, NOVEMBER 10, 2022**, at which time the bids will be publicly opened and read aloud the City Clerk at a virtual meeting to be livestreamed immediately after the specified closing time. Bidders may join remotely by clicking on Join Zoom Meeting <https://victorvilleca.gov.zoom.us/j/84993096605>, Meeting ID: 849 9309 6605 and Passcode: VV123
- III. **Contract Documents:** Contract Documents pertaining to this Project solicitation are available at the City’s website at <https://www.victorvilleca.gov/government/city-departments/administrative-services/finance/purchasing/bids> and at www.ebidboard.com. Only those who download Contract Documents from ebidboard will be included in a plan holders list and may receive notices.
- IV. **Non-Mandatory Pre-Bid Meeting:** All prospective bidders are invited and strongly encouraged to attend a non-mandatory pre-bid meeting on **WEDNESDAY, OCTOBER 26, 2022, at 10:00 a.m. PST at 14343 Civic Drive, Conference Room A, Victorville, CA 92392**, or online, livestreamed via Zoom Join Zoom Meeting <https://victorvilleca-gov.zoom.us/j/82645912679>, Meeting ID: 826 4591 2679 and Passcode: VV123. Prospective bidders are encouraged to ask questions, address problems, and other issues regarding this project during this meeting. All questions, other than those asked at the pre-bid meeting and not specifically addressed within the Contract Documents, must be submitted in writing to cmcalderon@victorvilleca.gov. Questions will not be accepted after **12 p.m. on THURSDAY, NOVEMBER 3, 2022**. Prospective Bidders may visit the Project Site without making arrangements through the City. In no event shall failure to inspect the site constitute grounds for a claim after contract award.
- V. **Bid Guaranty and Bonds:** Each Bid Proposal shall be accompanied by: (a) cash; (b) a certified or cashier’s check; or (c) a bidder’s bond made payable to City of Victorville in an amount equal to ten percent (10%) of the Total Base Bid as bid security. Said Bid Guaranty shall be enclosed in the same envelope as the Bid Proposal and no bid shall be considered unless such Bid Guaranty is enclosed therewith. The successful Bidder will be also required to furnish performance and payment bonds, each in an amount equal to one hundred percent (100%) of the Total Base Bid.
- VI. **California State Prevailing Wage:** Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in San Bernardino County from the Director of the California Department of Industrial Relations (“DIR”) for each craft, classification, or type of worker needed to perform the work required under a contract awarded for this Project. A copy of these prevailing wage rates is available at the City’s Finance Department/Purchasing Division, 2nd Floor, City Hall, 14343 Civic Drive, Victorville, CA 92393 and shall be made available to interested parties upon request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: <http://www.dir.ca.gov/DLSR/PWD>. It shall be mandatory upon the Bidder to whom the contract is awarded, and upon any subcontractors, to comply with all provisions set forth in Chapter 1, Part 7, Division 2 of the Labor Code, commencing with Section 1720, which include but are not limited to, the payment of not less than the said specified State prevailing wage rates to all workers employed by them in the execution of the contract, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

- VII. **DIR Registration; Compliance Monitoring:** Pursuant to Labor Code Section 1771.1, the City may not accept a Bid Proposal from or enter into a Contract with any Bidder, without proof that Bidder and its prospective subcontractors are registered with the DIR to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions. This Project is subject to compliance monitoring and enforcement by the DIR and the submission of electronic certified payroll records to the California Labor Commissioner in the manner set forth in Labor Code Section 1771.4.
- VIII. **Contractor's License:** Bidders must be licensed in accordance with the "Contractor's License Law," Chapter 9 of Division 3 of the California Business and Professions Code. At the time of submitting the bid, Bidders must possess a valid Class A California Contractor's License
- IX. **Substitution of Securities:** Pursuant to 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.
- X. **Award:** Any contract for the Project will be awarded to the lowest responsive, responsible Bidder as determined by the City using the amount of the Total Base Bid for bid comparison purposes. Such award, if made, shall be made within ninety (90) calendar days after opening of the bids. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.
- XI. **Instructions to Bidders:** All Bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal.
- XII. **Engineer's Estimate:** The Design Engineer has calculated an estimate of probable construction costs for this project. The City does not wish to publicize the engineer's estimate of the project cost since this information may tend to influence the number and nature of bids received. However, for the bidder's convenience, the City will publicize that the engineer's estimate for the base bid falls within a range of **\$815,000.00 TO \$865,000.00**

Signed, Jennifer Thompson, City Clerk

Date

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Instructions to Bidders

OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1 PROJECT 60134

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INSTRUCTIONS TO BIDDERS

Each Bid Proposal submitted to the City for the Project must be prepared in accordance with the following Instruction to Bidders and all other applicable provisions of the Contract Documents. Capitalized terms and abbreviations not defined in these instructions, the Notice Inviting Bids and elsewhere in the Contract Documents shall have the meanings ascribed to them in Sections 1-2 and 1-3 of the Standard Specifications for Public Works Construction (SSPWC), 2021 edition (the “Greenbook”) as modified by the Special Provisions, unless the context clearly indicates otherwise.

1. PROJECT SUMMARY

The City seeks submittals of bid proposals for the OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1. The scope of Work will include the construction of PCC sidewalks, drive approaches and ADA accessible curb ramps. The Work will further include associated temporary traffic control, demolition, earthwork, subgrade preparation, asphalt concrete pavement repair & BMPs.

2. CONTRACT DOCUMENTS

Bidders may download the Contract Documents associated with this Project from www.ebidboard.com. Those registered with ebidboard that download Contract Documents will be included in a plan holders list and may receive notices such as delta revisions to the plans or addenda.

Bidders may also download the Contract Documents for free at the City’s website as follows: <https://www.victorvilleca.gov/government/city-departments/administrative-services/finance/purchasing/bids>. No registration is required, but Bidders who use the City website to download Contract Documents will not be included in a list of plan holders to receive notices concerning the Project.

3. ADDENDA TO THE CONTRACT DOCUMENTS

The City Engineer may issue Addenda to the Contract Documents during the period of advertisement for any reason. Addenda may be issued to answer pre-bid questions and/or to clarify or make any corrections in this solicitation. Bidders are encouraged to check ebidboard or the City website for released addenda frequently. Bidders not registered on ebidboard will not receive notifications of released addenda.

4. PRE-BID QUESTIONS

Prospective Bidders desiring an explanation or interpretation of this solicitation, plans, specifications, etc., must request it in writing from the Purchasing Section **by no later than 12:00 p.m. PST on THURSDAY, NOVEMBER 3, 2022** 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.

5. BIDDER’S POINT OF CONTACT

All inquiries during the bid advertisement and other communications preceding any award of a construction Contract shall be directed to the Purchasing Section’s representative:

Celeste Calderon
Finance Specialist
760 955-5085
cmcalderon@victorvilleca.gov

6. NON-MANDATORY PRE-BID MEETING

All prospective bidders are invited and **strongly encouraged** to attend a non-mandatory pre-bid in person meeting on **WEDNESDAY, OCTOBER 26, 2022, at 10:00 A.M. PST** at **14343 Civic Drive, Conference Room A, Victorville, CA 92392**, or remotely by clicking on or online, livestreamed via Zoom Join Zoom Meeting <https://victorvilleca.gov.zoom.us/j/82645912679>, Meeting ID: 826 4591 2679 and Passcode: VV123. Prospective bidders are encouraged to ask questions, address. Questions may be submitted prior to the meeting, addressed during the Zoom conference meeting, or per **Section 4. Pre-Bid Questions** above.

7. BIDDER QUALIFICATIONS

Bidders shall be thoroughly competent and capable of satisfactorily performing the Work, and shall furnish statements of previous experience on similar projects/work on the forms provided in Section D.

8. CONTRACTOR'S LICENSE

All Bidders shall be licensed as a contractor at the time of submitting a Bid Proposal in accordance with the provisions of Chapter 9, Division 3, of the California Business and Professions Code. The successful Bidder must hold a valid **CLASS A** California Contractor's License. Any Bid submitted which does not comply with the provisions of this Section will be considered nonresponsive and be rejected.

9. CONTRACTOR REGISTRATION PROGRAM

This Project is subject to compliance monitoring and enforcement by the DIR. No contractor or subcontractor may be listed on a Bid Proposal for a Public Works project unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. If contractor or subcontractor believes that such an exception in 1771.1(a) applies, it must provide the applicable exception(s) in its Bid Proposal. Even those contractors or subcontractors who qualify for an exception under 1771.1(a) must be registered with DIR at the time of award. For more information, please go to www.dir.gov under Labor Law Public Works.

10. EXAMINATION OF THE PROJECT SITE AND CONTRACT DOCUMENTS

Prior to submitting a Bid, Bidder shall visit the Project Site and analyze the contents of the solicitation and Contract Documents in their entirety to satisfy itself that it has the abilities and resources to complete the Work. Prospective Bidders may visit the Project Site without making arrangements through the City. Prospective bidders are encouraged to address questions, problems, and other issues regarding this Project. The Bidder agrees that if it is awarded the Contract, no claim will be made against the City based on ignorance or misunderstanding of the provisions of the Contract Documents, the nature and amount of the Work, and/or the physical or climatic conditions of the Project Site.

11. SUBMITTAL OF THE BID

Bids shall be submitted in a SEALED ENVELOPE clearly marked "ATTENTION: FINANCE DEPARTMENT/PURCHASING SECTION: BID FOR OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, CC23-051" and shall be accepted at Victorville City Hall's main entrance, 14343 Civic Drive, Victorville, CA 92392, until **THURSDAY NOVEMBER 10, 2022, AT 2:30 pm PST**.

Each Bid Proposal must be signed, sealed, and submitted to the City by or before the date and time set forth herein, or as such deadline may be extended, or as amended by subsequent addenda.

Faxed or emailed Bid will not be accepted. The City reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from City. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead. Bids received after the Bid due date and time will be returned unopened.

12. BID PROPOSAL FORMS

The Bid Proposal forms are included in Section D of this bid package and must be completed in the manner specified therein and signed in blue or black ink before they are sealed and submitted. Bids are required for the entire Work. The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item in the Bid Schedule included in Section D, are to be included in the cost of the related line item(s) and no additional compensation shall be due to Contractor for the performance of the Work. The amount of the bid for comparison purposes will be the sum of all the subtotals of each of the Bid Schedules in Section D (the "Total Base Bid"). The Bid Proposal Documents must be fully completed without interlineations, alterations, or erasures. Alteration of the proposal forms is prohibited. Any necessary corrections must be clear and legible and must be initialed by the Bidder or its authorized representative. Additional instructions accompany Bid Proposal forms in Section D. Failure to properly complete the Bid Proposal forms may result in rejection of the Bid as nonresponsive.

13. BID GUARANTY

All Bid Proposals shall be accompanied by a bid guaranty in an amount equal to ten percent (10%) of the Total Base Bid in the form of a cashier's check, a certified check, or a corporate surety (bidder's bond), as a guarantee that the successful Bidder will execute a construction contract as required under Section 20 of these instructions. Said bid guaranty shall accompany and be enclosed in the same envelope with the Bid Proposal. If a bidder's bond is used to provide the Bid Guaranty, said bond, shall be written on the form included in the Contract Documents and provided by a California admitted surety insurer as defined in Code of Civil Procedure Section 995.120, with an AM Best Rating of A; VII or higher.

14. RETURN OF BID GUARANTY

The Bid Guaranties accompanying the Bid Proposals of the first, second and third lowest responsive and responsible bidders will be retained by the City until a Contract has been fully executed or all bids have been rejected. Thereafter, those Bid Guaranties, except bidder's bonds and any guaranties which have been forfeited, will be returned to the respective bidders whose bids they accompanied. The Bid Guaranties submitted by all other unsuccessful bidders will be returned upon the City's determination of the first, second, and third lowest responsive and responsible bidders.

15. WITHDRAWAL OF BIDS

Any Bid may be withdrawn by the Bidder at any time prior to the bid opening date and time specified in the Notice of Inviting Bids, as such may be extended by City-issued addenda. Any written request for a Bid withdrawal shall be submitted to the Bidder's Point of Contact specified Section 5 of these Instructions. The request shall be executed by the Bidder or Bidder's duly authorized representative and labeled "Subject: Village Drive & Tawney Ridge Lane Traffic Signal, Project CC23-020, Request to Withdraw Bid – Please Acknowledge Receipt". A Bid withdrawal does not prejudice the right of the Bidder to resubmit a Bid prior to the bid opening date and time.

16. RELIEF OF BIDDERS

Pursuant to the provisions of Public Contract Code Sections 5100 to 5110, a Bidder may be relieved of its Bid by the City for mistake. If the Bidder claims a mistake was made in the bid presented, the Bidder shall give the City written notice within five (5) Business Days after the date of opening of the Bids of the alleged mistake, which notice specifies in detail how the mistake occurred. Should the City determine that a Bidder mistake occurred, the Bidder shall be relieved from its bid and shall not forfeit its bid security. Pursuant to Section 5105 of the Public Contract Code, a Bidder who claims a mistake shall be prohibited from participating in further bidding on the Project for which the mistake was claimed.

17. BID OPENING

Sealed Bids will be publicly opened by the City Clerk and read aloud during a virtual meeting which will be Livestreamed via Zoom livestreamed immediately after the specified closing time. Bidders may join remotely by clicking on Join Zoom Meeting <https://victorvilleca-qov.zoom.us/j/84993096605>, Meeting ID:

849 9309 6605 and Passcode: VV123

18. BID ANALYSIS AND DETERMINATION OF RESPONSIVENESS

After the Bids have been opened, the Bid Proposal Documents will be evaluated for responsiveness to the requirements of the Contract Documents. A copy of any documents relating to this solicitation can be obtained by the submission of a Public Records Request at: <https://www.victorvilleca.gov/government/city-departments/city-clerk/records>

19. AWARD OF CONSTRUCTION CONTRACT

The City reserves the right to reject any and all bids and waive any irregularities or informalities in any bid or in the bidding. The Contract award, if any, will be made to the lowest 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 the City's opening of the bids. The Contractor's signature on the Bid Proposal form constitutes the Bidder's commitment to perform all of the Work necessary to complete the Project upon the terms and conditions set forth in the Contract Documents for the prices set forth in the Bid Proposal, which Bid Proposal shall not be modified, withdrawn, or cancelled by the Bidder for a period of ninety (90) calendar days after the date the City opens the bids. The Bidder to whom the Contract is awarded shall be notified upon approval of the Contract by the City Council through a Notice of Award sent by the City's Purchasing Section.

20. EXECUTION OF CONSTRUCTION CONTRACT

A construction Contract shall be signed by the successful Bidder and returned, together with the contract bonds (Faithful Performance and Payment Bond), proof of required insurance coverage and endorsements, and a copy of the Bidder's City of Victorville Business License within ten (10) Business Days after the Bidder has received the Contract for execution.

21. FAILURE TO EXECUTE CONTRACT

Following award, the failure of the lowest responsive and responsible Bidder, the second lowest responsive and responsible Bidder, or the third lowest responsive and responsible Bidder to timely execute the Contract, and provide the items set forth in Section 20 of these Instructions to Bidders, shall result in the forfeiture of such Bidder's Bid 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, proof of insurance coverage and endorsements, and a City business license within the time hereinbefore prescribed.

22. 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 California Government Code.

23. INSURANCE

The successful Bidder must provide to the City the insurance policies and endorsements as set forth in Section 5-4 of the Special Provisions and Section 13 of the construction Contract.

24. ANTITRUST CLAIMS

As required by Government Code Section 4552, in submitting a Bid to the City, Bidder offers and agrees that, if the Bid is accepted, it will assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C., Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Bidder for the sale to City pursuant to the Bid. Such assignment shall be made and become effective at the time City tenders final payment to Bidder.

25. DISPUTE RESOLUTION

Except for such claims as defined in and covered by California Public Contract Code section 9204 (the full text of which is set forth in Section 2-10 of the Special Provisions) any dispute arising out of or relating to the provisions of any construction Contract awarded for this Project, or the breach thereof shall be settled in the manner set forth in Section 6.b of the Contract.

26. TIME OF COMPLETION / CONTRACT TIME

50 Working Days. See Section 6-3.1 of the Special Provisions for full details.

27. PREVAILING WAGE AND OTHER STATE LABOR LAWS

Payment of State prevailing wages and related California Labor Code laws must be complied with for all Work performed on this Project. See Section 5-3 of the Special Provisions and Section 9 of the Construction Contract.



SECTION A: SSPWC SPECIAL PROVISIONS

OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1 PROJECT 60134

The following Special Provisions supplement the Standard Specifications for Public Works Construction, 2021 Edition.



Brian Gengler

BRIAN GENGLER, P.E.
CITY ENGINEER

SPECIAL PROVISIONS

INTRODUCTION

The City of Victorville uses the Standard Specifications for Public Works Construction (SSPWC), 2021 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 address *Parts 1 through 8*, 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 TERMS AND DEFINITIONS WITH THE FOLLOWING:

Agency – The City of Victorville.

Bid Proposal – The offer or proposal of the Bidder submitted on the prescribed form setting for the prices for the Work.

Board – The City Council of the City of Victorville.

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 countersigned by the Contractor and returned to the Engineer.

Contract Price – The total compensation to be paid to Contractor for performance of the Work, as set forth in the written agreement between the Agency and Contractor and as may be amended by Change Order.

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 2022-2023:

- 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) Juneteenth (June 19th)
- vii) Independence Day (July 4)
- viii) Labor Day (first Monday in September)
- ix) Veterans’ Day (November 11)
- x) Thanksgiving Day (fourth Thursday in November)
- xi) Christmas Eve (December 24)
- xii) Christmas Day (December 25)

➤ ADD THE FOLLOWING DEFINITIONS ALPHABETICALLY:

Acceptance, Final – The Engineer’s written confirmation in accordance with 3-13.2 Acceptance.

Authorized Work Change Order – A written change order to the Contractor signed by the Agency directing an addition, or revision of Work, or an adjustment in the Contract Unit Price issued after the effective date of the Contract permitting the Contractor to bill to a pre-determined amount included in the Bid Proposal Form under an Authorized Work line item as directed by the Engineer.

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.

Bid Proposal Form – All documents included in Section D of the bid package for this Project which are required to be completed and submitted by each Bidder.

Business Day – Means any day except Saturday, Sunday, and the City designated holidays set forth in these Special Provisions.

City, or Owner – The City of Victorville and or Victorville Water District, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

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

Contract Time – The number of days specified in the Contract Documents for the completion and acceptance of the Work in accordance with *3-13 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 5% Retention.

Including – Whether or not capitalized, means “including, but not limited to,” unless the context clearly requires otherwise.

Laws – All applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work.

Material Change – The addition, deletion or substitution of one or more components to be furnished that impacts the Contract Unit Price for the Work.

Owner Operator – An individual, firm, business, or corporation that own and/or lease and operate equipment under their own authority at a unit cost, fixed cost or any other method of establishing compensation accompanied by an agreement in the form of a written statement, invoice, or contract for the performance of any portion of the Work and/or Extra Work.

Project Site – Area(s) where the Work is performed pursuant to the Contract.

Resident Engineer – A qualified engineer who is empowered by the City to administer the construction contract. Pursuant to California professional engineering licensing requirements, the resident engineer may be unlicensed provided their work is performed under the review of a licensed engineer.

Rental – Equipment or tools the prime or any sub tier contractor obtains from a rental company operated by employees of the prime or any sub tier contractor. Excluded is equipment accompanied by an operator, temporarily procured to perform Contract Work or Extra Work from an owner operator or leasing agency of any equipment utilized at the request of the prime or any sub tier contractor.

Retention – The amount, 5%, withheld from each payment to the Contractor in accordance with *7-3.2 Partial and Final Payment*.

Subcontractor – An individual, owner operator, firm, or corporation having a direct contract and/or agreement with the Contractor or with any other Subcontractor for the performance of a part of the Work.

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
DWG	Drawing
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
STD	Standard
§	Greenbook Standard Specification/Special Provisions for Public Works Construction

1-6 BIDDING AND SUBMISSION OF THE BID.

1-6.2 Subcontractor Listing.

➤ ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

The Prime Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the subcontract involved for any violation discovered by the City.

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General.

➤ ADD THE FOLLOWING:

No Contractor or Subcontractor may be listed on a Bid Proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for Bid purposes only under Labor Code section 1771.1(a)).

No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Upon determination of the lowest responsive and responsible Bidder, the Agency will recommend to the City Council award of the Contract to that Bidder. Upon award of the Contract by the City Council, the City will issue a Notice of Award to the Contractor.

Various documents and instructions for their completion will be sent to the Contractor prior to issuance of the Notice of Award. The Contractor shall submit the completed documents to the City within the time specified in the Instructions To Bidders.

1-7.2 Contract Bonds.

➤ REPLACE THE FIRST TWO SENTENCES 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. The "Payment Bond" (material and labor bond) shall be in an amount equal to one hundred percent (100%) of the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work.

➤ 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 Bid Proposal.

2-2 PERMITS.

➤ ADD THE FOLLOWING:

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.

➤ 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 may provide the Contractor with encroachment permits for Work to be performed within the respective right-of-way of the California Department of Transportation, or County of San Bernardino.

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 Reports. The Contractor shall be responsible for reviewing the Environmental Reports 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 Environmental Permits. The Contractor shall be responsible for reviewing each environmental permit obtained for this project. The Contractor shall comply with the requirements of each document that may include but not be limited to training, work site maintenance, storm water pollution control measures and construction activity prohibitions/limitations during the construction phase.

2-2.5 Environmental Commitment Record. The Contractor shall be responsible for reviewing the Environmental Commitment Record for the project that summarizes the requirements of each environmental permit obtained.

2-2.6 Payment. All fees incurred for obtaining the necessary encroachment permits with Public Agencies by the Contractor shall be paid by the City of Victorville. The Contractor shall remit invoices to the City including a separate payment request for reimbursement of fees paid.

2-3 RIGHT OF WAY.

➤ REPLACE SUBSECTION 2-3 WITH THE FOLLOWING:

The Contractor shall perform all work within the public right-of-way or easements shown on the Plans. If for any reason, the Contractor elects to encroach upon other lands outside of the public rights of way or easements shown on the Plans, it shall first obtain written permission from the owner and provide evidence of such permission to the Engineer before entering. 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 not allow its employees to use private property for any reason. The Contractor shall not use water or electricity from private property without written permission from the owner or owner's representative.

In performing any work or doing any activity on lands outside of public rights of way, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations. 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, whether done in compliance with this subsection and with permission from the owner or in violation of this subsection without permission from the owner.

2-4 COOPERATION AND COLLATERAL WORK.

➤ ADD THE FOLLOWING:

When the Plans indicate that a portion or all of the above Work is to be performed by others, the Contractor shall notify the Engineer within a sufficient amount of time in advance of construction to enable the Engineer to give the affected agency seventy-two (72) hours' notice to perform the work. This shall also apply to all other facilities of a similar nature which are located in public streets over which another agency has jurisdiction or control, and which must be relocated, reconstructed, or modified to permit or facilitate the construction of the Project. Such relocation, reconstruction, or modification will be requested when, in the opinion of the Engineer, such work is necessary for construction of the Project. This work will be performed at no cost to the Contractor. However, relocation, reconstruction, or modification of the above-mentioned facilities performed for the convenience of the Contractor, or because of damage caused by the Contractor's operations, shall be at the Contractor's expense.

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 shall be responsible for providing all water needs for the project and all costs associated with obtaining construction water as an incidental cost to Contract Unit Price(s).

2-7 CHANGES INITIATED BY THE AGENCY.

2-7.1 General.

➤ REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:

The Agency may change the plans, Specifications, material, or quantity of work provided the total arithmetic dollar value of all such changes, both additive and deductive does not exceed 25 percent of

the Contract Price. Should it become necessary to exceed this limitation, the change shall be by a written Contract Change Order between the Contractor and Agency.

2-8 EXTRA WORK.

➤ ADD THE FOLLOWING:

Extra Work performed beyond established lines and grades in the Plans without an approved Change Order or 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 acknowledged by the Engineer, the Contractor shall assume appropriate responsibility for such performance and shall assume responsibility for the full cost of correction.

2-10 DISPUTED WORK.

➤ ADD THE FOLLOWING:

Except for such claims as defined in and covered by California Public Contract Code section 9204 (the full text of which is set forth below) 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.

California Public Contract Code Section 9204.

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

- (3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) “Public entity” shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return

receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

➤ ADD THE FOLLOWING NEW SUBSECTION:

2-11 WORK-CHARACTER CHANGES.

The Contractor may submit a change order request to adjust a Contract Unit Price if revisions are made by the order of the Engineer to the plans and or specifications that materially changes the character of a work item as defined by contract documents from which the original bid item price was based.

➤ ADD THE FOLLOWING NEW SUBSECTION:

2-12 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 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.

As part of the administration of the Contract and the inspection process, the Agency will perform Quality Assurance compaction testing as required. For unclassified fill, structure backfill, roadway subgrade, base material, trench backfill, and other compacted fills of any nature, the first Quality Assurance compaction test will be performed at no cost to the Contractor. In the event that additional Quality Assurance compaction tests are required due to the failure of the Contractor to construct to the required density, the sum of \$250 for each such additional test will be deducted from any monies due the Contractor.

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.

➤ ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

The failure of the designated representative(s) to faithfully prosecute the Work, including, but not limited to, failure to adhere to the Contractor's construction schedule shall be deemed grounds for removal from the Work per 5-3.1.

3-7 CONTRACT DOCUMENTS.

3-7.1 General.

➤ ADD THE FOLLOWING:

The Standard Specifications for Public Works Construction and the Standard Plans for Public Works Construction are both promulgated by Public Works Standards, Inc. These publications are available for purchase from BNi Building News, Inc., 1612 South Clementine Street, Anaheim, California 92802, (800) 873-6397, www.bnibooks.com. These publications are copyrighted and the City will not provide copies.

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.

➤ 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 location, character, dimension or details of the Work:

- a) Plans:
 - i) STREET IMPROVEMENT PLANS FOR OLD TOWN SIDEWALK CONNECTIVITY PROJECT, S-921
- b) Standard Plans:
 - i) The City of Victorville Standard Drawings (Included in the plan set);
 - ii) Standard Plans For Public Works Construction (SPPWC) "Greenbook," latest edition;

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, 2021 edition. Other specifications and plans include: Caltrans Standard Specifications and Standard Plans.

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 FIRST PARAGRAPH:

The Contractor shall witness by signature on the submittal letter of transmittal that all of the information contained therein has been reviewed and is correct. A submittal containing any material to be incorporated into the Work that requires a Certificate of Compliance shall accompany the material deliveries. One or more Certificates of Compliance included in a submittal containing a mix design, shop

drawing, product information sheets or other items may not be accepted. An approved submittal does not relieve the Contractor or supplier from providing a Certificate of Compliance and test reports for the actual material delivered and incorporated into the Work.

➤ REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:

The Contractor shall allow a minimum of 20 Working Days for each review, unless otherwise approved by the Engineer. Review periods are not cumulative. The aforementioned time frames begin anew upon each submission whether the initial submission or a resubmission after a prior review by the Agency. Each set of submittals shall be accompanied by a letter of transmittal describing exactly what is being transmitted.

➤ ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:

The Contractor may be permitted a maximum of 20 additional Working Days after the Notice to Proceed is issued for the submission, review and approval of submittals not approved if the following conditions are met:

1. The Contractor has shown due diligence with submission of submittals prior to the pre-construction meeting;
2. A formal request is submitted within three (3) calendar days after issuance of the Notice to Proceed and is approved by the Engineer.

No work on the project shall be permitted for Working Days added to the contract to complete submittal process under this provision. The Contractor shall not be permitted to use these additional working days to float the project. If insufficient effort is applied by the contractor to complete the submittals within the time allotted, the Engineer reserves the right to take away Working Days previously granted per this provision. Sufficient effort may be considered prompt submissions and responses to comments between the Engineer and Contractor without periods of inactivity. The Contractor shall allow a minimum of 10 Working Days for review of submittals.

➤ ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:

The Contractor may transmit submittals as an electronic file (PDF via email, flash drive or CD) for City review. The letter of transmittal for each submittal shall contain the project name, contract number, bid item number, description of work, location of work, a statement from the Contractor that the contents of the submittal item(s) meets the Plan and Specification requirements and wet signature. At least a 2 by 4 inch blank area shall be provided for the Engineer's approval stamp on the letter of transmittal.

Each submittal shall be assigned a tracking number according to the section of the Standard Specifications or Special Provisions (ex. §200-2.2 CAB or §201-1 PCC or §203-16 PMAC). A revised submittal tracking number shall contain the letter "R" and a number representing the most current revision (ex. §200-2.2 R1... §200-2.2iRx_i). A Submittal Status and Tracking Log shall accompany all projects with more than 10 product submittals. Submission of each individual submittal or group requires an updated Submittal Status and Tracking Log. A "hard copy" submittal package including a binder with table of contents and associated tabs shall be provided to the City containing all the approved submittals for the project. Any additional submittals will require a submittal package update by the Contractor. Lack of clarity or specificity in the letter of transmittal and/or content of the submittal itself will be reason for rejection.

If a portion of the Work is subcontracted, the prime contractor shall be responsible to review all submittals for conformance to plans and specifications.

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.

Link: https://energov19.victorvilleca.gov/EnerGov_Prod/SelfService#/home

Alternatively, submittals may be sent to the Project Manager.

Harry Mayo
14343 Civic Drive
Victorville, CA 92392
Phone: (760) 243-6351
Email: hmayo@victorvilleca.gov

No work shall begin on the respective items of work which require a submittal until the submittals for those items of work have been approved in writing by the Engineer.

3-8.4 Supporting Information.

➤ ADD THE FOLLOWING:

n) Shoring Methodology

3-9 SUBSURFACE DATA.

➤ INSERT THE FOLLOWING BEFORE THE FIRST PARAGRAPH OF SUBSECTION 3-9:

Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials that have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.

Investigations of subsurface conditions are made for the purpose of design only. The City assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans or in these Special Provisions, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the City as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Sub-section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

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: <https://www.victorvilleca.gov/government/city-departments/engineering/surveying>

3-12 WORK SITE MAINTENANCE.

3-12.1 General.

➤ ADD THE FOLLOWING:

A lockable waste disposal dumpster(s) shall be obtained by the Contractor from a local waste disposal facility for miscellaneous waste/debris. Trash shall be accumulated and placed in the dumpster(s) daily. A fine of \$1,000.00 per day of observed Work storage area(s) found not to be free from rubbish and

debris or leftover construction materials haphazardly placed shall be issued to the Contractor at the Engineer's discretion.

➤ ADD THE FOLLOWING NEW SUBSECTIONS:

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

- a) 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.
- b) Material stockpile and storage in the Work area shall be minimized to the least extent possible.
- c) Under no circumstance shall material stockpiles and/or debris be placed on private property adjacent to the Work area.
- d) Under no circumstance shall construction equipment or Contractor's vehicle(s) be parked or stored on private property adjacent to the Work area.
- e) 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.

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.

3-12.1.3 Recycling, Salvage, and Landfill Diversion. The City encourages innovative approaches to recycling, reuse, or salvage. The City of Victorville is mandated by the State of California to implement programs to reduce the amount of waste sent to landfill.

The 2019 California Green Building Standards Code (CalGreen), as adopted and amended in Title 16, Chapter 5, Article 11 of the City of Victorville Municipal Code, the City requires submission of the attached "Construction/Demolition Waste Recycling Plan" (C/DWRP). The plan outlines how the Contractor will divert 65% of waste material from the landfill to meet CalGreen requirements. At a minimum, the Contractor must divert 65% of all non-hazardous construction waste (e.g., scrap metal, concrete, asphalt, and cardboard). In addition, the Contractor must divert 100% of trees, stumps, rocks, and soils from any excavation and land clearing activities.

The Contractor shall complete and submit the "Summary Waste Disposal and Diversion Report" (SWDDR) provided in the Contract Documents. Weight slips documenting actual amounts disposed and diverted must accompany the SWDDR. The SWDDR shall be completed at the conclusion of the project and must be submitted to the Engineer before final payment and/or release of retention will be made.

Senate Bill 1383 (*Stats. 2016, Ch. 395, Sec. 2*) and Victorville Municipal Code Chapters 6.36 and 6.37 mandate the diversion of organic materials and other designated recyclable materials from landfills. Organic materials include vegetation (tree trimmings, leaves, grass clippings, weeds, brush, etc.) as well as non-hazardous wood waste. Contractors are required to comply with these waste diversion/recycling mandates and must implement procedures to properly separate all waste materials and participate in City waste diversion programs.

Contractors who need information on local scrap metal recyclers, asphalt and concrete recyclers, or organic material (vegetation/wood) recyclers should contact the City's Environmental Programs Division at (760) 955-8615.

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. Crusher operations are prohibited adjacent to and within residential districts.

3-12.4 Storage of Equipment and Materials.

➤ ADD THE FOLLOWING NEW SUBSECTION 3-12.4.3:

3-12.4.3 Staging Area. If not provided by the Engineer prior to the start of construction, the Contractor is responsible to locate staging areas. The construction staging area for storage of the Contractor's equipment may be located:

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

Staging areas setup on private property without written consent of the owner will result in a permanent withholding from a progress payment for property damage assessed by the City.

The City recommends that construction staging areas be fenced and secured at all times by the Contractor.

3-12.6 Water Pollution Control.

3-12.6.1 General.

➤ ADD THE FOLLOWING:

- f) Off site storm water runoff shall not be obstructed by BMPs due to the temporary blockage of existing drainage facilities. The Contractor shall provide temporary works that allow for the passage of storm water runoff in a manner equivalent to the existing drainage system.
- g) 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 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. The SWPPP shall

conform to the requirements specified in the Special Provisions and those of Lahontan Regional Water Quality Control Board. The Notice of Intent will be filed by the City.

➤ ADD THE FOLLOWING:

The Contractor shall be responsible for obtaining the services of an independent, third party QSD to prepare the SWPPP, file reports and an independent third party QSP to perform inspections. SWPPP QSP inspections shall be performed a minimum of once a week. A copy of the reports prepared by the QSP shall be submitted to the City before project acceptance.

➤ 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.

➤ ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

For payments specified, the Contractor shall be compensated for 40% of the bid item in the first progress payment and the remaining balance will be paid over the duration of the Project.

➤ 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 and provide a Punch List. If the Engineer considers the entire Work, or a specific portion of the Work, substantially complete, the Engineer will grant substantial completion. Work will be considered substantially complete when all Work depicted on the Plans, required by the Contract Documents and Punch List items, if issued are complete. The Contractor shall provide the level of effort and resources necessary to correct the defects or deficiencies within the Contract Time including Punch List work. The counting of time for liquidated damages will cease for the entire Work, on the date substantial completion is granted, but shall not bind the City to Final acceptance.

The Engineer will prepare a Punch List, of items to be completed or corrected before Final Acceptance and Final Payment.

➤ 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, 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 additional defects or deficiencies in a final Punch List. 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 of the issuance of the final Punch List. 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. Retention held will be released in accordance with Public Contract Code Section 7107 after the Notice of Completion has been accepted by the City Council and documentation as required by the Specifications and Special Provisions has been completed and submitted for project records.

➤ 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 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.

➤ ADD THE FOLLOWING SUBSECTION 3-15:

3-15 NONCOMPLIANCE WITH THE PLANS AND SPECIFICATIONS.

Failure of the Contractor to comply with any requirement of the Plans and Specifications, and to immediately remedy any such noncompliance upon notice from the Engineer, may result in suspension of Contract progress payments on all items of work. Any progress payments so suspended shall remain in suspension until the Contractor's operations are brought into compliance to the satisfaction of the Engineer. Upon determination by the Engineer that the Contractor is in compliance, progress payments will resume for those items of work which have been constructed in conformance with the Plans and the Specifications. No additional compensation shall be due the Contractor as a result of the suspension of progress payments due to noncompliance with the Plans and Specifications.

SECTION 4 – CONTROL OF MATERIALS

4-2 PROTECTION.

➤ ADD THE FOLLOWING:

The Contractor shall assume all risks and expenses, including the costs of any interferences, delays to its operations and the protection from, or the repair of, damage to improvements being constructed under the Contract, as may be caused by water of whatever quantity from floods, storms, industrial waste, irrigation, underground or other sources. However, the Contractor shall be entitled to an extension of time per 6-6. The Contractor shall also assume full responsibility for, and the expense of, protecting or removing and returning to the Work site, all equipment or materials under its care endangered by any action of the elements.

The Contractor shall provide the Agency with emergency callback information for the Project. The callback information shall include current names, titles, and telephone numbers for both primary and secondary response personnel.

When rain or severe weather is forecast the following procedures shall be implemented:

- a) To ensure a timely and proper response, the Contractor shall designate primary and secondary responders. Responders shall be trained personnel such as field superintendents or foremen who are properly equipped with communication devices, tools, and equipment, and who have the authority and ability to make critical on-site decisions and commit the Contractor's resources.
- b) Contractor responders and the Engineer will patrol the Work site and identify potential hazards or problems. Should a potential hazard or problem be identified in the absence of a Contractor responder, the Engineer will notify and request a Contractor-designated emergency responder report to the Work site immediately.
- c) If notified, the Contractor's responder shall report immediately, irrespective of the day or time, to the Work site and take necessary corrective actions including emergency and/or temporary repairs.
- d) If the Contractor fails to respond, the Engineer will arrange for Public Works forces to perform the necessary work. The cost to perform this work and related expenses will be deducted from any monies due the Contractor.

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.

4-5 CERTIFICATE OF COMPLIANCE.

➤ ADD THE FOLLOWING AFTER THE THIRD PARAGRAPH:

For Work including material that requires a Certificate of Compliance (COC), a typical COC shall:

1. Be submitted by the Contractor before the material is incorporated into the work;
2. Accompany the material to the job site;
3. Include and identify the lot, batch, heat or other identification number;
4. Include the City contract number (federal-aid contract number is mandatory);
5. Include a certificate number;
6. Include test data and other documents when required;
7. Include a statement that the material complies with Contract Specifications for the project; and
8. Be signed by the producer of the material.

Standardized certificates obtained from manufactures that do not contain the above applicable information will not be accepted. It is the Contractor's responsibility to furnish the City with a project specific and complete COC.

If Buy America Certification is required on a project, a special COC shall accompany all aluminum, steel, iron and ductile iron manufactured products. In addition to the typical contents of a Certificate of Compliance listed above, the Buy America Certification shall also include:

1. State that the material is processed/manufactured in the United States (U.S.); and
2. Be signed by the manufacturer (not the contractor/subcontractors) of the material.

The following table is a summary of items from the Standard Specifications that requires a COC submitted to the Engineer from the Contractor:

Materials Requiring Certification of Compliance or Certified Test Reports				
	Material	Section #	Section Title	Additional Comments
1		4-5	Certificate of Compliance	General Requirements
2	Weighing and Metering Equipment	4-7	Weighing and Metering Equipment	Engineer to "approve" prior to operation
3	Cement	201-1.21	Cement	
4	Fly Ash	201-1.2.5.3	Fly Ash	Specific language/Info required on the COC. Must also submit test data upon request
5	Pozzolans	201-1.2.5.4	Class N Pozzolans	Specific language/Info required on the COC. Must also submit test data upon request
6	Joint Sealant, Type E	201-3.9	Test Report and Certification	Specific language/Info required on certified test reports.
7	Curling Compound	201--4.3	Test Report and Certification	Must submit certified test report upon request.
8	Paving Asphalt	203-1.3	Test Report and Certification	Specific language/ info required on certified test reports.
9	Liquid Asphalt	203-2.2	Test Report and Certification	Specific language/Info required on certified test reports.
10	Microsurfacing Emulsion (MSE)	203-3.5	Certificate of Compliance	With each load. Must also submit test data upon request.
11	Latex	203-10.2.2	Latex	Specific language/info required on the COC.
12	Asphalt Rubber Hot Mix (ARHM)	203-11.2.3.1	Materials	Must also submit test reports with the COC.
13	Crumb Rubber Modifier (CRM)	203-11.2.3.1	General (Crumb Rubber Modifier)	Specific language/info required on the COC.
14	Treated Wood	204-2.4	Quality Control	Specific language/info required on the COC.

15	Structural Steel, Rivets, Bolts, Pins	206-1.1.2	Certification	Specific language/info required on certified test reports.
16	Gray Iron and Ductile Iron Castings	206-3.4.2.1	General (Tensile Testing)	Must also submit test reports with the COC.
17	Gray Cast Iron Castings	206-3.4.2.2.	Gray Cast Iron Castings	Specific language/info required on the COC. Must also submit certified test results.
18	Ductile Iron Castings	206-3.4.2.3	Ductile Iron Castings	Specific language/info required on the COC. Must also submit certified test results.
19	Corrugated Steel Pipe, Pipe Arches	207-11.2.1	General (Materials)	
20	Structural Steel Products	207-12.2.1	General (Materials)	Specific language/info required on the COC.
21	Structural Aluminum Products	207-14.2.1	General (Materials)	Specific language/info required on the COC.
22	PVC Pipe	207-17.4.1	General (Test Requirements)	
23	Polypropylene Pipe	207-25.6.1	General (Man. Facility Testing)	
24	Materials used in Sewers	211-2	Chemical Resistance (Pickle Jar) Test	Specific language/info required on the COC.
25	Viscometer Calibration	211-4.2	Calibration	
26	Engineering Geosynthetics	213-1	General (Engineering Geosynthetics)	Specific language/info required on the COC.
27	Traffic Paint, Thermo and Markers	214-2	Test Reports and Certificate of Compliance	Specific language/info required on the certified test reports or COC.
28	Precast Reinforced Concrete Box	216-8	Basis of Acceptance	
29	Fiberglass Standards	700-3.3.4	Fiberglass Standards	Specific language/info required on the COC and test reports.
30	Conductors for Series Circuits, 5000V	700-4.2.2	Conductors for Series Circuits	
31	Conductors and Cable	700-5.3.1	General (Conductors and Cable)	

32	Lamp Receptacle Conductors	700-5.5.7	Electrical Components	COC Required, if required information is not marked on the insulation
33	LED Signal Modules	700-5.5.11.8	Certificate of Compliance	
34	LED Pedestrian Signal Module	700-5.6.6.7	Certificate of Compliance	

The Contractor shall provide the Engineer with a summary of batched material(s) incorporated into an item of Work that require a Certificate of Compliance of any one or more components (asphalt, cement, etc.). The summary shall contain information at a minimum identifying the project, project number, location, delivery ticket numbers, mix identification and material Certificate of Compliance number. Delivery tickets of batched material shall contain a reference or code number linking it to the material Certificate of Compliance number. The summary shall be submitted to the Engineer within 5 working days of placement of the material.

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:

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.

5-3.1 General.

➤ ADD THE FOLLOWING:

The Bidder shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Contractor shall not hire or employ any person to perform work within the City of Victorville or allow any person to perform work required for the Project unless such person is properly documented and legally entitled to be employed within the United States. Hiring of undocumented immigrants is prohibited.

Notices. Pursuant to Labor Code § 1771.4, Contractor is required to post all Job Site notices prescribed by Laws.

Fair Employment. Discrimination against any prospective or present employee engaged in the Work on grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status is strictly prohibited. Contractor will take affirmative action to ensure that employees are treated during employment without regard to their race, religious

creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by the State setting forth the provisions of this Fair Employment section.

Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq) and the regulations promulgated thereunder (2 California Code of Regulations § 11000 et seq.); Government Code § 11135 et seq.; and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5. The applicable regulations of the Fair Employment and Housing Council implementing Government Code sections 12990 (a) through (f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are expressly incorporated into the Contract by reference and made a part hereof as if set forth in full. Each Contractor and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

Contractor, its employees, subcontractors and agents, may not have, maintain, or acquire a conflict of interest in relation to the contract for this Project in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations (set forth in Title 2, Division 6 of the California Code of Regulations). Any violation of this Section will constitute a material breach of the Contract.

5-3.2 Prevailing Wages.

➤ REPLACE THE FIRST SENTENCE IN THE PARAGRAPH WITH THE FOLLOWING:

Pursuant to Section 1773.2 of the Labor Code, the current prevailing rate of per diem wages at the time of the Bid as determined by the Director of the Department of Industrial Relations (DIR) are on file at the [City of Victorville's Procurement Division](#).

➤ ADD THE FOLLOWING:

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 including cleanup and shall post a copy of said wage rates at the project site.

The General Prevailing Wage Rate Determinations are available at www.dir.ca.gov/DLSR/PWD/index.htm.

Penalties. Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to \$200.00 for each calendar day, or portion a day, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

Refer to Section B for information regarding the payment of Federal prevailing wage rates. The current General Decision of wage determinations issued by the United States Department of Labor is set forth at the following website address:

<http://www.wdol.gov/wdol/scafiles/davisbacon/CA33.dvb>

For federally funded projects, if there is a difference between the prevailing wage rate determined by the Department of Labor and the prevailing wage rate predetermined by the Director of Industrial Relations

for similar classifications of labor, the Contractor and its Subcontractors shall pay not less than the higher prevailing wage rate. The City will not accept lower State prevailing wage rates not specifically included in the Federal prevailing wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal prevailing wage determinations. Where Federal prevailing wage determinations do not contain the State prevailing wage rate determination otherwise available for use by the Contractor and Subcontractors, the Contractor and Subcontractors shall pay not less than the Federal prevailing wage rate which most closely approximates the duties of the employee(s) in question.

The prevailing wage rate for any classification not listed by the Department of Labor or the Director of Industrial Relations, but which may be required to execute the Contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the City's determinations.

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 Sections 1720 through 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.

5-3.3 Payroll Records.

- REPLACE THE FIRST SENTENCE WITH THE FOLLOWING:

Pursuant to Section 1776 of the Labor Code the Contractor shall keep, make available, and submit to the City of Victorville's Finance Department, Purchasing Section upon request, certified payroll records.

- ADD THE FOLLOWING:

The Contractor must comply with the provisions of Labor Code §§ 1776 and 1812 and all implementing regulations, including without limitation, those set forth Title 8 of the California Code of Regulations, Section 16000 et seq. which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR. The Contractor and each subcontractor shall keep accurate payroll records (certified payroll records) showing the name, address social security number, work classification, straight time and overtime hours worked each day and week. Additionally, the actual per

diem wages paid to each journeyman, apprentice, worker, or other employee the Contractor employs in connection with the Work. The Contractor shall submit payroll records directly to the DIR using the online eCPR system at www.dir.gov. The Contractor shall provide a copy of each submission confirmation and a fringe benefit statement to the Engineer with each application for payment. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (a) The information contained in the payroll record is true and correct; and;
- (b) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

CERTIFIED PAYROLL is required with each invoice to the City of Victorville. Electronic copies submitted with each invoice are acceptable as long as a hard copy with wet signatures is submitted via certified mail to the City Engineer, or his designee, within 3 days of the electronic submittal. Failure to submit a hard copy with wet signatures shall be considered as ground for rejection of invoice.

Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

5-3.4 Hours of Labor.

➤ ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

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.

Penalty. Pursuant to Labor Code § 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.

5-3.5 Apprentices.

➤ ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

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 (the full text of these codes are available at www.leginfo.legislature.ca.gov/faces/home.xhtml).

5-3.6 Work Records.

➤ ADD THE FOLLOWING SUBSECTION:

Pursuant to Section 1812 of the California Labor Code, the Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, social security number, job classification and the actual number of hours worked. The Contractor shall submit a signed copy of this record at the request of the Engineer. The Contractor and each subcontractor must preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

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 Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence resulting from the acts or omissions by the Contractor or its officers, employees, servants, volunteers, and agents, and independent contractors. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. 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 Five Million Dollars (\$5,000,000) 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.

- c) **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 be responsible for complying with the provisions of California Public Contract Code Section 7104 regarding trenching and excavations that extend deeper than four (4) feet below the surface. The Contractor shall be solely responsible for ensuring that all work performed under the Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe Project site. 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:

Failure by the Contractor to provide the required Project Safety Official shall be grounds for the Agency to direct the cessation of all work activities and operations at no cost to the Agency until such time as the Contractor is in compliance. 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 Indemnification. To the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the City and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or Agency, attributable to any alleged act or omission of the Contractor or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. The City may deduct from any payment otherwise due the Contractor any costs

incurred or anticipated to be incurred by the City, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the Project.

➤ ADD THE FOLLOWING NEW SUBSECTION 5-7.1.4:

5-7.1.4 Safety Vests. Personnel shall wear safety vests at all times.

➤ ADD THE FOLLOWING NEW SUBSECTION 5-7.1.5:

5-7.1.5 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.

➤ ADD THE FOLLOWING NEW SUBSECTION:

5-8 CULTURAL RESOURCES.

5-8.1 General. Potential cultural resources may be present in the area. If cultural resources are encountered within the vicinity of the work, as determined by the Engineer, the contractor shall stop work until appropriate treatment of the resource is determined by a qualified archaeologist/ paleontologist in accordance with the provisions of CEQA Section 15064.5. The City shall be responsible for providing any required cultural monitors.

Pursuant to Section 5097.98 of the Public Resources Code, if human remains are found, all work in the area must stop until the Coroner identifies the remains and makes recommendations regarding their appropriate treatment.

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:

- Show workflow activities from the Notice to Proceed to the end of Contract Time
- Show all workflow activities required to complete the Work
- Clearly show critical path workflow activities
- Include approved Change Orders & Time Extensions
- Include procurement related activities
- Show appropriate time allowances for Work performed by City personnel or other agencies
- Include 15 working days for submittal submission and review
- Include 5 working 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.

Payment for the preparation and maintenance of the Construction Schedule shall be incorporated into all items of Work. Failure of the Contractor to provide monthly updates of the Construction Schedule will result in a withholding, the lesser of \$10,000.00 or 10% of the progress payment.

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.

➤ ADD THE FOLLOWING NEW SUBSECTIONS:

6-2.2 Work by Others Due to Unsatisfactory Work Prosecution. If, as determined by the Engineer, the Contractor is not prosecuting the Work in a satisfactory manner or is not providing for public safety, traffic and protection of the Work, the Engineer will notify the Contractor of such unsatisfactory conditions and will indicate the date and time when corrective work must be completed. If the Contractor fails to comply, the City may elect to do the Work or have the Work performed by others and deduct the cost thereof from any monies due the Contractor. Such action shall not relieve the Contractor from liability.

6-3 TIME OF COMPLETION.

6-3.1 General.

- ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

The work under this Contract shall be diligently prosecuted to completion before expiration of **FIFTY (50) WORKING DAYS** beginning within fifteen calendar days after the "Notice to Proceed" date.

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.

6-4 DELAYS AND EXTENSIONS OF TIME.

6-4.1 General.

- REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating the cessation of work, or other similar action of the elements.

6-4.2 Extensions of Time.

- ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

A time impact analysis (TIA) will be required to grant each Extension of Time prepared by the Contractor. The TIA must evaluate the controlling operations including a clear narrative easy to read and follow of how critical path items of Work are impacted by the cause of the delay. If the Contractor chooses to postpone the submittal of a TIA until the end of the project, a request in writing must be submitted to the Engineer. Failure of the Contractor to provide a TIA will result in a withholding from progress payments the lesser of \$10,000 or 10% of the progress payment and/or postponement of Project Retention release.

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION.

- ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

Action by the City to take over and utilize any part of the Project shall become effective only upon issuance of a written notice, signed by the Engineer, setting forth a description of the completed improvements to be taken over, the effective date, location and limits thereof.

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT.

➤ REPLACE THE TEXT OF 6-7.1 WITH THE FOLLOWING:

6-7.1 General. If, prior to the acceptance of the Work, the Contractor:

- a) 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,
- b) abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion,
- c) disregards written instructions from the City or materially violates provisions of the Contract Documents,
- d) fails to prosecute the Work according to the schedule approved by the Engineer,
- e) disregards laws or regulations of any public body having jurisdiction, or
- f) commits continuous or repeated violations of regulatory or statutory safety requirements, then the Agency will consider the Contractor in default of the Contract.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with 5-2.

In the event either party fails to perform its obligations hereunder, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) calendar days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) calendar days, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) calendar days, so long as the defaulting party commences to cure such default within ten (10) calendar days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the non-defaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Contract. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

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.

6-7.3 Notice of Termination for Default.

➤ REPLACE THE FIRST SENTENCE IN THE FIRST PARAGRAPH WITH THE FOLLOWING:

If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the City will consider the Contractor in default of the Contract and:

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

➤ DELETE THE ENTIRE SECTION AND REPLACE IT WITH THE FOLLOWING:

The City may, by providing thirty (30) days advance written notice to Contractor, terminate the Contract 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.

- a. 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.
- b. 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.

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 the Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 6-8.

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 \$1,000.

➤ 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 \$1,000 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.

➤ ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

The City withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

SECTION 7 – MEASUREMENT AND PAYMENT

- CHANGE THE FOLLOWING SUBSECTION HEADING:

7-2 LUMP SUM & FINAL PAY WORK.

- ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

Items for which approximate quantities are indicated by “Final Pay” or “(F)” shall be paid for at the price indicated in the Bid Proposal. Minor variations of lay lines, areas, or unit quantity required to complete the scope of Work as determined necessary by the Contractor in excess of the City provided estimated quantities listed in the Bid Proposal shall be paid for at the Total Cost per the Bid Item. Such payment shall be full compensation for the items of work appurtenant thereto. Should a change in the character of work or significant variations of lay lines, areas, or unit quantities be approved in writing by the Engineer prior to the execution of Work affected exceed the estimated unit quantity occur, an adjustment of the unit quantity will be made on the basis of mutual agreement by the Contractor and the Engineer except as otherwise specified in 7-3.5.2. Should a change initiated by the Agency cause a significant reduction in the scope of work or unit quantity occur, the Contractor shall be paid by the number of units completed except as otherwise specified in 7-3.5.3.

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 7-2, 7-3.5 of the Specifications and Special Provisions. Failure of the Contractor to provide sufficient evidence that the materials delivered to the project site meet Specification requirements per an approved submittal shall result in a pay reduction determined by the Engineer to the Contract Unit Price of each bid item impacted.

- REPLACE THE FIRST PARAGRAPH WITH:

The unit, final pay, and lump sum prices to be paid shall be full compensation for the items of work and all appurtenant work, including furnishing all materials, labor equipment, tools, incidentals and work-related costs associated with the Work per the Contract Bid Item Unit Price. No additional compensation will be allowed therefore.

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

When an item of work is not listed in the Bid Proposal with a bid item number, the cost of such Work shall be considered a supplementary obligation of the Contractor and included in the cost of completing listed Bid Item Work.

- 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.

➤ ADD THE FOLLOWING TO THE LAST PARAGRAPH:

At project completion, the Prime Contractor shall submit an original wet signed and completed Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors form and unconditional releases from each subcontractor listed in the Subcontracting Request form at the completion of the project prior to the release of retention. Conditional releases may be acceptable at the discretion of the City Engineer. If the Prime Contractor cannot provide unconditional releases, joint checks will be issued to the to both the Prime Contractor and subcontractor.

➤ ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

The Prime Contractor is responsible for receiving and immediately providing a Certificate of Compliance for all delivered materials to be incorporated into the Work to the Engineer. If a Certificate of Compliance is not received and accepted by the Engineer or Public Works Inspector, the material cost for items incorporated into the Work by the Contractor required by the Standard Specifications or Special Provisions shall be withheld from progress payments. If a Certificate of Compliance is not received for material incorporated into the Work at the completion of the project from the Prime Contractor, then the cost for the material shall not be paid.

7-3.2 Partial and Final Payment.

➤ ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

The closure date for monthly progress payment applications may be the 20th day of each month. Proof of electronic certified payroll reporting (eCPR) submission acknowledgments issued by the DIR are required to be submitted with each payment request to the City of Victorville.

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:

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.

Demobilization shall consist of the removal of all personnel, equipment, offices, supplies not required or included in the contract from the project Work area at the completion of the Work.

Payment for mobilization will be made as follows:

Mobilization shall not exceed 10% of the total contract amount excluding the total cost of mobilization(s).

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."

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.

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.

7-3.5 Contract Unit Prices.

7-3.5.1 General.

➤ ADD THE FOLLOWING:

Bid Proposal line items that contain a unit quantity of work greater than 1 are an approximation or estimate only of the number of units required to complete the Work. Bid Proposal Items designated with "(F)" next to the description are Final Pay items (7-2). The bidder is encouraged to visit the project site and prepare an independent quantity takeoff for all items including Final Pay Work items.

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 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.

➤ ADD THE FOLLOWING SUBSECTION 7-3.10:

7-3.10 Authorized Work. The City may include in the Bid Proposal an allowance for items in which authorized by the Engineer may be used for potential increased quantities, Extra Work, unforeseen work, a change in the character of work, or there is insufficient information for the Contractor to submit a Contract Unit Price or for which a basis of bidding may not be established for any reason. Payment for authorized work shall be per Section 7-3 and 7-4 of the Specifications and Special Provisions.

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.

7-4.2.1. Labor.

- REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:

The cost of labor (hourly rate) shall be the actual cost for wages of workers performing the Extra Work at the time the Extra Work is done plus the cost of employer fringe payments (health/welfare, pension, vacation/holiday, training and other payments for assessments or benefits required by collective bargaining agreements) as listed on the General Prevailing Wage Determination made by the Director of Industrial Relations. An allowance of a 15 percent surcharge for statutory payroll items stipulated by various government agencies (workers compensation insurance, social security, Medicare, federal unemployment insurance, state unemployment insurance and state training taxes) shall be charged to the sum of the actual wage and fringe benefit cost of each employee engaged in the Extra Work.

7-4.2.3. Tool and Equipment Rental

- ADD THE FOLLOWING AFTER THE LAST PARAGRAPH.

Regardless of ownership, the rates to be used in determining rental costs shall not exceed those listed in the current edition of the Caltrans “Labor Surcharge & Equipment Rental Rates” book (<http://www.dot.ca.gov/hq/construc/equipmnt.html>) at the time the work is performed. If the equipment is not listed, the rate allowed shall be that calculated for a comparable item. The lowest rate of either the Contractor’s rental rate or the cost specified in the Caltrans Labor Surcharge & Equipment Rental Rates shall be utilized. The Contractor shall provide a copy of rental equipment invoiced and paid at the request of the Engineer. Standby rates shall be 50 percent of the hourly rate. Equipment equipped with time tracking meters shall be functional and documented for the start and end meter reading during operation for Extra Work. Equipment on standby with tracking meters shall not be left running or idling when not in use purposefully to increase the meter reading. Payment for standby shall not exceed 8 hours per day, 40 hours per week and 176 hours per month. The Contractor is entitled to transportation costs on top of the standard rental rate based on actual costs. No markup is allowed on transportation costs. Transportation costs to move equipment shall only apply if the equipment is used for the extra work and was not required for any other Contract Work.

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.

- ADD THE FOLLOWING:

Owner operators providing any service for the performance of a part of the Work or Extra Work is subcontracted work. This includes trucking/delivery of construction materials to staging and/or Work area(s).

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.

- ADD THE FOLLOWING TO THE SECOND PARAGRAPH.

- a) List the names of workers, classifications, and actual hours worked.
 - i) time laborers and or operators are idle shall not be counted as hours worked.
- e) Include the vender, invoice information, number of units, unit cost and date of acquisition for actual materials used.

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.

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.

200-2.1 General.

➤ ADD THE FOLLOWING:

Materials for use as the aggregate base layer of the road structural sections and concrete street surface improvements, except sidewalk, shall comply with the requirements 200-2.2 – Crushed Aggregate Base.

Materials for use as the aggregate sub-base layer of the road structural section shall comply with the requirements of 200-2.4 – Crushed Miscellaneous Base.

Materials for use as the aggregate base layer for concrete sidewalk shall comply with the requirements of 200-2.2 or 200-2.8.

➤ ADD THE FOLLOWING NEW SUBSECTION 200-2.8:

200-2.8 Natural Class 2 Aggregate Base.

200-2.8.1 General. Natural Class 2 Aggregate Base shall consist entirely of crushed rock and rock dust conforming to the requirements of 200-1.1 and 200-1.2.

200-2.8.2 Grading. The aggregate shall be uniformly graded and conform to the following gradation:

Sieve Size	Percent Passing Sieve
1"	100
¾"	87-100
No. 4	30-65
No. 30	5-35
No. 200	0-12

200-2.8.3 Quality Requirements. The material shall conform to the following:

Tests	Test Method No.	Requirement
R-Value	California 301	78 Minimum
Sand Equivalent	California 217	40 Minimum
Percentage Wear 100 revolutions 500 revolutions	ASTM C131	15 Maximum 52 Maximum
Specific Gravity	ASTM C127	2.58 Minimum

The Engineer may waive the percentage wear and specific gravity requirements, provided that the material has a minimum durability of 40 in accordance with California Test 229.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.2 Concrete Specified by Class and Alternate Class.

➤ ADD THE FOLLOWING:

For street surface improvements as indicated in Table 201-1.1.2, the Class of concrete shall be 560-C-3250 for curb, integral curb and pavement, cross gutter, walk, alley aprons and curb/gutter. 520-pound sack mixes are not permitted for any street surface improvements unless otherwise shown in the project plans.

201-1.1.5 Test for Portland Cement Concrete.

➤ REPLACE THE LAST PARAGRAPH WITH THE FOLLOWING:

Concrete represented by compressive strength tests that fail to meet the requirements of this subsection shall be removed from the Work.

201-2 REINFORCEMENT FOR CONCRETE.

201-2.1 General.

➤ ADD THE FOLLOWING:

Reinforcing steel shall be Grade 60 (400) billet steel for all concrete.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS.

201-3.1 General.

➤ ADD THE FOLLOWING:

Premolded expansion joint filler shall conform to ASTM D1751 per 201-3.2 and Type “A” sealant per 201.3.4 shall be used over expansion joint fillers.

201-4 CONCRETE CURING MATERIALS.

201-4.1 General.

➤ ADD THE FOLLOWING:

The concrete curing compound for all street surface concrete shall be Type 2 – white pigmented.

201-6 CONTROLLED LOW STRENGTH MATERIAL (CLSM).

201-6.1 General.

➤ ADD THE FOLLOWING:

Unless otherwise specified in the Plans or by the Engineer, CLSM shall contain no less than a minimum of 188 lbs (2 sacks) of cement per cubic yard of slurry.

SECTION 203 – BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE.

203-6.1 General.

➤ ADD THE FOLLOWING:

Asphalt Concrete material shall conform to 203 – *Bituminous Material*.

Asphalt Concrete base course shall be ¾" maximum aggregate B-PG 64-10 R10 per Section 203-16.

Asphalt Concrete surface course shall be ½" maximum aggregate C2-PG 64-10 R0 per Section 203-16.

203-6.4 Asphalt Concrete Mixtures.

➤ ADD THE FOLLOWING NEW SUBSECTION 203-6.4.5:

203-6.4.5 Reinforcing Fibers for Asphalt Concrete Mixtures.

203-6.4.5.1 Definitions.

1. Reinforcing Fibers: High tensile strength aramid fiber blend specially formulated to reinforce hot mix asphalt.
2. Fiber Reinforced Asphalt Concrete (FRAC): A mixture of hot or warm mix asphalt and reinforcing fibers that has greater resistance to rutting, thermal cracking, fatigue cracking, and reflective cracking as compared to conventional non-fiber asphalt mixes.
3. Fiber Reinforced Asphalt Rubber Hot Mix (FR-ARHM): A mixture of rubberized asphalt and reinforcing fibers that has greater resistance to rutting, thermal cracking, fatigue cracking, and reflective cracking as compared to non-fiber rubberized asphalt mixes.
4. Aramid Dispersion State Ratio (ADSR): A measure of the dispersion efficiency of the Reinforcing Fibers within asphalt mixes. ADSR is calculated by comparing the mass of aramid in the individual state to the total mass of extracted aramid fibers, expressed as a percentage.

203-6.4.5.2 REFERENCES.

1. ASTM D2172, Standard Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
2. ASTM D6433, Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys.
3. AASHTO T322, Determining the Creep Compliance and Strength of Hot-Mix Asphalt (HMA) Using the Indirect Tensile Test Device.
4. AASHTO TP79, Standard Method of Test for Determining the Dynamic Modulus and Flow Number (FN) for Asphalt Mixtures Using the Asphalt Mixture Performance Tester.
5. Zeiada, W., Underwood, S., Stempihar, J., "Extraction of Aramid Fibers from Fiber Reinforced Asphalt Concrete – Special Test Method", Arizona State University, May 11, 2016.

203-6.4.5.3 Submittals.

1. Submit the following as part of the bid package:

- a. Representative fiber product sample.
- b. Fiber product data sheet and certification from the Manufacturer that the fiber product supplied meets the requirements of this specification.
- c. Manufacturer's instructions and general recommendations.
- d. Performance results of ADSR testing from a minimum of three separate laboratory trials to validate Dispersion Efficiency.
- e. Performance results of PCI testing from a minimum of three separate field trials to validate Cracking Resistance.
- f. Performance results of FN testing from a minimum of three separate laboratory trials to validate Rutting Resistance.

****NOTE: Testing is NOT required on samples from the job mix, submit previously completed lab testing only.**

- 2. Submit a minimum of five unique project examples and references where the reinforcing fiber product was used within 250 miles of the project location.

203-6.4.5.4 Materials and Performance.

- 1. Reinforcing Fiber Properties
 - a. Provide a reinforcing fiber blend of Virgin Polyolefins and Virgin Aramids that meets the requirements in Table 1 and Table 2 below.

Table 1

Reinforcing Fiber Material Properties			
Property	Test Method	Polyolefin	Aramid
Form	Manufacturer Certification	Serrated	Monofilament
Nominal Specific Gravity	ASTM D276	0.91	1.44
Tensile Strength (psi)	ASTM D7269	NA ¹	400,000
Length (in)	Manufacturer Certification	0.75	0.75

1. Polyolefin fibers will melt or become plastically deformed during production

Table 2

Reinforcing Fiber Performance Properties			
Performance Measure	Test Method	Standard	Requirement
Dispersion Efficiency	Aramid Dispersion State Ratio (ADSR)	Modified ASTM D2172	≥ 85%
Field Performance Cracking Resistance	Pavement Condition Index	ASTM D6433	≥ 10 PCI Points Increase, Minimum 4 Years

Resistance to Permanent Deformation (Rutting)	Flow Number (FN)	AASHTO TP79	≥ 75% increase
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- b. FORTA-FI®, provided by the Forta Corporation, is an acceptable product and meets the performance and material properties outlined in this section.
- c. If a different aramid-based fiber blend is proposed, performance test results complying with Section D.2 below must be submitted at least two weeks prior to bid date for approval by engineer.
- d. Non-aramid fiber blends will not be considered as acceptable alternatives to this specification.

2. Performance Testing Requirements

All historical test results submitted to validate the fiber’s performance in asphalt mixes shall be from previously completed laboratory and field trials using plant-produced FRAC from a documented source only. Results from lab-produced FRAC or FRAC from an undocumented source will not be accepted. **Testing is NOT required on samples from the job mix.**

Fiber dosage rate in all submitted test reports must be equal to the rate proposed for this project. Only testing performed by an AASHTO accredited laboratory or nationally recognized university testing lab will be considered.

- a. Aramid Dispersion State Ratio (ADSR) Tests from a minimum of three (3) separate laboratory trials.
 - 1. Perform ADSR test based on modified ASTM D2172 procedures as provided in the document entitled “Extraction of Aramid Fibers from Fiber Reinforced Asphalt Concrete – Special Test Method”. A copy of the modified extraction methodology can be obtained by making an inquiry to the Pavement and Materials Laboratory at Arizona State University at NCE@asu.edu.
 - 2. To validate ADSR results, average extracted aramid fiber quantity must equal 0.007 percent by total sample weight with no individual result less than 0.005 percent of the total sample weight.
 - 3. All tested fiber mixes must achieve a minimum ADSR of 85%.
- b. Pavement Condition Index (PCI) side by side comparison from a minimum of three (3) field trails with a minimum in-service pavement age of four years.
 - 1. PCI surveys shall be performed according to ASTM D6433.
 - 2. Tests results shall include a control and a fiber reinforced pavement section. FRAC mix shall be identical to control mix except for the inclusion of fibers added at the same dosage as proposed on the project.
 - 3. In field performance sections shall be subject to the same environmental and traffic conditions. A minimum surface area of 500 yd² per FRAC and control section is required.
 - 4. PCI results from fiber sections shall show a minimum 10 PCI points greater than the control section after a minimum of 4 years.
- c. Flow Number (FN) Tests from a minimum of three (3) separate laboratory trials.
 - 1. Perform FN tests using the protocol from AASHTO TP79.
 - 2. Tests results shall include a control and a fiber reinforced mix. FRAC mix shall be identical to control mix except for the inclusion of fibers added at the same dosage as proposed on the project.
 - 3. Results from fiber specimens shall each show an average FN increase of at least 75% over control specimens.

203-6.4.5.5 DELIVERY, STORAGE, AND HANDLING.

1. Deliver fiber-reinforcement in sealed, undamaged containers with labels intact and legible, indicating material name and lot number.
2. Deliver fiber-reinforcement to location where it will be added to each batch or loaded into the mixer.
3. Store materials covered and off the ground. Keep sand and dust out of boxes and do not allow boxes to become wet.

203-6.4.5.6 MIXING AND PRODUCTION.

1. Add aramid and polyolefin reinforcing fiber blends at a dosage rate of one (1) pound fiber per one (1) ton of asphalt.
2. Add alternative aramid fiber blends at a rate proposed by the manufacturer that achieves the ADSR, PCI, and FN results required by Section D.
3. Have a fiber manufacturer's representative on site during mixing and production. This requirement can be waived if fiber manufacturer and asphalt producer can supply evidence of manufacturer's brand of fiber being successfully produced a minimum of three times at the asphalt plant to be used for the project.
4. Batch Plant. When a batch plant is used, add fiber to the aggregate in the weigh hopper and increase both dry and wet mixing times. Ensure that the fiber is uniformly distributed before the injection of asphalt cement into the mixture.
5. Drum Plant:
 - a. Inject fibers through the RAP collar using an automatic, metered air blown system to promote rapid and complete fiber dispersion. System must automatically record fiber addition data so as to remove human error. Rate the feeding of fibers with the rate the plant is producing asphalt mix. If there is any evidence of fiber bundles at the discharge chute, increase the mixing time and/or temperature or change the angle of the fiber feeder line to increase dry mixing time.
 - b. Manual feeding of the fibers is not allowed.
 - c. Add fibers continuously and in a steady uniform manner. Provide automated proportioning devices and control delivery within $\pm 10\%$ of the mass of the fibers required. Perform an equipment calibration to the satisfaction of the fiber manufacturer's representative to show that the fiber is being accurately metered and uniformly distributed into the mix.

Include the following with the air blown system:

- Low level indicators
- No-flow indicators
- A printout of feed rate status in pounds/minute
- A section of transparent pipe in the fiber supply line for observing consistency of flow or feed.
- Manufacturer's representative's approval of fiber addition system

203-6.4.5.7 PLACEMENT.

Follow manufacturer's and engineer's recommendations for placement of FRAC.

203-6.4.5.8 QUALITY CONTROL

1. At the discretion of the Engineer, FRAC mix from the project site may be randomly sampled for an analysis of the dispersion state of aramid fibers using the ADSR test procedure defined in Section D.2.a. If test results show ADSR < 85%, the Engineer may require the Contractor to cease operations until a correction plan has been submitted and approved.

2. Aramid Dispersion Visual Test: Collect a 10kg sample of mix from the discharge chute during first 50 tons of production. Visually assess the state of aramid fibers in the sample according to Reference 4 (Section B of this specification) and rate the sample as "Pass" or "Fail".
 - i. "Pass" = All fibers exist in an Individual State and no Undistributed Clips or Agitated Bundles of fiber are detected.
 - ii. "Fail" = One or more Undistributed Clips or Agitated Bundles are detected.
3. If a sample is rated as "Fail", adjust mixing operations to improve fiber dispersion and repeat Step 1 above.
4. If Visual Test results in three consecutive "Fail" ratings, plant mix samples should be sent to a third party laboratory for complete ADSR testing before production is allowed to commence.
5. In addition to Visual Test, use a shovel to inspect FRAC mix in the back of first three trucks and every tenth truck thereafter to confirm adequate blending of the fiber.
6. Remove any observed fiber bundles from placed mixture and adjust operations per the manufacturer's recommendation to eliminate future fiber bundle development, and repeat Steps 2 through 4 above to confirm adequate aramid fiber dispersion.

SECTION 207 – GRAVITY PIPE

207-1 NONREINFORCED CONCRETE PIPE.

- ADD THE FOLLOWING:

Not permitted.

207-2 REINFORCED CONCRETE PIPE (RCP).

- ADD THE FOLLOWING:

All RCP shall be no less than Class III or D-2000 pipe.

207-8 VITRIFIED CLAY PIPE.

- ADD THE FOLLOWING:

Not permitted for use in the Public Right of Way.

207-11 CORRUGATED STEEL PIPE AND PIPE ARCHES.

- ADD THE FOLLOWING:

Not permitted for use in the Public Right of Way.

207-13 CORRUGATED ALUMINUM PIPE AND PIPE ARCHES.

- ADD THE FOLLOWING:

Not permitted for use in the Public Right of Way.

207-15 ABS SOLID WALL PIPE.

- ADD THE FOLLOWING:

Not permitted for use in the Public Right of Way.

207-17 PVC GRAVITY PIPE.

- ADD THE FOLLOWING:

Unless otherwise specified in the Plans, the minimum PVC pipe class shall be SDR 35.

207-19 POLYETHYLENE (PE) SOLID WALL GRAVITY PIPE.

➤ ADD THE FOLLOWING:

Not permitted for use in the Public Right of Way.

SECTION 209 – PRESSURE PIPE

209-1 IRON PIPE AND FITTINGS.

209-1.1 Ductile Iron Pipe (DIP).

➤ ADD THE FOLLOWING:

All DIP pipe shall be class 350 minimum.

209-4 PVC PRESSURE PIPE.

209-4.1 General.

➤ ADD THE FOLLOWING:

All PVC pipe shall be class 305 minimum. C909 may be substituted for C900 PVC pipe.

209-5 HIGH-DENSITY POLYETHYLENE (HDPE) SOLID WALL PRESSURE PIPE.

➤ ADD THE FOLLOWING:

Not permitted for use in the Public Right of Way.

209-6 FIBERGLASS PRESSURE PIPE.

➤ ADD THE FOLLOWING:

Not permitted for use in the Public Right of Way.

SECTION 212 – WATER AND SEWER SYSTEM VALVES AND APPURTENANCES

212-2 FLANGED AND THREADED CONNECTIONS.

212-2.2 Flanges.

➤ ADD THE FOLLOWING:

All flanges shall be ductile iron.

212-2.5 Flange Coupling, and Harness Bolts, Nuts, and Washers.

212-2.5.1 Buried Ferrous or Plastic Piping Applications.

➤ ADD TO THE LAST PARAGRAPH:

All bolts for underground ductile iron flanges shall conform to ASTM 325A.

212-4 VALVE ACTUATORS, EXTENSIONS, AND VALVE BOXES.

212-4.2 Valve Operators for Buries or Submerged Valves.

212-4.2.3 Valve Cans and Covers for Buried Valves.

212-4.2.3.2 Materials.

➤ REPLACE WITH THE FOLLOWING:

All materials shall conform to the latest City of Victorville Water District Approved Materials List.

212-5 VAVLVES.

212-5.1 Resilient Wedge gate Valves.

212-5.1.2 Materials.

- REPLACE WITH THE FOLLOWING:

All materials shall conform to the latest City of Victorville Water District Approved Materials List.

212-5.4 Ball valves.

212-5.4.2 Materials.

- REPLACE WITH THE FOLLOWING:

All materials shall conform to the latest City of Victorville Water District Approved Materials List.

212-5.6 Air Release Valves/Vacuum, and Combination Air Valves.

212-5.6.2 Materials.

- REPLACE WITH THE FOLLOWING:

All materials shall conform to the latest City of Victorville Water District Approved Materials List.

212-6 HYDRANTS.

212-6.1 Fire Hydrants.

212-6.1.1 General.

- REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:

Fire hydrants shall be high-pressure dry barrels with traffic break-away valve conforming to the City of Victorville Water District Approved Materials List.

212-6.1.2 Materials.

- REPLACE WITH THE FOLLOWING:

All materials shall conform to the latest City of Victorville Water District Approved Materials List

212-10 SERVICE LATERALS, METERS, AND METER BOXES.

212-10.1 Copper Tubing

- ADD THE FOLLOWING:

All copper tubing utilized in the replacement of the water service lines shall be Type K (soft) copper, color coded "Green". Contractor has the option of installing straight lengths of no more than 20-feet or utilizing coils.

All copper tubing shall meet the lead content requirement per NSF / ANSI Standard 61 of not more than 0.25 percent lead. All copper fittings and adaptors shall likewise conform to the "low lead" requirements.

212-10.2 High Density Polyethylene (HDPE) Tubing.

- DELETE THE CONTENTS OF THIS SECTION AND REPLACE IT WITH THE FOLLOWING:

HDPE tubing shall not be used.

SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS,

AND PAVEMENT MARKERS

214-1 GENERAL.

- ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

For water service pipe replacement, the Contractor shall install plastic non-reflective pavement markers for each service line to be replaced at a location where the service line connects to the main waterline. Pavement markers shall be placed on the pavement and shall lie flush against the finished surface. The City shall approve both the type of marker and the location for placing the markers prior to installation.

214-3 GLASS BEADS.

- REPLACE THE TEXT WITH THE FOLLOWING:

Glass beads shall conform to State Specification 8010-004 (Type II), AASHTO Designation M-247-11.

214-4 PAINT FOR STRIPING AND MARKINGS.

214-4.1 General

- ADD TO THE LAST PARAGRAPH:

All removed, or damaged pavement striping at a minimum shall be re-applied with two coats of paint including a glass bead application, unless otherwise directed by the Engineer. All removed, or damaged pavement markings shall be re-applied with two coats of thermoplastic including a glass bead application, unless otherwise directed by the Engineer.

214-7 ADHESIVES FOR PAVEMENT MARKERS.

214-7.2 Epoxy Adhesives.

214-7.2.1 General

- ADD THE FOLLOWING:

Epoxy adhesives shall be rapid-set or standard set.

SECTION 217 – BEDDING AND BACKFILL MATERIALS

217-1 GENERAL.

- ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

Bedding material for the pipe zone backfill shall have a sand equivalent of not less than 30.

{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.

- 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.

- ADD THE FOLLOWING SENTENCE TO THE END OF THE SUBSECTION:

Saw cutting for curb ramps shall be to the exterior dimensions of the proposed ramp only.

300-1.4 Payment.

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

The lump sum Bid price for “Clearing and Grubbing” shall include full compensation for removal and disposal of all the resulting materials, except as otherwise specified separately.

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.

300-2.6 Surplus Material.

- 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) 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.

300-2.8 Measurement.

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

Excavation in excess of the planned, authorized cross section or grading limits will not be paid for, except as provided in 300-3.2 and 300-2.4.

300-2.9 Payment.

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

Payment for unclassified excavation will be made at the Contract Unit Price per cubic yard (m³) excluding soil expansion.

- ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

Load counts of any form for the transport of soils onsite or to any location will not be accepted for the basis of any earthwork payment. At a minimum, 10% of the total bid item quantity will be withheld until the completion of work and verification of earthwork quantities by the Engineer.

300-3 STRUCTURAL EXCAVATION AND BACKFILL.

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.

- REPLACE THE FIRST PARAGRAPH WITH:

All layers of unclassified fill shall be compacted to a relative compaction of at least 95 percent.

- ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

At a minimum, a 15% shrinkage from cut soils is anticipated for this project.

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.

300-4.10 Payment.

➤ ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

At a minimum, 10% of the total bid item quantity will be withheld until the completion of work and verification of earthwork quantities 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:

Subgrade material shall be compacted to a relative compaction of 95 percent to a minimum depth of one (1) foot below finished subgrade. Compaction shall be as specified in Section 211-1.

301-2 UNTREATED BASE.

301-2.3 Compacting.

➤ REPLACE THE THIRD PARAGRAPH WITH THE FOLLOWING:

The relative compaction of each layer of compacted base material shall not be less than 95 percent. Compaction in excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 90 percent.

301-1.5 Grading of Areas Not To Be Paved.

➤ ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

The Contractor shall perform finishing activities concurrently and/or after completing all other construction activities.

Trim and shape graded areas without surfacing to smooth and uniform cross sections and slopes:

1. Between edge of shoulder and hinge point of slopes;
2. At medians.

For a graded roadbed without surfacing or pavement, trim and shape the entire roadbed to uniform cross sections and slopes.

Trim slopes of flow lines, gutters and earthen dikes without lining or surfacing to the required grade and cross section.

Do not stockpile material on finished pavement or allow material to drift across pavement. Clean finished pavement of dirt and foreign material.

Clear debris and obstructions from ditches and channels within the work area.

Clean out sewers, culverts, and other drainage facilities and appurtenant structures within the work area.

Remove debris and excess material adjacent to culverts, headwalls and endwalls, bridge ends, poles, posts, trees, or other objects and leave in a neat and orderly condition.

Remove from slopes any exposed material that might become loose such as rocks and roots.

Remove loose rock larger than 2-1/2 inches in maximum dimension from:

1. Between the edge of shoulder and hinge point of slopes;
2. Medians;

3. Finished roadbed.

Dispose of material resulting from finishing activities. If authorized by the Engineer, soil and rock resulting from finishing activities may be used along the roadway.

SECTION 302 – ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT.

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 the same asphalt concrete binder at an approximate rate of 0.25 L/m² (0.05 gallon per square yard) or SS-1h 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 of the same asphalt concrete binder 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.

303-5.3 Placing Concrete.

➤ ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

Concrete placement shall be effectively protected from freezing or frost for a period of 5 Days after placing. The protection shall provide a means to keep concrete warm to maintain a minimum temperature of 40°F (4.4°C) for the first 24 hour period.

When a period for more than three (3) successive days the average ambient daily air temperature drops below 40°F (4.4°C) and stays below 50°F (10°C) for more than one-half of any 24 hour period, curing for concrete for extended cold weather conditions shall be provided.

Concrete shall not be placed on frozen ground nor shall it be mixed or placed while the atmospheric temperature is below 35°F (2°C), unless adequate means are employed to heat the aggregates and water, and satisfactory provisions have been made for protecting the work.

Concrete shall not be placed on frozen ground, nor shall concrete be mixed or placed when the atmospheric temperature is below 35°F (2°C), or when conditions indicate that the temperature may fall to 35°F (2°C) within 24 hours, except with the written permission of the Engineer and only after such precautionary measures for the protection of the concrete have been taken as approved by the Engineer.

Concrete shall not be mixed or placed while the atmospheric temperature is above 115°F (46°C) unless adequate means are employed to cool the aggregate and water and satisfactory provisions have been made for protecting the work. In any case, the temperature of the concrete as placed shall not exceed 90°F (32°C).

Concrete placement shall be stopped when rainfall is sufficient to cause damage to the work.

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, street lights, 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 drive approaches, 8 inches thick under commercial drive approaches & 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.

303-5.9 Measurement and Payment.

- ADD THE FOLLOWING BEFORE THE FIRST SENTENCE:

Subgrade preparation conforming to the requirements of 301 and placement of crushed aggregate base shall be included in the Bid Proposal item for the construction of curbs, walks, gutters, cross gutters, alley intersections, access ramps, and drive approaches/driveways unless another bid item is specifically provided.

- REPLACE THE FIRST SENTENCE WITH:

Payment for subgrade preparation and the construction of concrete curbs, walks, gutters, cross gutters, alley intersections, access ramps, driveways, and crushed aggregate base will be made as shown in the Bid Proposal Form.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-2 DELIVERY, STORAGE, HANDLING, AND PROTECTION OF PIPELINE MATERIALS, FITTINGS, VALVES, AND APPURTENANCES.

306-2.8 Advanced Preparation before Connecting to Existing Pipelines.

- ADD THE FOLLOWING BEFORE THE FIRST PARAGRAPH:

The Contractor shall pothole all connection/tie in locations and utility crossings before the start of pipeline excavation/trenching activities.

306-8 PREFABRICATED PRESSURE PIPE.

306-8.9.2.3 Allowable Leakage.

- REPLACE THE ENTIRE SECTION WITH THE FOLLOWING:

No allowable leakage is permitted.

306-8.9.2.4 Test Procedure.

- REPLACE THE THIRD PARAGRAPH WITH:

The hydrostatic pressure test shall maintain 225 pounds per square inch (1552 kPa) for a two (2) hour minimum period. Following the hydrostatic pressure test, a leak test shall be performed and maintain 150 pounds per square inch (1035 kPa) for a two (2) hour minimum period. Zero pressure loss during the leak test is permitted.

- DELETE THE TENTH PARAGRAPH

- REPLACE THE ELEVENTH PARAGRAPH WITH:

The Contractor shall repair all leaks.

306-12 BACKFILL.

306-12.1 General.

- ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

Pipe zone bedding sand placed around rigid potable water pipe fittings shall be placed six (6) inches minimum above the highest fitting. Payment for bedding sand for open trench construction shall be included per the Contract Unit Price.

SECTION 314 – TRAFFIC STRIPING, CURB AND GUTTER PAVEMENT

MARKINGS, AND PAVEMENT MARKERS

314-2 REMOVAL OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-2.1 General.

- ADD THE FOLLOWING AFTER THE LAST PARAGRAPH:

Asphalt concrete pavement shall be considered damaged when a depression of more than 1/4 inch (6 mm) results. Damaged asphalt concrete pavement shall be patched with E-PG 64-10 asphalt concrete pavement conforming to 203-6 and 302-5 for two (2) lane roads. Damaged asphalt concrete pavement containing three (3) or more lanes shall be slurry sealed the entire width or at the direction of the Engineer. Repairs to damaged asphalt concrete pavement shall be performed at the Contractors expense.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General.

- REPLACE THE SECOND PARAGRAPH WITH:

The Contractor shall layout (CAT-TRACK) the traffic striping and pavement markings in accordance with the Plan and obtain the Engineer's approval prior to application of paint or thermoplastic.

314-4.4 Thermoplastic Traffic Striping and Pavement Markings.

314-4.4.4 Application.

- REPLACE THE THIRD PARAGRAPH IN ITS ENTIRETY WITH:

Thermoplastic material for traffic striping shall be applied at a minimum thickness of 0.098 inches (98 mils). Thermoplastic material for pavement markings shall be applied at minimum thickness of 0.150 inches (150 mils).

314-4.4.5 Measurement.

- REPLACE THE SECOND SENTENCE IN THE FIRST PARAGRAPH :

A double traffic stripe, consisting of 2, 4-inch or 6-inch wide, yellow stripes, will be measured as one (1) traffic stripe.

{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.

SECTION 400 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

400-1 GENERAL.

- ADD THE FOLLOWING BEFORE THE FIRST PARAGRAPH:

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 AFTER THE LAST PARAGRAPH:

The Contractor shall be solely responsible for the protection of all existing structures, fixtures, utilities and other improvements adjacent to and within the work zone from construction activities. Existing structures, fixtures, utilities and other improvements may or may not be shown or identified in the Contract Plan set(s). Damage caused by the Contractor’s failure to protect from construction activities to any existing structures, fixtures, utilities and other improvements to remain in place identified or not identified in the plan or specifications shall become the responsibility of the Contractor to restore, repair or replace at their own expense. The Contractor shall be responsible to provide adequate protection from potential damage for what ever means & methods utilized at the Contractor’s choosing.

- 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 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.

SECTION 401 REMOVAL

401-1 GENERAL.

➤ ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

Unless otherwise specified as a separate contract Bid Item, the Contractor shall include saw cutting of pavement, concrete pavement, reinforced concrete pavement, asphalt pavement, masonry, composite pavement or other structures incidental work to the demolition and removal of existing improvements within the Work area.

Stock piling of removed materials to be disposed is prohibited for longer than one (1) calendar day. Waste material shall be removed from the project Work area daily unless it is placed within a disposal dumpster. Waste disposal dumpsters shall be emptied a minimum of once a week or when filled.

SECTION 402 UTILITIES

402-1 LOCATION.

402-1.1 General.

➤ ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

The City and the Engineer assume no responsibility or liability with respect to the accuracy of the information provided for the location of subsurface installations as indicated on the Plans or in the work zone. Additionally, 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.

➤ ADD THE FOLLOWING AFTER THE SECOND PARAGRAPH:

The Contractor shall notify Underground Service Alert of Southern California (USA) at (800) 227-2600.

Some utility companies that may or will have facilities located in the Work Zone are:

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

➤ ADD THE FOLLOWING AFTER THE THIRD PARAGRAPH:

The Contractor shall physically locate subsurface installations below any excavation required for the Work. Every effort shall be made by the contractor to locate subsurface installations below any excavations laterally within five (5) feet of USA markings. If the subsurface installation cannot be located within this zone, the Contractor shall notify the Engineer, then contact USA and request markings be verified or corrected.

➤ ADD THE FOLLOWING AFTER THE FOURTH PARAGRAPH:

The Contractor shall locate all marked subsurface installations and identify all conflicts within a work zone. Suspending location operations within a work zone when a potential conflict is identified with one or more subsurface installations is prohibited. The Contractor shall notify the Engineer of each potential conflict as they are discovered and continue to locate mark utilities until all of them have been found in accordance with the standard specifications and these special provisions.

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.

402-1.2 Payment.

➤ ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH

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.

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.

402-4 RELOCATION.

➤ ADD THE FOLLOWING:

The following utilities will be relocated as part of this project:

- Seventh Ave Rezone water main indicated per Plan and Specifications, WP-1431a.
- Southern California Edison overhead lines to be placed underground from STA 57+70 to STA 69+20 (Rule 20A) by others.
- Charter Communications overhead line to be placed underground from STA 57+70 to STA 69+20 by others.

402-6 Cooperation.

➤ 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) City of Victorville 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 and;
- l) Other agencies as needed.

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 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL.

➤ ADD THE FOLLOWING:

Temporary traffic control (TTC) for construction activities shall be the Contractor’s responsibility. The Contractor shall develop, implement, operate, maintain and remove TTC devices over the project duration per temporary traffic control plans (TCP) approved by the Engineer for each stage of construction until all the Work is substantially complete. If the Contractor alters TTC in place that changes traffic patterns without conforming to a pre-approved TCP, a fine will be issued to the Contractor for each violation of \$2,500.00. Failure of the Contractor to adequately operate and maintain TTC over the duration of construction may result in additional fines of \$1,000.00 per day.

The TCP shall provide one open lane at all times in each direction of traffic on arterial roads (high-capacity roads).

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.

Additional Requirements:

- a) If existing traffic signs are to be removed, the Contractor shall deliver all such signs and posts to the Public Works yard.
- b) The Engineer reserves the right to observe the TCP in use and to request changes be made to accommodate field conditions or safety concerns.
- c) 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.
- d) The Contractor shall notify School Districts 10 working days prior to the start of construction if relocation of a school bus stop is required.
- e) 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.
- f) 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.
- g) PCMS or special information signs shall be set up a minimum of fourteen (14) days in advance of construction activities to alert the public of forthcoming construction activities.
- h) The Contractor shall issue a media alert 48 hours in advance of the setup TTC or changes to be made in TTC patterns.
- i) Coordinate with all agencies listed in Section 402-6 of the Special Provisions.

601-3.7 Traffic Sign Enhancement Devices.

601-3.7.5 Portable Changeable Message Signs (PCMS).

➤ ADD THE FOLLOWING:

PCMS shall display a minimum of three (3) lines of 18" high text.

{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.

Landscaping standards contained in the City of Victorville Community Services Irrigation and Landscape Specifications shall supersede any standard within this specification. All other work not discussed in the City Standards, but contained in the Standard Specifications within this section shall be followed.

{END of PART 8}

END of SPECIAL PROVISIONS}



SECTION B: NOT USED

OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1 PROJECT 60134

{END OF SPECIFICATION}



**SECTION C:
NOT USED**

**OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1
PROJECT 60134**

{END OF SPECIFICATION}



SECTION D: BID PROPOSAL DOCUMENTS

OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1 PROJECT 60134

**THE PROPOSAL
OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, PROJECT CC23-051**

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

The undersigned hereby proposes to perform all Work for which a Contract may be awarded and to furnish any and all plant, labor, services, materials, tools equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents (as that term is defined in the Standard Specifications) and to do everything required therein for the construction of the:

OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, PROJECT CC23-051

together with appurtenances thereto; all as set forth in the Contract Documents;

A () Cashier's Check () Certified Check () Bid Bond properly made payable to the City of Victorville ("City") or (..) Cash, In the amount 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 bid guarantee.

IT IS UNDERSTOOD AND AGREED THAT:

- 1. The undersigned has carefully examined all the Contract Documents which will form a part of the construction Contract 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 acknowledged as follows:

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, of such revision has been included in the TOTAL BASE BID amount set forth in the Bid Schedule. If NONE, WRITE "NONE" ON THE FIRST LINE. **PLEASE SUBMIT THE SIGNED BIDDER ACKNOWLEDGMENT PAGE FROM EACH ADDENDUM ALONG WITH THIS PROPOSAL**

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

- 2. The undersigned has by investigation of the Project Site 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 Bid Proposal and he/she further understands the City of Victorville will in no way be responsible for any errors or omissions in the preparation of this Bid Proposal; and
- 4. The undersigned proposes and agrees that, upon Bid Proposal acceptance and award, he/she will contract in the form and manner stipulated to perform all the Work called for by the Contract Documents for the above-referenced Project, and to complete all such Work in strict conformity therewith within the time limits set forth therein, and he/she will accept as full payment therefor the prices set forth in the Bid Schedule(s) which are a part of this Bid Proposal; and
- 5. This Bid Proposal shall be good and shall not be modified, withdrawn, or cancelled by the undersigned for a period of ninety (90) calendar days after the City's opening of bids; and
- 6. The undersigned will execute the Contract and furnish the required Performance and Payment Bonds, a City business license, and proof of the required insurance coverage and endorsements within ten (10) Business Days

after notice to him/her of acceptance of his bid by the City, and failure to do so shall result in a forfeiture of the Bid Guaranty to the City; and

7. The undersigned hereby certifies that all items listed below are checked, fully completed, executed, and hereby submitted with this Bid Proposal. By checking each item listed below the undersigned certifies that he/she understands that failure to complete and/or submit any of the required documents may be cause for rejection of his/her Bid Proposal.

- ___ The Bid Proposal
- ___ Bid Schedule Instructions
- ___ Bid Schedule
- ___ Contractor Qualification Statement
- ___ Bidder Identification
- ___ PCC 10285.1 Statement
- ___ PCC 10182 Questioner
- ___ Workers' Compensation Certificate
- ___ List of Subcontractors
- ___ IIPP/CSP Affidavit
- ___ Bid Guaranty (Cashier's Check, or Bidder's Bond equal to 10% of Total Base Bid)
- ___ Non-Collusion Declaration
- ___ SB 854 Certification and proof of DIR registration
- ___ Debarred Certification Acknowledgement

8. The undersigned hereby certifies that he/she has the authority to offer this Bid Proposal to the City for the individual or company listed herein. The undersigned further certifies that he/she has the authority to bind this company or individual to a Contract should this Bid Proposal be accepted by the City.

9. In accordance with Business and Professions Code Section 7028.15, Bidder certifies, that the information contained in subsections 9.1 and 9.2, below, is true and correct. Any bidder who is not licensed in accordance with the Business and Professions Code, and in accordance with the Invitation for Bids, shall be considered non-responsive and shall be rejected by the City.

9.1 State Contractor's License No. and Class _____.

9.2 Original date license issued: _____; License expiration date _____.

Bidder acknowledges that his/her signature on this Bid Proposal constitutes a certification under penalty of perjury under the laws of the State of California and the United States of America, that the attached "Noncollusion Declaration" required by 23 USC Section 112 and Public Contract Code Section 7106; and the attached "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" provided under 2 CFR Parts 200 and 180 are true and correct.

Signature

Company Name

Printed Name

Title

**EXPLANATION OF BID ITEMS ACCOMPANYING THE BID SCHEDULE
OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, PROJECT CC23-051**

DESCRIPTION OF WORK

The Work includes all items and references listed in the Contract Documents as defined by the Standard Specifications and Special Provisions. The scope of work may include but is not necessarily limited to:

- Temporary traffic control;
- Construction of PCC curb, gutter, drive approaches, spandrels, cross gutters, ramps & sidewalk;
- Construction of PCC & AC driveways;
- Unclassified excavation & subgrade preparation and;
- Construction of asphalt concrete pavement

PROJECT WORK AREA. The Work area is located along various streets in the City of Victorville in an area referenced as Old Town Victorville, County of San Bernardino, State of California. Prospective bidders are encouraged to visit the project location to better familiarize themselves with the area and incidental work associated with the explanation of bid item Work listed herein.

BID PROPOSAL LINE ITEM DESCRIPTIONS.

Schedule A is composed of bid item work covering all work. Bid items listed in Schedule B, C & D are associated with “**OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1**” drawing number S-903. The Bid Line Item descriptions are as follows:

SCHEDULE A – GENERAL

1) Mobilization & Demobilization

The Contractor shall consider work per §7-3.4 to be included in mobilization.

2) Authorized Work

A pre-determined amount is included in the Bid Proposal Form for authorized work, §7-3.10. Use of this bid item will be authorized only by the Engineer for potential: increased quantities, new work, unforeseen work, or a change in the character of work required to complete the project. It can only be used, if needed, as directed and approved in writing by the Engineer before any work is performed. Unutilized funds remaining in this bid item will be deducted from the Contract in a contract change order upon project completion.

3) Temporary Traffic Control Plan

The Contractor shall submit temporary traffic control plans (TCP) for approval per the requirements of the latest edition of the CA MUTCD, and §600-601. One or more approved TCPs shall cover each stage of construction the Contractor chooses to implement to complete the scope of Work at each location.

4) Temporary Traffic Control Operation & Maintenance

The Contractor shall implement, operate, maintain and remove temporary traffic control devices per approved TCPs, including items listed in §601.3-5, §601-3.6, §601-3.7 (not otherwise listed in a separate bid item), §601-4 and §601-6.

5) Traffic Sign Enhancement Devices, PCMS

The Contractor shall provide full sized portable changeable message signs (CMS) per §601-3.7.5 to be use with other temporary traffic control devices for the full duration of the project. This bid item contains an allowance of not to exceed the quantity listed in the bid schedule without authorization from the Engineer.

6) Traffic Sign Enhancement Devices, Flashing Arrow Signs

The Contractor shall provide full sized flashing arrow signs per §601-3.7.6 of the Specifications to be used with other temporary traffic control devices for the full duration of the project. This bid item contains an allowance of not to exceed the quantity listed in the bid schedule without authorization from the Engineer.

7) Worksite Maintenance, Water Pollution Control

The Contractor shall include all Work associated with subsections 1 through 4 of §3-12 for the duration of the project. The Contractor shall also implement and continually maintain construction site Best Management Practices (BMPs) Maintenance may include labor and materials for the replacement of deficient BMPs or BMPs that are no longer effective due to wear or as directed by a Public Works Inspector, or Engineer. The Contractor shall modify BMPs as required to accommodate storm events throughout the duration of the Project. BMPs impacted by a rainfall storm event shall be removed, monitored, repaired, replaced and or restored as required during the event to minimize pollution of storm water and obstruction of flows.

8) Utility Location & Protection

The Contractor shall locate and protect all known utilities in accordance with §402.

9) Remove & Dispose PCC Curb & Gutter

The Contractor shall saw cut, demolish and dispose of the existing concrete improvements identified in the Plan per §3-12 & §401.

10) Remove & Dispose PCC Cross Gutter/Spandrel

The Contractor shall saw cut, demolish and dispose of the existing concrete cross gutter and/or spandrel with curb as indicated in the Plan per §3-12 & §401. This work may involve partial or full demolition and disposal of cross gutters and/or spandrels. Spandrels to be removed include associated monolithic curbs.

11) Remove & Dispose PCC Curb Ramp/Sidewalk

The Contractor shall saw cut, demolish and dispose of the existing concrete improvements identified in the Plan per §3-12 & §401. This work may involve partial or full demolition and disposal of cross gutters and/or spandrels. Spandrels to be removed include associated monolithic curbs.

12) Remove & Dispose PCC Drive Approach/Driveway

The Contractor shall saw cut, demolish and dispose of the existing concrete improvements identified in the Plan per §3-12 & §401.

13) Remove & Dispose AC Drive Approach/Driveway

The Contractor shall saw cut, demolish and dispose of the existing AC concrete improvements identified in the Plan per §3-12 & §401.

14) Remove & Dispose 1' Wide Slot Cut In Existing AC Pavement

The Contractor shall saw cut, remove and dispose a minimum one (1) foot wide slot cut of asphalt concrete pavement in front of and adjacent to curb & gutter to be removed and replaced per §3-12 & §401. The slot cut shall not exceed the length of the concrete segment to be removed and replaced.

15) Relocate Mailbox

The Contractor shall relocate the mailbox as indicated on the Plan. The new location of the mailbox shall be offset six (6) to eight (8) inches from the face of curb. The bottom of the mailbox shall be 41" to 45" from the finished surface. The Contractor shall install a new 4"x4" painted steel post. The

Contractor shall coordinate with the United States Postal Service as necessary for the relocation of the existing mailbox or mailbox cluster to determine the appropriate location.

16) Relocate Sign

The Contractor shall remove and relocate the existing sign, as indicated in the Plan to a new location as directed by Traffic Engineering. The Contractor shall replace the existing breakaway anchor sleeve with a new unit and dispose of the old one.

17) Construct 6" PCC Curb & Gutter Per City Std S-01

The Contractor shall construct a PCC curb & gutter as indicated in the Plan per City of Victorville Std Dwg S-01 and §303. This work shall include variable height work up to six (6) inch max curb & gutter for drive approaches and curb ramps. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base material per §301-1 to §301-2 prior to placement of concrete.

18) Construct 8" PCC Curb & Gutter Per City Std S-01

The Contractor shall construct a PCC curb & gutter as indicated in the Plan per City of Victorville Std Dwg S-01 and §303. This work shall include variable height work up to eight (8) inch max curb & gutter for drive approaches and curb ramps. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base material per §301-1 to §301-2 prior to placement of concrete.

19) Construct 6" PCC Curb Per City Std S-09

The Contractor shall construct a 6" PCC curb indicated in the Plan per City of Victorville Std Dwg S-09 and §303. This work shall include variable height work up to six (6) inch max. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base material per §301-1 to §301-2 prior to placement of concrete.

20) Construct PCC Sidewalk Per City Std S-04

The Contractor shall construct a sidewalk as indicated in the Plan per City Std Dwg S-04 and §303. The contractor shall perform, earthwork, subgrade preparation, furnish and place 4" of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

21) Construct 6" PCC Pavement

The Contractor shall construct a 6" thick PCC pavement per §303 as indicated in the Plan. The class of concrete shall be 560-C-3250. The contractor shall perform the earthwork & subgrade preparation per §300, §301-1 prior to placement of concrete. The earthwork shall include any cutting, filling and export of material from the driveway footprint and side slopes as shown on the plan.

22) Construct 4.0" AC Pavement C2-PG 64-10 R10 Slot Repair

The Contractor shall repair the slot cuts with a minimum of 4.0 inches of compacted asphalt concrete (AC) per §302-5. The class and grade for the AC shall comply with §203-6 for C2-PG 64-10-R10. A tack coat of SS-h1 shall also be applied to any cold joint surface per §302-5.4. The contractor shall perform earthwork, subgrade preparation for the slot cut repair per §301-1.

SCHEDULE B – 2ND STREET IMPROVEMENTS

23) Construct Curb Ramp Per Ramp Detail No. 1

The Contractor shall construct a curb ramp with a 6" curb per "Ramp Detail No. 1" as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing and ramp. The contractor shall perform earthwork, subgrade preparation, furnish and place 4" of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

24) Construct Curb Ramp Per Ramp Detail No. 2

The Contractor shall construct a curb ramp with a 6" curb per "Ramp Detail No. 1" as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing and ramp. The contractor shall perform earthwork, subgrade preparation, furnish and place 4" of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

25) Construct PCC Spandrel & Curb Per City Std S-05

The Contractor shall construct a monolithic spandrel and eight (8) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

26) Construct PCC Residential Drive Approach, APN 0478-243-04

The Contractor shall construct a modified residential PCC Type 2 drive approach as indicated in the Plan per §303 at 15558 2nd Street. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

27) Construct PCC Residential Drive Approach, APN 0478-243-03

The Contractor shall construct a modified residential PCC Type 1 drive approach as indicated in the Plan per §303 at 15564 2nd Street. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

28) Construct PCC Residential Drive Approach, APN 0478-243-11

The Contractor shall construct a modified residential PCC Type 2 drive approach as indicated in the Plan per §303 at 15574 2nd Street. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

SCHEDULE C – 4TH STREET IMPROVEMENTS

29) Construct Curb Ramp Per Ramp Detail No. 3

The Contractor shall construct a City of Victorville Std Dwg S-11 PCC Type C curb ramp per "Ramp Detail No. 3" as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, ramp and retaining curb. The contractor shall perform earthwork, subgrade preparation, furnish and place 4" of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

30) Construct Curb Ramp Per Ramp Detail No. 4

The Contractor shall construct a City of Victorville Std Dwg S-11 PCC Type D curb ramp with curbs per "Ramp Detail No. 4" as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, ramp and retaining curb. The contractor shall perform earthwork, subgrade preparation, furnish and place 4" of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

31) Construct PCC Spandrel & Curb Per City Std S-05, APN 0478-236-06

The Contractor shall construct a monolithic spandrel and six (6) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

32) Construct PCC Spandrel & Curb Per City Std S-05, APN 0478-236-05

The Contractor shall construct a monolithic spandrel and six (6) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

33) Construct PCC Residential Drive Approach, APN 0478-236-05

The Contractor shall construct a modified residential Type 1 PCC drive approach as indicated in the Plan per §303 at 15612 4th Street. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

34) Construct PCC Commercial Drive Approach, APN 0478-236-22

The Contractor shall construct a modified commercial Type 3 PCC drive approach as indicated in the Plan per §303 at 16745 4th Street. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

35) Construct 4" PCC Driveway, APN 0478-236-05

The Contractor shall construct a 4" thick PCC driveway per §303 at 15612 4th Street. The class of concrete shall be 520-A-2500. The contractor shall perform the earthwork & subgrade preparation per §300, §301-1 prior to placement of concrete. The earthwork shall include any cutting, filling and export of material from the driveway footprint and side slopes as shown on the plan.

36) Adjust Monitoring Well Cover To Grade

The Contractor shall adjust the monitoring well cover to the finished surface of the proposed improvement.

SCHEDULE D – 5TH STREET IMPROVEMENTS

37) Construct Curb Ramp Per Ramp Detail No. 5

The Contractor shall construct a curb ramp with a 6" curb per "Ramp Detail No. 5" as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, retaining curb and ramp. The contractor shall perform earthwork, subgrade preparation, furnish and place 4" of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

38) Construct Curb Ramp Per Ramp Detail No. 6

The Contractor shall construct a City of Victorville Std Dwg S-11 PCC Type C curb ramp with a 6" curb per "Ramp Detail No. 6" as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, ramp and retain curb. The contractor shall perform earthwork, subgrade preparation, furnish and place 4" of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

39) Construct PCC Spandrel & Curb Per City Std S-05

The Contractor shall construct a monolithic spandrel and eight (8) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

40) Construct PCC Residential Drive Approach, APN 0478-234-06

The Contractor shall construct a modified residential PCC Type 1 drive approach as indicated in the Plan per §303 at 15558 5th Street. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

41) Construct PCC Residential Drive Approach, APN 0478-234-04

The Contractor shall construct a modified residential PCC Type 1 drive approach as indicated in the Plan per §303 at 15564 5th Street. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

42) Construct PCC Residential Drive Approach, APN 0478-234-03

The Contractor shall construct a modified residential PCC Type 1 drive approach as indicated in the Plan per §303 at 15578 5th Street. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

43) Construct PCC Residential Drive Approach, APN 0478-234-02

The Contractor shall construct a modified residential PCC Type 2 drive approach as indicated in the Plan per §303 at 15584 5th Street. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

44) Construct PCC Residential Drive Approach, APN 0478-234-01

The Contractor shall construct a City of Victorville Std Dwg S-02 modified residential PCC drive approach as indicated in the Plan per §303 at 16787 5th Street. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

45) Construct 4" PCC Driveway, APN 0478-234-06

The Contractor shall construct a 4" thick PCC driveway per §303 at 15558 5th Street. The class of concrete shall be 520-A-2500. The contractor shall perform the earthwork & subgrade preparation per §300, §301-1 prior to placement of concrete. The earthwork shall include any cutting, filling and export of material from the driveway footprint and side slopes as shown on the plan.

46) Construct 4" PCC Driveway, APN 0478-234-04

The Contractor shall construct a 4" thick PCC driveway per §303 at 15564 5th Street. The class of concrete shall be 520-A-2500. The contractor shall perform the earthwork & subgrade preparation per §300, §301-1 prior to placement of concrete. The earthwork shall include any cutting, filling and export of material from the driveway footprint and side slopes as shown on the plan.

47) Construct 4" PCC Driveway, APN 0478-234-03

The Contractor shall construct a 4" thick PCC driveway per §303 at 15578 5th Street. The class of concrete shall be 520-A-2500. The contractor shall perform the earthwork & subgrade preparation

per §300, §301-1 prior to placement of concrete. The earthwork shall include any cutting, filling and export of material from the driveway footprint and side slopes as shown on the plan.

48) Construct 4" PCC Driveway, APN 0478-234-02

The Contractor shall construct a 4" thick PCC driveway per §303 at 15584 5th Street. The class of concrete shall be 520-A-2500. The contractor shall perform the earthwork & subgrade preparation per §300, §301-1 prior to placement of concrete. The earthwork shall include any cutting, filling and export of material from the driveway footprint and side slopes as shown on the plan.

SCHEDULE E – FORREST AVE IMPROVEMENTS

49) Construct Curb Ramp Per Ramp Detail No. 7

The Contractor shall construct a curb ramp with a 6" curb per "Ramp Detail No. 5" as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, retaining curb and ramp. The contractor shall perform earthwork, subgrade preparation, furnish and place 4" of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

50) Construct PCC Spandrel & Curb Per City Std S-05

The Contractor shall construct a monolithic spandrel and eight (8) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

51) Construct PCC Residential Drive Approach, APN 0478-094-11

The Contractor shall construct a modified residential PCC Type 2 drive approach as indicated in the Plan per §303 at 16726 Forrest Avenue. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

52) Construct 4" PCC Driveway, APN 0478-094-11

The Contractor shall construct a 4" thick PCC driveway per §303 at 16726 Forrest Avenue. The class of concrete shall be 520-A-2500. The contractor shall perform the earthwork & subgrade preparation per §300, §301-1 prior to placement of concrete. The earthwork shall include any cutting, filling and export of material from the driveway footprint and side slopes as shown on the plan.

SCHEDULE F – A STREET IMPROVEMENTS

53) Construct Curb Ramp Per Ramp Detail No. 8

The Contractor shall construct a curb ramp with a 6" curb per "Ramp Detail No. 8" as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, retaining curb and ramps. The contractor shall perform earthwork, subgrade preparation, furnish and place 4" of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

54) Construct Curb Ramps Per Ramp/Alley Detail No. 9

The Contractor shall construct a curb ramp per "Ramp Detail No. 9" as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, ramp. The contractor shall perform earthwork, subgrade preparation, furnish and place 4" of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

55) Construct Curb Ramp Per Ramp Detail No. 10

The Contractor shall construct a curb ramp with a 6" curb per "Ramp Detail No. 10" as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, retaining curb and ramps. The contractor shall perform earthwork, subgrade preparation, furnish and place 4" of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

56) Construct PCC Spandrel & Curb Per City Std S-05

The Contractor shall construct a monolithic spandrel and six (6) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

57) Construct PCC Spandrel & Curb Per City Std S-05

The Contractor shall construct a monolithic spandrel and six (6) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

58) Construct PCC Residential Drive Approach, APN 0478-094-02

The Contractor shall construct a modified residential PCC Type 2 drive approach as indicated in the Plan per §303 at 16765 A Street. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

59) Construct 4" PCC Driveway, APN 0478-094-02

The Contractor shall construct a 4" thick PCC driveway per §303 at 16765 A Street. The class of concrete shall be 520-A-2500. The contractor shall perform the earthwork & subgrade preparation per §300, §301-1 prior to placement of concrete. The earthwork shall include any cutting, filling and export of material from the driveway footprint and side slopes as shown on the plan.

SCHEDULE G – A STREET IMPROVEMENTS

60) Construct Curb Ramp Per Ramp Detail No. 11

The Contractor shall construct a curb ramp per "Ramp Detail No. 11" as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, and ramp. The contractor shall perform earthwork, subgrade preparation, furnish and place 4" of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

61) Construct PCC Spandrel & Curb Per City Std S-05

The Contractor shall construct a monolithic spandrel and six (6) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

62) Construct PCC Commercial Drive Approach, APN 0478-098-02

The Contractor shall construct a City of Victorville Std S-03 modified PCC commercial drive approach as indicated in the Plan per §303 at 16821 A Street. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

SCHEDULE H – A STREET IMPROVEMENTS

63) Construct Curb Ramp Per Ramp Detail No. 12

The Contractor shall construct a curb ramp per “Ramp Detail No. 12” as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, and ramps. The contractor shall perform earthwork, subgrade preparation, furnish and place 4” of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

64) Construct Curb Ramps Per Ramp/Alley Detail No. 13

The Contractor shall construct a City of Victorville Type B PCC curb ramp per “Ramp Detail No. 13” as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, ramp. The contractor shall perform earthwork, subgrade preparation, furnish and place 4” of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

65) Construct PCC Spandrel & Curb Per City Std S-05, ALLEY

The Contractor shall construct a monolithic spandrel and six (6) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

66) Construct PCC Commercial Drive Approach, APN 0478-101-14

The Contractor shall construct a modified City of Victorville Std S-03 PCC commercial drive approach as indicated in the Plan per §303 at 15492 A Street. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

67) Construct PCC Residential Drive Approach, APN 0478-101-03

The Contractor shall construct a modified City of Victorville Std S-02 PCC residential drive approach as indicated in the Plan per §303 on A Street. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

68) Construct PCC Residential Drive Approach, APN 0478-101-04

The Contractor shall construct a modified City of Victorville Std S-02 PCC residential drive approach as indicated in the Plan per §303 at 16889 A Street. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

69) Replace Water Meter Box Per City Std W-01

The Contractor shall remove, replace and adjust the water meter box per City Std Dwg W-01 and § 212-10. The box shall comply with the City of Victorville Water District’s approved material list.

SCHEDULE I – B STREET IMPROVEMENTS

70) Construct Curb Ramp Per Ramp Detail No. 14

The Contractor shall construct a modified City of Victorville Std S-11 Type D PCC curb ramp per “Ramp Detail No. 14” as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing,

retaining curbs and ramp. The contractor shall perform earthwork, subgrade preparation, furnish and place 4" of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

71) Construct Curb Ramps Per Ramp Detail No. 15

The Contractor shall construct a modified City of Victorville Type C PCC curb ramp per "Ramp Detail No. 15" as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, retaining curb and ramps. The contractor shall perform earthwork, subgrade preparation, furnish and place 4" of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

72) Construct PCC Spandrel & Curb Per City Std S-05, ALLEY

The Contractor shall construct a monolithic spandrel and six (6) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

73) Construct PCC Residential Drive Approach, APN 0478-231-16

The Contractor shall construct a modified City of Victorville Std S-02 PCC residential drive approach as indicated in the Plan per §303 at 16761 B Street. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

74) Construct PCC Residential Drive Approach, APN 0478-231-01

The Contractor shall construct a modified PCC residential drive approach, Type 1, as indicated in the Plan per §303 on 15544 5th Street. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

75) Replace Water Meter Box Per City Std W-01

The Contractor shall remove, replace and adjust the water meter box per City Std Dwg W-01 and § 212-10. The box shall comply with the City of Victorville Water District's approved material list.

SCHEDULE J – C STREET IMPROVEMENTS

76) Remove Fence/Gate

The Contractor shall remove and dispose of the wrought iron fence and gate in the public right of way as indicated in the Plan.

77) Construct Curb Ramp Per Ramp Detail No. 17

The Contractor shall construct a modified City of Victorville Std S-11 Type C PCC curb ramp per "Ramp Detail No. 17" as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, retaining curbs and ramp. The contractor shall perform earthwork, subgrade preparation, furnish and place 4" of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

78) Construct Curb Ramps Per Ramp Detail No. 18

The Contractor shall construct a modified City of Victorville Std S-11 Type C PCC curb ramp per "Ramp Detail No. 18" as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, retaining curb and ramps. The contractor shall perform earthwork, subgrade preparation, furnish and place 4" of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

79) Construct PCC Spandrel & Curb Per City Std S-05, APN 0478-245-07

The Contractor shall construct a monolithic spandrel and six (6) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

80) Construct PCC Spandrel & Curb Per City Std S-05, APN 0478-245-18

The Contractor shall construct a monolithic spandrel and six (6) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

81) Construct PCC Commercial Drive Approach, APN 0478-245-07

The Contractor shall construct a modified City of Victorville Std S-03 commercial drive approach as indicated in the Plan per §303. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

SCHEDULE K – C STREET IMPROVEMENTS

82) Construct Curb Ramp Per Ramp Detail No. 19

The Contractor shall construct a modified City of Victorville Std S-11 Type C PCC curb ramp per “Ramp Detail No. 19” as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, retaining curbs and ramps. The contractor shall perform earthwork, subgrade preparation, furnish and place 4” of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

83) Construct Curb Ramps Per Ramp Detail No. 20

The Contractor shall construct a PCC curb ramp per “Ramp Detail No. 20” as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, retaining curb and ramp. The contractor shall perform earthwork, subgrade preparation, furnish and place 4” of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

84) Construct Curb Ramp Per Ramp Detail No. 20

The Contractor shall construct a modified City of Victorville Std S-11 Type C PCC curb ramp per “Ramp Detail No. 20” as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, retaining curbs and ramp. The contractor shall perform earthwork, subgrade preparation, furnish and place 4” of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

85) Construct PCC Spandrel & Curb Per City Std S-05, APN 0478-235-04

The Contractor shall construct a monolithic spandrel and six (6) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

86) Construct PCC Spandrel & Curb Per City Std S-05 Per Alley Detail 20

The Contractor shall construct a monolithic spandrel and six (6) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

87) Construct PCC Spandrel & Curb Per City Std S-05, APN 0478-205-03

The Contractor shall construct a monolithic spandrel and six (6) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

88) Remove and Dispose Tree Stump

The Contractor shall remove and dispose of the tree stump as indicated in the Plan per §300-1.

SCHEDULE L – C STREET IMPROVEMENTS

89) Remove Fence/Gate

The Contractor shall remove and dispose of the fence located in the public right of as indicated in the Plan.

90) Construct Curb Ramps Per Ramp Detail No. 22 (F)

The Contractor shall construct PCC curb ramps per “Ramp Detail No. 22” as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, retaining curb and ramp. The contractor shall perform earthwork, subgrade preparation, furnish and place 4” of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

91) Construct Curb Ramp Per Ramp Detail No. 23 (F)

The Contractor shall construct a modified City of Victorville Std S-11 Type C PCC curb ramp per “Ramp Detail No. 23” as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, retaining curbs and ramps. The contractor shall perform earthwork, subgrade preparation, furnish and place 4” of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

92) Construct PCC Spandrel & Curb Per City Std S-05, APN 0478-205-11

The Contractor shall construct a monolithic spandrel and six (6) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

93) Construct PCC Spandrel & Curb Per City Std S-05, APN 0478-205-13

The Contractor shall construct a monolithic spandrel and six (6) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

94) Construct PCC Residential Drive Approach, APN 0478-205-11

The Contractor shall construct a modified City of Victorville Std S-02 PCC residential drive approach as indicated in the Plan per §303. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

95) Construct PCC Residential Drive Approach, APN 0478-205-13

The Contractor shall construct a modified City of Victorville Std S-02 PCC residential drive approach as indicated in the Plan per §303. The approach is the area enclosed by the expansion joints adjacent to the sidewalk, back face of curb & gutter including wings, ramps, ADA compliant bypass and property line. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

96) Construct 4” PCC Driveway, APN 0478-205-13

The Contractor shall construct a 4” thick PCC driveway per §303. The class of concrete shall be 520-A-2500. The contractor shall perform the earthwork & subgrade preparation per §300, §301-1 prior to placement of concrete. The earthwork shall include any cutting, filling and export of material from the driveway footprint and side slopes as shown on the plan.

SCHEDULE M – C STREET IMPROVEMENTS

97) Construct Curb Ramps Per Ramp Detail No. 24 (F)

The Contractor shall construct a modified City of Victorville Std S-11 Type C per “Ramp Detail No. 24” as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, retaining curb and ramps. The contractor shall perform earthwork, subgrade preparation, furnish and place 4” of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

98) Construct Curb Ramps Per Ramp Detail No. 25 (F)

The Contractor shall construct a PCC curb ramp per “Ramp Detail No. 25” as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, retaining curbs and ramps. The contractor shall perform earthwork, subgrade preparation, furnish and place 4” of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

99) Construct Curb Ramps Per Ramp Detail No. 26 (F)

The Contractor shall construct a modified City of Victorville Std S-11 Type B per “Ramp Detail No. 26” as indicated in the Plan and §303. The curb ramp is the area enclosed by the grade breaks from the sidewalk and back face of curb & gutter, including truncated dome landing, retaining curb and ramps. The contractor shall perform earthwork, subgrade preparation, furnish and place 4” of crushed aggregate base (§200-2.2) per §301-1 to §301-2 prior to placement of concrete.

100) Construct PCC Spandrel & Curb Per City Std S-05, APN 0478-203-07

The Contractor shall construct a monolithic spandrel and six (6) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

101) Construct PCC Spandrel & Curb Per City Std S-05, APN 0478-203-16

The Contractor shall construct a monolithic spandrel and six (6) inch curb per City Std S-05 as indicated in the Plan and §303-5. The contractor shall perform earthwork, subgrade preparation, furnish and place untreated base materials per §301-1 to §301-2 prior to placement of concrete.

102) Replace Water Meter Box Per City Std W-01

The Contractor shall remove, replace and adjust the water meter box per City Std Dwg W-01 and § 212-10. The box shall comply with the City of Victorville Water District’s approved material list.

BID SCHEDULE INSTRUCTIONS
OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, PROJECT CC23-051

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

The bidder shall set forth for each item of work, in clearly printed figures, the unit price and item total cost for each item in the respective spaces provided in the Bid Schedule. In the case of unit basis items, the amount set forth under the "Item Total Cost" column shall be the product of the "unit price" for that item and the estimated quantity for the item.

The estimated quantities for unit price items are for purposes of comparing bids only and the City makes no representation that the actual quantities of Work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of Work performed based upon the unit price.

In case of a discrepancy between numeric and spelled-out amounts, the spelled-out amount shall prevail. In case of a discrepancy between the unit price and the item total cost set forth for a lump sum basis item, the amount set forth in the "Item Total Cost" column shall prevail.

In case of discrepancy between the unit price and the amount set forth in the "Item Total Cost" column for a unit basis item, the amount set forth in the "Unit Price" column shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Total Cost" column, then the amount set forth in the "Item Total Cost" 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 .

If both the amounts in the "Unit Price" and "Item Total Cost" columns are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular and subject to rejection. Likewise, if the amount in the "Item Total Cost" column for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular and rejected unless the project being bid has only a single bid item and a clear, readable total bid amount 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 cost or lump sums. Written unit prices, item total costs, 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 costs 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 cost, the items total cost shall prevail.

For purposes of evaluating and awarding bids, the City will correct any apparent errors in the extension of unit prices as listed in the "Item Total Cost" column and any apparent errors in the addition of lump sum or extended unit prices, including correction of the Total Base Bid amount, if correction of the foregoing described apparent errors so warrant.

The foregoing provisions for the resolution of specific irregularities or correction of apparent errors 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 Project. 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.

The quantities shown on the Bid Schedule are approximate only. They are listed as a general indication of the amount of work to be performed or materials to be furnished and as a basis for the comparison of submitted Bids. The Contractor will be paid for the actual quantities of work completed based on field measurements. The City reserves the right to increase or decrease the amount of any item or portion of

work to be performed or material furnished, or to delete any item, in accordance with the Specifications and Special Provisions.

Contractor: _____
[printed name] [signature] [date]

**BID SCHEDULE
OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, CC23-051**

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. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and other Contract Documents for the price set forth in the following schedules:

SCHEDULE A – GENERAL

Bid Item #	Ref Spec § / Plan #	Bid Item Description	Approx. Quantity	Unit Price	Total Cost
1	§7-3.4	MOBILIZATION & DEMOBILIZATION	1 LS		
2	§7-3.10	AUTHORIZED WORK	1 LS	\$75,000.00	\$75,000.00
3	§600,601	TEMPORARY TRAFFIC CONTROL PLAN	1 LS		
4	§600,601	TEMPORARY TRAFFIC CONTROL OPERATION AND MAINTENANCE	1 LS		
5	§601-3.7.5	TRAFFIC SIGN ENHANCEMENT DEVICES, PCMS	4 EA		
6	§601-3.7.6	TRAFFIC SIGN ENHANCEMENT DEVICES, FLASHING ARROW SIGNS	4 EA		
7a	§401	WORKSITE MAINTENANCE, WATER POLLUTION CONTROL	1 LS		
7b	§401	PLACE CONCRETE WASHOUT	1 LS		
7c	§401	STREET SWEEPING & VACUUMING	1 LS		
8	§402	UTILITY LOCATION & PROTECTION	1 LS		
9	§3-12, 401	REMOVE & DISPOSE PCC CURB & GUTTER	1,146 LF		
10	§3-12, 401	REMOVE & DISPOSE PCC CROSS GUTTER/SPANDREL	2,109 SF		
11	§3-12, 401	REMOVE & DISPOSE PCC CURB RAMP/SIDEWALK	2,144 SF		
12	§3-12, 401	REMOVE & DISPOSE PCC DRIVE APPROACH/DRIVEWAY	2,373 SF		
13	§3-12, 401	REMOVE & DISPOSE AC DRIVE APPROACH/DRIVEWAY	1,818 SF		
14	§3-12, 401	REMOVE & DISPOSE 1' WIDE SLOT CUT IN EXISTING AC PAVEMENT	1,797 LF		
15		RELOCATE MAILBOX	20 EA		
16		RELOCATE SIGN	7 EA		
17	§303	CONSTRUCT 6" PCC CURB & GUTTER PER CITY STD S-01	846 LF		
18	§303	CONSTRUCT 8" PCC CURB & GUTTER PER CITY STD S-01	163 LF		
19	§303	CONSTRUCT 6" PCC CURB PER CITY STD S-09	233 LF		
20	§303	CONSTRUCT 4" PCC SIDEWALK PER CITY STD S-04	11,519 SF		
21	§303	CONSTRUCT 6" PCC PAVEMENT	721 SF		
22	§302-5	CONSTRUCT 4.0" ASPHALT CONCRETE PAVEMENT C2-PG 64-10 R10 SLOT REPAIR	1,797 LF		
Schedule A Subtotal \$					

SCHEDULE B – 2ND STREET, B ST. TO C ST. (SITE 1)

Bid Item #	Ref Spec § / Plan #	Bid Item Description	Approx. Quantity	Unit Price	Total Cost
23	§303	CONSTRUCT PCC CURB RAMP PER RAMP DETAIL NO. 1	74 SF		
24	§303	CONSTRUCT PCC CURB RAMP PER RAMP DETAIL NO. 2	142 SF		
25	§303	CONSTRUCT PCC SPANDREL & CURB PER CITY STD S-05	209 SF		
26	§303	CONSTRUCT PCC RESIDENTIAL DRIVE APPROACH, APN 0478-243-04	130 SF		
27	§303	CONSTRUCT PCC RESIDENTIAL DRIVE APPROACH, APN 0478-243-03	130 SF		
28	§303	CONSTRUCT PCC RESIDENTIAL DRIVE APPROACH, APN 0478-243-11	130 SF		
SCHEDULE B SUBTOTAL \$					

SCHEDULE C – 4TH STREET, C ST. TO D ST. (SITE 2)

Bid Item #	Ref Spec § / Plan #	Bid Item Description	Approx. Quantity	Unit Price	Total Cost
29	§303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 3	231 SF		
30	§303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 4	231 SF		
31	§303	CONSTRUCT SPANDREL & CURB PER CITY STD S-05, APN 0478-236-06	194 SF		
32	§303	CONSTRUCT SPANDREL & CURB PER CITY STD S-05, APN 0478-236-25	194 SF		
33	§303	CONSTRUCT PCC RESIDENTIAL DRIVE APPROACH, APN 0478-236-05	68 SF		
34	§303	CONSTRUCT PCC COMMERCIAL DRIVE APPROACH, APN 478-236-22	280 SF		
35	§303	CONSTRUCT 4" PCC DRIVEWAY, APN 0478-236-05	49 SF		
36		ADJUST MONITORING WELL CAN TO GRADE	1 EA		
SCHEDULE C SUBTOTAL \$					

SCHEDULE D – 5TH STREET, B ST. TO C ST. (SITE 3)

Bid Item #	Ref Spec § / Plan #	Bid Item Description	Approx. Quantity	Unit Price	Total Cost
37	§303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 5	123 SF		
38	§303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 6	197 SF		
39	§303	CONSTRUCT SPANDREL & CURB PER CITY STD S-05	177 SF		
40	§303	CONSTRUCT PCC RESIDENTIAL DRIVE APPROACH, APN 0478-234-06	105 SF		
41	§303	CONSTRUCT PCC RESIDENTIAL DRIVE APPROACH, APN 0478-234-04	105 SF		
42	§303	CONSTRUCT PCC RESIDENTIAL DRIVE APPROACH, APN 0478-234-03	105 SF		

43	\$303	CONSTRUCT PCC RESIDENTIAL DRIVE APPROACH, APN 0478-234-02	105 SF		
44	\$303	CONSTRUCT PCC RESIDENTIAL DRIVE APPROACH, APN 0478-234-01	201 SF		
45	\$303	CONSTRUCT 4" PCC DRIVEWAY, APN 0478-234-06	50 SF		
46	\$303	CONSTRUCT 4" PCC DRIVEWAY, APN 0478-234-04	32 SF		
47	\$303	CONSTRUCT 4" PCC DRIVEWAY, APN 0478-234-03	50 SF		
48	\$303	CONSTRUCT 4" PCC DRIVEWAY, APN 0478-234-02	48 SF		
SCHEDULE D SUBTOTAL \$					

SCHEDULE E – FORREST AVE, 4TH ST. TO 5TH ST. (SITE 4)

Bid Item #	Ref Spec \$ / Plan #	Bid Item Description	Approx. Quantity	Unit Price	Total Cost
49	\$303	CONSTRUCT CURB RAMP PER DETAIL NO. 7	175 SF		
50	\$303	CONSTRUCT SPANDREL & CURB PER CITY STD S-05	110 SF		
51	\$303	CONSTRUCT PCC RESIDENTIAL DRIVE APPROACH, APN 0478-094-11	111 SF		
52	\$303	CONSTRUCT 4" PCC DRIVEWAY, APN 0478-094-11	55 SF		
SCHEDULE E SUBTOTAL \$					

SCHEDULE F – A STREET, 4TH ST. TO 5TH ST. (SITE 5)

Bid Item #	Ref Spec \$ / Plan #	Bid Item Description	Approx. Quantity	Unit Price	Total Cost
53	\$303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 8	147 SF		
54	\$303	CONSTRUCT CURB RAMPS PER RAMP DETAIL NO. 9	68 SF		
55	\$303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 10	207 SF		
56	\$303	CONSTRUCT SPANDRELS & CURB PER CITY STD S-05 AT APN 0478-094-03	59 SF		
57	\$303	CONSTRUCT SPANDREL & CURB PER CITY STD S-05 AT APN 0478-094-04	167 SF		
58	\$303	CONSTRUCT PCC RESIDENTIAL DRIVE APPROACH, APN 0478-094-02	67 SF		
59	\$303	CONSTRUCT 4" PCC DRIVEWAY, APN 0478-094-02	68 SF		
SCHEDULE F SUBTOTAL \$					

SCHEDULE G – A STREET, 5TH ST. TO 6TH ST. (SITE 6)

Bid Item #	Ref Spec \$ / Plan #	Bid Item Description	Approx. Quantity	Unit Price	Total Cost
60	\$303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 11	295 SF		
61	\$303	CONSTRUCT SPANDREL & CURB PER CITY STD S-05 AT APN 0478-098-02	194 SF		
62	\$303	CONSTRUCT PCC COMMERCIAL DRIVE APPROACH, APN 0478-098-02	311 SF		
SCHEDULE G SUBTOTAL \$					

SCHEDULE H – A STREET, 6TH ST. TO 7TH ST. (SITE 7)

Bid Item #	Ref Spec § / Plan #	Bid Item Description	Approx. Quantity	Unit Price	Total Cost
63	§303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 12	231 SF		
64	§303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 13	210 SF		
65	§303	CONSTRUCT PCC SPANDREL & CURB PER CITY STD S-05, ALLEY	50 SF		
66	§303	CONSTRUCT PCC COMMERCIAL DRIVE APPROACH, APN 0478-101-14	499 SF		
67	§303	CONSTRUCT PCC RESIDENTIAL DRIVE APPROACH, APN 0478-101-03	369 SF		
68	§303	CONSTRUCT PCC RESIDENTIAL DRIVE APPROACH, APN 0478-101-04	232 SF		
69		REPLACE WATER METER BOX PER CITY STD W-01	3 EA		
SCHEDULE H SUBTOTAL \$					

SCHEDULE I – B STREET, 4TH ST. TO 5TH ST. (SITE 8)

Bid Item #	Ref Spec § / Plan #	Bid Item Description	Approx. Quantity	Unit Price	Total Cost
70	§303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 14	47 SF		
71	§303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 15	147 SF		
72	§303	CONSTRUCT SPANDREL & CURB PER CITY STD S-05, ALLEY	48 SF		
73	§303	CONSTRUCT PCC RESIDENTIAL DRIVE APPROACH, APN 0478-231-16	109 SF		
74	§303	CONSTRUCT PCC RESIDENTIAL DRIVE APPROACH, APN 0478-231-01	98 SF		
75		REPLACE WATER METER BOX PER CITY STD W-01	1 EA		
SCHEDULE I SUBTOTAL \$					

SCHEDULE J – C STREET, 2ND ST. TO 3RD ST. (SITE 10)

Bid Item #	Ref Spec § / Plan #	Bid Item Description	Approx. Quantity	Unit Price	Total Cost
76	§401	REMOVE FENCE/GATE	350 LF		
77	§303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 17	187 SF		
78	§303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 18	124 SF		
79	§303	CONSTRUCT SPANDREL & CURB PER CITY STD S-05 AT APN 0478-245-07	202 SF		
80	§303	CONSTRUCT SPANDREL & CURB PER CITY STD S-05 AT APN 0478-245-18	190 SF		
81	§303	CONSTRUCT PCC COMMERCIAL DRIVE APPROACH, APN 0478-245-07	260 SF		
SCHEDULE J SUBTOTAL \$					

SCHEDULE K – C STREET, 4TH ST. TO 5TH ST. (SITE 11)

Bid Item #	Ref Spec § / Plan #	Bid Item Description	Approx. Quantity	Unit Price	Total Cost
82	§303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 19	190 SF		
83	§303	CONSTRUCT CURB RAMP PER RAMPS DETAIL NO. 20	107 SF		
84	§303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 21	152 SF		
85	§303	CONSTRUCT SPANDREL & CURB PER CITY STD S-05 AT APN 0478-235-04	193 SF		
86	§303	CONSTRUCT SPANDREL & CURB PER CITY STD S-05 PER ALLEY DETAIL No. 20	106 SF		
87	§303	CONSTRUCT SPANDREL & CURB PER CITY STD S-05 AT APN 0478-235-03	152 SF		
88	§300-1	REMOVE AND DISPOSE TREE STUMP	2 EA		
SCHEDULE K SUBTOTAL \$					

SCHEDULE L – C STREET, HESPERIA RD. TO 10TH ST. (SITE 12)

Bid Item #	Ref Spec § / Plan #	Bid Item Description	Approx. Quantity	Unit Price	Total Cost
89		RELOCATE FENCE/GATE	109 LF		
90	§303	CONSTRUCT CURB RAMPS PER RAMP DETAIL NO. 22 (F)	135 SF		
91	§303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 23 (F)	155 SF		
92	§303	CONSTRUCT SPANDREL & CURB PER CITY STD S-05 AT APN 0478-205-11	33 SF		
93	§303	CONSTRUCT SPANDREL & CURB PER CITY STD S-05 AT APN 0478-205-13	34 SF		
94	§303	CONSTRUCT PCC RESIDENTIAL DRIVE APPROACH, APN 0478-205-11	331 SF		
95	§303	CONSTRUCT PCC RESIDENTIAL DRIVE APPROACH, APN0478-205-13	233 SF		
96	§303	CONSTRUCT 4" PCC DRIVEWAY, APN 0478-205-13	29 SF		
SCHEDULE L SUBTOTAL \$					

SCHEDULE M – C STREET, 10TH ST. TO 11TH ST. (SITE 13)

Bid Item #	Ref Spec § / Plan #	Bid Item Description	Approx. Quantity	Unit Price	Total Cost
97	§303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 24 (F)	233 SF		
98	§303	CONSTRUCT CURB RAMPS PER RAMP DETAIL NO. 25 (F)	61 SF		
99	§303	CONSTRUCT CURB RAMP PER RAMP DETAIL NO. 26 (F)	213 SF		
100	§303	CONSTRUCT SPANDREL & CURB PER CITY STD S-05 AT APN 0478-203-07	194 SF		

101	§303	CONSTRUCT SPANDREL & CURB PER CITY STD S-05 AT APN 0478-203-16	172 SF		
102		REPLACE WATER METER BOX PER CITY STD W-01	1 EA		
SCHEDULE M SUBTOTAL \$					

The **base bid** shall be the total of Schedules **A** through **F** added together (Total Base Bid).

- Schedule A Subtotal: _____
- Schedule B Subtotal: _____
- Schedule C Subtotal: _____
- Schedule D Subtotal: _____
- Schedule E Subtotal: _____
- Schedule F Subtotal: _____
- Schedule G Subtotal: _____
- Schedule H Subtotal: _____
- Schedule I Subtotal: _____
- Schedule J Subtotal: _____
- Schedule K Subtotal: _____
- Schedule L Subtotal: _____
- Schedule M Subtotal: _____
- TOTAL:** _____

******* CITY CLERK WILL READ THIS TOTAL BASE BID *******

TOTAL FOR BASE BID, SCHEDULES A THROUGH M (NUMBERS):

\$ _____

TOTAL FOR BASE BID, SCHEDULES A THROUGH M (WORDS):

Contractor's Name: _____

Signature

Date:

**CONTRACTOR QUALIFICATION STATEMENT
OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, PROJECT CC23-051**

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 2 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. The Bidder shall be thoroughly competent and capable of satisfactorily performing the Work. **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.

(Note: Attach separate sheets as required)

1. 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

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

xiii. Percent Work Performed With Own Forces: _____

xiv. Scheduled Completion Date: _____

xv. Actual Completion Date: _____

xvi. Explain any differences between scheduled and actual completion dates:

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. Explain any differences between scheduled and actual completion dates:

- xiii. Percent Work Performed With Own Forces: _____
- xiv. Scheduled Completion Date: _____
- xv. Actual Completion Date: _____
- 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. Explain any differences between scheduled and actual completion dates:

xiii. Percent Work Performed With Own Forces: _____

xiv. Scheduled Completion Date: _____

xv. Actual Completion Date: _____

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

3. 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

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

BIDDER IDENTIFICATION
OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, PROJECT CC23-051

1. Legal name of Bidder: _____
2. Street Address: _____
3. Mailing Address: _____
4. Bidder's Contact Person: _____
5. Business Telephone: _____ Facsimile Telephone: _____
6. Email Address: _____
7. Contractor's License number: _____ and expiration date: _____
8. How many years has your organization been in business as a licensed contractor? _____
9. 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): _____
10. Has your organization been in business for a minimum of **three (3) years** under the contractor's license currently used?
 Yes No
11. How many years has your organization been in business under its present business name? _____
12. Has your organization's contractor's license been revoked at any time in the last five years?
 Yes No
13. Under what other or former names has your organization operated? _____

14. Identify parent company if applicable: _____

15. Type of Business: Sole Proprietor Partnership Corporation Other: _____
If corporation, answer the following:
 - a. Date of incorporation: _____
 - b. State of incorporation: _____
 - c. President's name: _____
 - d. Vice-president's name(s): _____
 - e. Contractor's name in responsible charge: _____
License number of contractor in responsible charge: _____
 - f. Secretary's or Clerk's name: _____If individual or partnership, answer the following:
 - a. Date of organization: _____
 - b. Name and address of all partners. (State whether general or limited partnership):

 - c. _____If other than corporation or partnership, describe organization and name principals: _____

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

17. Business License number issued by the City where the Proposer's principal place of business is located:

Number: _____ Issuing City: _____

18. Federal Tax Identification Number: _____

19. ____ 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.

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

21. ____ I am not a Small Business.

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

i. ____ My business is owned by a woman.

ii. ____ My business is owned by a disabled veteran

OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, PROJECT CC23-051

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statements are part of the Proposal. Signing the Bid Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false statement may subject the certifier to criminal prosecution.

OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, PROJECT CC23-051

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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:

Note: The bidder must place a checkmark after "Yes" or "No" in one of the blank spaces provided. The above Questionnaire is part of the Bid. Signing the Bid Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, PROJECT CC23-051

WORKERS' COMPENSATION CERTIFICATION

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.

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

**LIST OF SUBCONTRACTORS
OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, PROJECT CC23-051**

The Bidder shall comply with and furnish the following information for Subcontractors in accordance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code 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.

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 _____ of _____ number of pages.**

TOTAL PERCENTAGE SUBCONTRACTED: _____

Note: The above form is part of the Bid Proposal. Signing the Bid Proposal on the signature portion thereof shall also constitute signature of this form. Bidders are cautioned that making a false listing may subject the bidder to penalties.

If no sub please initial _____

**INJURY & ILLNESS PREVENTION PLAN & CODE OF SAFE PRACTICES AFFIDAVIT
OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, PROJECT CC23-051**

The Bidder shall complete this form affirming that the Bidder has an injury and illness prevention plan (IIPP) which complies with Cal/OSHA Regulations and code of safe practices (CSP), that all subcontractors supplying employees to the jobsite will be required to prove to the Contractor that they have an IIPP which complies with Cal/OSHA Regulations and a CSP, and that their jobsite employees have been trained on IIPP and CSP.

I, _____ hereby certify to the City of
Victorville on behalf of _____ the following:

1. The Contractor identified above has an IIPP and a CFP which comply with Cal/OSHA regulations;
2. The employees of the Contractor identified above who will be assigned to the jobsite have been trained on the IIPP and CSP;
3. All subcontractors supplying employees to the jobsite will be required to prove to the Contractor that they have an IIPP and a CSP which comply with Cal/OSHA Regulations and their jobsite employees have been trained on the IIPP and CSP.

I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct.

Executed this _____ day of _____
month and year

Bidder's name and title

Bidder's signature

BIDDER'S BOND

WHEREAS

_____ (“**Bidder**”) has submitted a Bid Proposal, dated _____, 20____ (the “**Bid**”), to the City of Victorville to perform all work required by the Contract Documents for the:

**OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1
PROJECT CC23-051**

Under this duly executed bidder’s bond (“**Bidder’s Bond**”), Bidder as Principal and _____

_____, as Surety, are hereby held and bound to the City of Victorville (the “**City**”) as obligee in the penal sum of _____ Dollars (\$) _____) which sum is equal to ten percent (10%) of the total amount of the Bid (the “**Bond Sum**”).

Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors, and assigns, jointly and severally, as follows:

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

IF THE AFORESAID Bidder is awarded the contract by the City and, within the time and manner required under the Contract Documents, after the prescribed forms are presented by City to Bidder for signature, Bidder enters into the written Contract, in the prescribed form, in accordance with the Bid as accepted, and furnishes to the City the performance and payment bonds, insurance certificates and endorsements, and City business license as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

If Bidder fails to execute the Contract and deliver the bonds, insurance documents, and business license as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety under this Bidder’s Bond shall be in no way impaired or affected by any extension of the time within which the City may accept such bid and said Surety does hereby waive any notice of extension.

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.

NOTE: Surety must be licensed and authorized by the California Insurance Commissioner as an admitted surety insurer. This Bidder’s Bond must be signed and acknowledged by both the Surety and the Bidder (Principal) before a notary public, and acknowledgements, with notarial seals, attached hereto. Surety’s Power of Attorney-In-Fact Certificate must also be attached.

This Bidder’s Bond is entered into and effective on _____, 20_____.

SURETY

PRINCIPAL (Bidder)

s/ _____

s/ _____

Name and Title

Name and Title

SEAL

**NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)
OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, PROJECT CC23-051**

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 _____, at _____, _____.
Date City State

Signature

Company Name

Printed Name

Title

**SENATE BILL 854
OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, PROJECT CC23-051**

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

Senate Bill 854 signed into law on June 20, 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

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
OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, PROJECT CC23-051**

(1) The undersigned certifies that to the best of his or her knowledge and belief, that:—

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

are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal or State agency, or ineligible to work on contracts for violations of California Labor Code Sections 1777.1 or 1777.7;

(b) The Offeror/Bidder and/or any of its Principals 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 State or Federal criminal tax laws, or receiving stolen property;

(c) The Offeror/Bidder and/or any of its Principals 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 (1)(a)(1)(i)(B)(b) of this certification;

(d) The Offeror/Bidder and/or any of its Principals have Offeror/Bidder has not, within a three-year period preceding this bid, had one or more contracts terminated for default by any Federal, State, or Local public agency.

(2) "Principals," 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).

(3) 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.

(4) A certification that any of the items in subparagraphs (a) through (d) of paragraph (1) of this certification 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.

(5) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certifications required by subparagraphs (a) through (d) of paragraph (1) of this certification. 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.

(6) The certifications made in subparagraphs (a) through (d) of paragraph (1) of this certification are material representations 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 AGREEMENT

OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1

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

CONSTRUCTION CONTRACT BY AND BETWEEN
THE CITY OF VICTORVILLE AND

FOR

CITY PROJECT NO. _____

THIS CONSTRUCTION CONTRACT (the “**Contract**”) dated _____ for reference purposes only is made and entered into by and between the City of Victorville, a municipal corporation and charter city located in the County of San Bernardino, State of California, hereinafter referred to as the “**City**”, and _____, a _____, hereinafter referred to as the “**Contractor**”. The City and Contractor are sometimes hereinafter referred to as a “**Party**” and collectively referred to as the “**Parties**.”

RECITALS:

WHEREAS, the City requires construction of _____ as more fully described in the solicitation documents issued by the City for Project No. _____ (the “**Project**”); and

WHEREAS, on _____, the City issued a Notice Inviting Bids and solicitation documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized _____ in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on _____, the Victorville City Council duly accepted Contractor’s Bid for the Project and directed that a written agreement for the Project be entered into with Contractor; and

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

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 Contract by this reference, as though set forth herein.

Section 2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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 complementary; what is called for in one is binding as if called for in all, and together constitute Contractor's performance obligations:

- (1) This Contract and its attached Exhibits, subject to the limitations in Sections 9 and 20 with respect to **Exhibit "A"** (Contractor's submitted Bid Proposal as accepted by the City);
- (2) Change Orders issued and approved by the City;
- (3) Regulatory Permits from other agencies specified in Appendices A and B of the bid package or as may otherwise be required by law;
- (4) Bid Addenda issued by the City;
- (5) Notice Inviting Bids and Instructions to Bidders;
- (6) Special Provisions
- (7) Greenbook 2021 Edition
- (8) Appendices
- (9) Plans
- (10) Bid Forms and attachment thereto;
- (11) Faithful Performance Bond;
- (12) Payment Bond.

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 a. above shall control.

c. Definitions. Unless specifically defined or assigned a meaning in this Contract, or the context clearly indicates otherwise, capitalized terms herein shall have the meaning assigned to them in the "Definitions" section of the Instructions to Bidders document.

Section 3. CONTRACTOR'S OBLIGATIONS

Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of _____, _____ or his/her designee (hereinafter the "**Project Manager**").

Section 4. CONTRACT PRICE; PAYMENT AND RETENTION

a. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor _____ DOLLARS, (\$ _____) (the "**Contract Price**") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as **Exhibit "A"**) subject to the provisions of this Contract and the Contract Documents.

b. Procedures relating to payment and retention are set forth in the Special Provisions.

Section 5. CONTRACT TIME; NOTICE TO PROCEED

a. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of _____ (____) **WORKING DAYS**, commencing within ____ (____) calendar days after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, 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 Contract 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 and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time.

Section 6. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

a. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("**Section 9204**") and the provisions of this Section shall apply. Public Contract Code Section 9204 is set forth in full in Section 2-10 of the Special Provisions.

- i) In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
- ii) Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to Section 2.24.020 of the Victorville Municipal Code ("VMC") and the provisions of the Government Claims Act (Government Code section 810 *et seq.*).

b. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:

- Each Party shall designate a senior management or executive level representative to negotiate any dispute.
- The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.
- The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
- Compliance with VMC Section 2.24.020 and the provisions of the Government Claims Act (Government Code section 810 *et seq.*) is also required prior to initiating suit against the City.

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 Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

Section 8. TERMINATION FOR CONTRACTOR'S DEFAULT

a. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract 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 21 of this Contract.

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;
- (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 Job Site;

c. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

Section 9. PREVAILING WAGE

a. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in San Bernardino County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: <http://www.dir.ca.gov/DLSR/PWD>. 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 Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. 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 prevailing wage.

b. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 9 and the provisions of **Exhibit "A"**, the terms of this Section 9 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 9.

c. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 *et seq.* (hereinafter the "**Regulations**"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

(1) Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (a) The information contained in the payroll record is true and correct; and

(b) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(2) Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(3) Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

d. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

e. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.

f. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 *et seq.*, the Regulations, 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.

g. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:

(1) Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than Two Hundred Dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

(2) The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this subsection. In awarding any contract for public work, Contractor must forfeit to City Twenty-five Dollars (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 *et seq.*, eight (8) hours is the legal working day.

h. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

i. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration

requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

Section 10. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day for each day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

Section 11. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws 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, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

Section 12. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 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 I will comply with such provisions before commencing the performance of the Work on this Contract."

Section 13. INSURANCE

a. Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance:

(1) **Commercial General Liability ("CGL") Insurance:** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence resulting from the acts or omissions of the Contractor or its officers, employees, servants, volunteers, and agents, and independent contractors. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) **Commercial Vehicle Liability Insurance:** Covering person injury and property damage, of not less than Five Million Dollars (\$5,000,000) combined single limit, covering any vehicle utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the Work required by this Contract.

(3) **Workers' Compensation Insurance:** Providing coverage as required by the California State Workers' Compensation Law and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. 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.

(4) **Course of Construction, Builders' Risk, or Inland Marine Insurance for Work on Site:** Issued on an occurrence basis, for all-risk or "all perils" coverage on a 100% completed

value basis on the insurable portion of the Project for the benefit of City, 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 shall also be responsible for insuring its owned, leased/rented, or borrowed equipment.

(a) City of Victorville shall be named as a Loss Payee.

(b) If the Project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Project/Work site.

b. **Additional Insurance Requirements.** With respect to the policies of insurance set forth above, compliance with the following is also required:

(1) Additional Insureds. 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 elected or appointed officials, officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the City Attorney, are named as Additional Insureds. 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) 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 elected or appointed officers, officials, volunteers, employees, contractors, and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

(3) Sufficiency of Insurers. Contractor must secure all policies of insurance required by this Contract from a good and responsible company or companies authorized to do insurance business in the State of California, with an AM Best's rating of not less than A;VII.

(4) Proof of Insurance Coverage Required Prior to Commencement of Work. Within ten (10) days of the date Contractor receives this Contract from the City for execution (following award of same by the City Council), certificates of insurance evidencing the policies of insurance, coverages, and endorsements required by this Contract and satisfactory to and approved by the City shall be furnished by Contractor to the City's Risk Manager. In no event shall any Work on the Project be permitted to commence until adequate proof of insurance and endorsements have been so furnished.

(5) Special Provisions. Any additional insurance requirements set forth in Section 5-4 of the Special Provisions shall also apply to this Contract.

(6) Other Required Endorsements.

(a) The policies shall be endorsed to provide 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 cancellation for non-payment, ten (10) days advance written notice shall be given.

(b) The CGL and vehicle liability policies shall be endorsed as Primary and Non-contributory.

c. Subcontractors. Contractor must ensure that each Subcontractor is required to obtain and maintain the same insurance coverage required under this Section 13 with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

Section 14. Reserved.

Section 15. TIME OF THE ESSENCE

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

Section 16. INDEMNIFICATION

a. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed 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, (hereinafter "**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 performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:

(1) 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;

(2) Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, 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') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;

(3) In the event the City, its elected or appointed 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 performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents, volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;

(4) Contractor's duty to defend, indemnify, and hold harmless 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.

b. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

Section 17. REPORTS; BOOKS AND RECORDS; AUDIT

a. Upon request by the Project Manager Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.

b. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.

c. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The Project Manager 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 the Project Manager for purposes of performing an audit for a period of five (5) years from the date of termination of this Contract.

Section 18. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

Section 19. ENTIRE AGREEMENT

a. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.

b. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.

c. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

Section 20. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any

uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that **Exhibit "A"** is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and **Exhibit "A"**, the terms of this Contract shall control and nothing set forth in **Exhibit "A"** shall be deemed to supersede any of the provisions of this Contract.

Section 21. NOTICES

a. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To City: Brian Gengler, City Engineer
Engineering Department City of Victorville
14343 Civic Drive
Victorville, CA 92392

To Contractor: _____

To Surety: _____

b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

c. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

Section 22. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

Section 23. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

Section 24. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Faithful Performance Bond, and a Payment (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (1) the

expiration of the one-year guarantee period; or (2) on one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California with an AM Best's Rating of at least A: VII.

Section 25. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract 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 (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

Section 26. CAPTIONS AND HEADINGS

The captions and headings contained in this Contract 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 27. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

Section 28. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

Section 29. GENDER; PLURAL

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

Section 30. 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 Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 31. GOVERNING LAW

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

Section 32. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, 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 33. VENUE

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

Section 34. EFFECTIVENESS OF CONTRACT

This Contract 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 the Mayor.

Section 35. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

Section 36. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract 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 this Contract.

Section 37. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

Section 38. COUNTERPARTS

This Contract 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 Contract.

Section 39. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

Section 40. ATTORNEY'S FEES

If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

(END OF THIS PAGE – SIGNATURE PAGE FOLLOWS)

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

THE CITY OF VICTORVILLE _____

By: _____
Debra Jones, Mayor

By: _____
Contractor Authorized Officer(s)

Name

Title

Dated: _____

Dated: _____

ATTEST

By: _____
Jennifer Thompson, City Clerk

Dated: _____

APPROVED AS TO STANDARD FORM

By: _____
Andre de Bortnowsky, City Attorney

Dated: _____

THE CITY OF VICTORVILLE

By: _____
Lee Brown, Risk Manager

Dated: _____

EXHIBIT A

SCOPE OF WORK

City agrees to engage Contractor and Contractor agrees to furnish all necessary labor, tools, materials, and equipment for and do the Work for the Project. The Work shall be performed in accordance with: (i) the Plans and Specifications and applicable Addenda (as generally described in the Request for Bid, **Project Number CC23-051**, for the Project, **portions of which are attached hereto for ease of reference as Exhibit "A" (if available)**), and the entirety of which is currently on file in office of the City Clerk); (ii) the prices set forth in Contractor's Bid Proposal (attached as **Exhibit "B"**); **and (iii) with the instructions of the City Engineer, (if applicable, if not, remove).**

EXHIBIT B

CONTRACTOR'S BID PROPOSAL

**FAITHFUL PERFORMANCE BOND
OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, PROJECT CC23-051**

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 are 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 "OLD TOWN SIDEWALK CONNECTIVITY PROJECT- PHASE 1, PROJECT CC23-051" as specifically set forth in documents entitled of "OLD TOWN SIDEWALK CONNECTIVITY PROJECT- PHASE 1, PROJECT CC23-051" 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 maybe 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.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Contractor and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

SURETY:

CONTRACTOR:

Business Name

Business Name

s/ _____

s/ _____

Name, Title

Name, Title

Date: _____

Date: _____

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Note: Notary acknowledgment of signatures of principal (Contractor) and Surety, and Surety's Power of Attorney, must be included or attached.

Surety Address: _____

Attn: _____ Phone: _____ Email: _____

APPROVED BY CITY:

Date: _____

s/ _____ Name, Title: _____

END OF PERFORMANCE BOND.

**PAYMENT BOND
OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1, PROJECT CC23-051
TO ACCOMPANY CONSTRUCTION CONTRACT
(CIVIL CODE SECTION 9550 ET SEQ.)**

BOND NO. _____

Know All Men By These Presents:

The City of Victorville ("City") has awarded to _____, ("Contractor") and is about to enter into a written contract ("Contract") with Contractor for construction work on the "**OLD TOWN SIDEWALK CONNECTIVITY PROJECT - PHASE 1**", Project CC23-051 (the "Project").

The Contract is incorporated by reference into this Payment Bond ("Bond").

THE CONDITIONS OF THIS OBLIGATION ARE AS FOLLOWS:

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in an amount not less than _____ DOLLARS (\$ _____), under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.

2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.

3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.

4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.

5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.

6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the San Bernardino County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on _____, __ 20__.

SURETY:

Business Name

s/ _____

Date

Name, Title

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Note: Notary acknowledgment of signatures of Principal (Contractor) and Surety, and Surety's Power of Attorney, must be included or attached.

Surety Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Attn: _____

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

Date

Name, Title

END OF PAYMENT BOND

SUBCONTRACTING REQUEST

CONTRACTOR NAME				COUNTY		
BUSINESS ADDRESS				CONTRACT NUMBER CC23-051		
CITY AND STATE			ZIP CODE		FEDERAL-AID PROJECT NUMBER N/A	
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 (N/A)	F. DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	G. DOLLAR AMOUNT BASED ON THE BID AMOUNT
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <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	Printed Name	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

INSTRUCTIONS FOR COMPLETING SUBCONTRACTING REQUEST FORM

All first-tier subcontractors must be included on a subcontractor request.

Before subcontracting work starts, the contractor will submit an original 16-B for approval according to the Standard Specifications. After approval, the City returns a copy to the contractor.

D. If subcontractor was listed at bid time per the Fair Practices Act, check yes, otherwise check no.

E. If subcontractor is a certified DBE contractor, check yes, otherwise check no.

F & G. When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

G. When an entire item is subcontracted, show the full bid item value.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF SUBCONTRACTORS AND UDBE, DVBE OR SMALL BUSINESS ENTITIES.

FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Agency Contract Number: CC23-051		2. Federal-Aid Project Number		3. Agency City of Victorville		4. Contract Completion Date	
5. Contractor			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT _____				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT					
17. Contractor's Signature		18. Contractor's Name		19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED					
21. Agency Representative's Signature		22. Agency Representative's Name		23. Phone	24. Date

DISTRIBUTION: Original – Agency, Copy – Contractor

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Agency Contract Number** - Enter the Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Agency** - Enter the name of the agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor** - Enter the contractor's name.
- 6. Business Address** - Enter the contractor's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor Representative's Signature** - The person completing the form on behalf of the Contractor's firm must sign their name.
- 18. Contractor Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Agency Representative's Signature** - An Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Agency Representative's Name** - Enter the name of the Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Agency Representative.

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 System - Online Form

eCPR Online Confirmation

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 publicworks@dir.ca.gov.

Contractor Name: TEST2
Contractor Address: 1515 CLAY ST OAKLAND CA 94612
Awarding Body: DIR EDI TEST
Project ID: 11051
Contract With: DIR TEST
Week Ending Date: 2016-06-26
Payroll Number: 1
Amendment Number: 0

1 employee payroll record(s) processed

Your Transaction ID is: 7

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[Submit another set of payroll records](#)