

ADDENDUM NO. 5

**Lone Pine Canyon Road
WORK ORDER: H14276
AREA: Wrightwood
ROAD NO.: 504150 020**

BIDS OPEN 2:00 PM, MONDAY, MAY 18, 2020
~~BIDS OPEN 10:00 AM, THURSDAY, MAY 14, 2020~~

By Email via ePro System

Amend the Special Provisions as follows:

1. Revise the first paragraph of the Notice to bidders to the following:

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of San Bernardino, State of California, will receive sealed proposals until

2:00 P.M., MONDAY, May 18, 2020

Amend the Special Provisions as follows:

2. **Replace the section titled “ARCH CULVERT EARTHWORK” of 10-1.14 “EARTHWORK” with the following:**

ARCH CULVERT EARTHWORK

Excavation and backfill shall conform to the provisions in Section 19-3, “Structure Excavation and Backfill”, of the Standard Specifications, requirements of **section 10-1.19** and these special provisions

Excavations for temporary cuts (over-excavation) to accommodate arch culvert construction, shall be made in accordance with the plans and as directed by the Engineer.

Culvert excavation shall be at least 2 feet below the footing elevation, and 4 feet laterally from the outside line of the footing, in accordance with the geotechnical report.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in arch culvert earthwork, including excavation and over excavation, structure fill (95% compaction), and backfill (90% compaction), as shown on the plans and specified in these Special Provisions, shall be considered as included in the lump sum price paid for **“Construct and Install 48’ span by 13’-13/8” Clear Rise Arch Culvert with Headwall”** and no additional compensation will be allowed therefor.

3. **Replace the section titled “BACKFILL” of 10-1.19 “EARTHWORK” with the following:**

BACKFILL

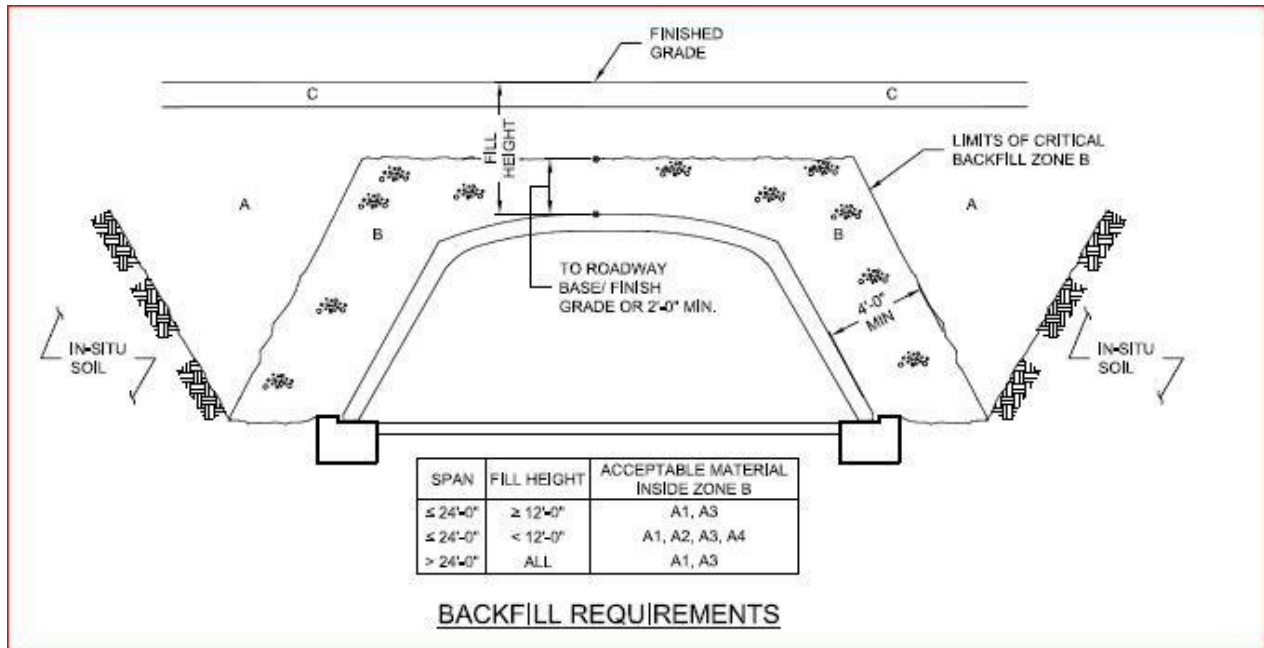
Do not perform backfilling during wet or freezing weather.

No backfill shall be placed against any structural elements until they have been approved by the Engineer.

Backfill shall be considered as all replaced excavation and new embankment adjacent to the precast concrete elements. The project construction and material specifications, which include the specifications for excavation for structures and roadway excavation and embankment construction, shall apply except as modified in this section.

Backfill Zones

- In-situ soil
- Zone A: constructed embankment or overfill.
- Zone B: fill that is directly associated with precast concrete bridge installation.
- Zone C: road structure.



1. In-situ soil
Natural ground is to be sufficiently stable to allow effective support to the precast concrete bridge units. As a guide, the existing natural ground should be of similar quality and density to Zone B material for minimum lateral dimension of one bridge span outside of the bridge footing.
2. Zone A
Zone A meeting requirements shown in section 10-1.14.
3. Zone B
Generally, soils shall be reasonably free of organic matter, and, near concrete surfaces, free of stones larger than 3 inches in diameter. See charts for detailed descriptions of acceptable soils. Zone B backfill shall be considered as structure backfill for precast arch culvert and headwall parapet.

Acceptable Soils for use in Zone B Backfill

Typical USCS Materials	AASHTO Group	AASHTO Subgroup	Percent passing US Sieve No.			Character of Fraction passing No. 40 Sieve		Soil Description
			#10	#40	#200	Liquid Limit	Plasticity Index	
GW, GP, SP	A-1	A-1a	50 max	30 max	15 max		6 max	Largely gravel but can include sand and fines
GM, SW, SP, SM		A-1b		50 max	25 max		6 max	Gravelly sand or graded sand, may include fines
GM, SM, ML, SP, GP	A-2	A-2-4	35 max			40 max	10 max	Sands, gravels with low-plasticity silt fines
SC, GC, GM		A-2-5	35 max			41 min	10 max	Sands, gravels with plastic silt fines
SP, SM, SW	A-3			51 min	10 max	non-plastic		Fine sands
ML, SM, SC	A-4		36 min			40 max	10 max	Low-compressibility silts

4. Zone C

Zone C meeting requirements shown in section 10-1.14.

Placing and Compacting Backfill:

1. Dumping for backfilling is not allowed any nearer than 3 ft from the bridge leg.
2. The fill must be placed and compacted in layers not exceeding 8 inches. The maximum difference in the surface levels of the fill on opposite sides of the bridge must not exceed 2 feet.
3. The **backfill of Zone B** shall be compacted using **only hand-operated equipment**, to a minimum density of 95% of the Standard Proctor, AASHTO T-99.
4. Backfill against a waterproofed surface shall be placed carefully to avoid damage to the waterproofing material.

4. **Replace THE ENTIRE PROPOSAL (P-1 to P-19) with the attached revised sheets, marked Addendum 5.**

The addition of these requirements shall be considered in concert with existing documents in preparation of bids. **THE BIDDER'S CERTIFICATION FOR THIS ADDENDUM NO. 5 SHALL BE SIGNED BY THE SAME PERSON WHO SIGNS THE PROPOSAL AND SHALL BE SUBMITTED WITH THE PROPOSAL. ANY proposal not accompanied by a signed BIDDER'S CERTIFICATION (below) acknowledging receipt of this Addendum No. 5 will NOT be accepted.**

BRENDON BIGGS, Interim Director
Department of Public Works

By: 

Andy Silao, P.E., Chief
Contracts Division

AS:mb

BIDDER'S CERTIFICATION:

By my signature hereunder, I acknowledge receipt of Addendum No. 5 and I fully understand the intent and detail of Addendum No. 5, which I have considered in my preparation of the attached proposal.

Bidder's Signature

Date

Note: The page containing the executed BIDDER'S CERTIFICATION (just this page), must be included with the proposal.

BIDDER: _____

PROPOSAL

**TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA**

For Construction On

**LONE PINE CANYON ROAD
At Sheep Creek**

**LENGTH: 0.144 Mile
WORK ORDER: H14276
AREA: Wrightwood
ROAD NO.: 504150-020**

NOTICE: BIDDERS MUST OBTAIN BIDDING DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS OR FROM THE COUNTY OF SAN BERNARDINO ELECTRONIC PROCUREMENT NETWORK (ePRO) <https://epro.sbcounty.gov/epro/>. BIDS PREPARED ON FORMS OBTAINED FROM OTHER SOURCES WILL NOT BE ACCEPTED. BIDDERS MUST BE LISTED ON THE OFFICIAL PLAN HOLDERS LIST AT THE TIME BIDS ARE PUBLICLY OPENED. BIDS RECEIVED FROM BIDDERS WHO ARE NOT LISTED ON THE OFFICIAL PLAN HOLDERS LIST WILL NOT BE ACCEPTED.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation; that bidder has carefully examined the location of the proposed work, the proposed form of contract, and the plans and specifications therein referred to; and bidder proposes and agrees if this proposal is accepted, that bidder will contract with the County of San Bernardino, in the form of the copy of the contract to provide all necessary machinery, tools, apparatus and other means of construction, and to do all work and furnish all the materials specified in the contract, in the manner and in the time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that bidder will take in full payment therefore the following prices, to wit:

PROPOSAL CHECKLIST AND ASSEMBLY SEQUENCE

IMPORTANT

Failure to Properly Complete Bid Package May Result in Rejection of Bid

1

Proposal – Assemble all pages in same numbering sequence as original.

- ☐ Replacement Bid Sheets from Addendum are substituted in sequence, if applicable.
- ☐ Unit Prices are entered for all bid items (or Alternate bid items).
- ☐ Corrections or changes to the bid document are initialed.
- ☐ Subcontractors, if any, are listed
- ☐ Public Contract Code Section 10285.1 Statement is executed
- ☐ Public Contract Code Section 10162 Questionnaire is completed
- ☐ Noncollusion Declaration is executed and submitted with bid.
- ☐ Bidder Information is completed and correct.
- ☐ Proposal is complete and signed by authorized company representative.

2

Addendums, if any, are acknowledged. (Normally sent by facsimile and mail)

- ☐ "Bidder's Certification" (Just the Certification page) are executed and attached.

3

Bidder's Security.

- ☐ 10% of Bid Amount in Cash, Cashier's Check, Certified Check or Bidder's Bond.
- ☐ If Bidder's Bond, surety signature is notarized.
- ☐ If Bidder's Bond, surety power of attorney is attached.

4

ePRO.

- ☐ Registered as a Vendor in the ePro System prior to date and time to receive bid.
- ☐ If submitting bid through ePro, original Bid Security submitted in a separate sealed envelope labeled "Bid Bond" with the title of the work and name of bidder marked on outside of envelope to the Department of Public Works, Front Reception. Must be received on or before the time set for the opening of bids.
- ☐ If submitting a bid through ePro, Scan and attach to your quote the Fully Executed Proposal Documents (pages P-1 thru P-14).
- ☐ If submitting a bid through ePro, Scan and attach to your quote the Fully Executed Certification Page for ALL Addendums.

5

REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) (SENATE BILL 854).

- ☐ DIR Registration Number identified for Bidder and all subcontractors.

Bidder: _____

Project: *Lone Pine Canyon Road Culvert*

W.O.#: *H14276*

Limits: *Desert View Dr. to 66 Feet West Summit Dr.*

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
1	50,000	F.A.	Supplemental Work (Unforeseen Differing Site Conditions and Utility Conflicts)	\$ 1.00	\$ 50,000.00
2	1	L.S.	Prepare Final Storm Water Pollution Prevention Plan (SWPPP)	\$	\$
3	1	L.S.	Water Pollution Control Work	\$	\$
4	1	L.S.	Diversion and Control of Water / Dewatering	\$	\$
5	1	L.S.	Trench / Excavation Safety	\$	\$
6	1	L.S.	Mobilization	\$	\$
7	1	L.S.	Develop Water Supply	\$	\$
8	1	L.S.	Traffic Control System	\$	\$
9	1	L.S.	Field Office Facility	\$	\$
10	1	L.S.	Fire Plan	\$	\$
11	955	C.Y.	Roadway Excavation	\$	\$
12	11,400	C.Y.	Channel Excavation	\$	\$
13	215	C.Y.	Class 2 Aggregate Base	\$	\$
14	450	TON	Asphalt Concrete (Type A)	\$	\$
15	65	S.Y.	Place Asphalt Concrete (Miscellaneous Area)	\$	\$
16	100	S.Y.	Cold Plane Asphalt Concrete Pavement	\$	\$
17	1	L.S.	Construct and Install 48' span x 13'-1 3/8" rise x 96' long Pre-Cast Arched Culvert, Headwall, Headwall Counter Fort, Wingwall and Wingwall Anchor (Type D)	\$	\$
18	20	C.Y.	Minor Concrete Overside Drain	\$	\$
19	420	C.Y.	Class 1 Concrete (Invert Slab, Apron Slab and Cut-Off Wall)	\$	\$
20	340	C.Y.	Class 2 Concrete (Arched Culvert Stepped Footing, Headwall Footing and Wingwall footing)	\$	\$
21	1,750	C.Y.	Concreted Rock Slope Protection (1/4 Ton Class, Method A Placement)	\$	\$
22	430	C.Y.	Concreted Cut-Off walls (1/4-Ton Class, Method A Placement)	\$	\$
23	650	C.Y.	Concreted Apron (4-Ton Class, Method A Placement)	\$	\$
24	260	L.F.	Chain Link FenceType (CL-10)	\$	\$
25	5	E.A.	Metal Pipe Swing Gate	\$	\$
26	5	E.A.	Paint Metal Pipe Swing Gate	\$	\$
27	1	L.S.	Remove Existing 10'x5' Box Culvert, Wingwalls, Cut -Off Walls, Steel Grates, Grouted Rocks Cut Off Wall, And Grouted Rocks	\$	\$

Bidder: _____

Project: ***Lone Pine Canyon Road Culvert***

W.O.#: ***H14276***

Limits: ***Desert View Dr. to 66 Feet West Summit Dr.***

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
28	870	S.Y.	Remove Asphalt Concrete Surfacing	\$	\$
29	1	L.S.	Clearing and Grubbing	\$	\$
30	300	SY	Remove Concrete Pavement	\$	\$
31	2	EA.	Remove Roadside Sign	\$	\$
32	7	EA.	Remove and Relocate Sign	\$	\$
33	25,000	F.A.	Habitat Restoration Finish Grading	\$ 1.00	\$ 25,000.00
34	5	E.A.	Remove Existing Pipe Gate	\$	\$
35	86	L.F.	Metal Beam Guard Railing	\$	\$
36	4	EA.	Terminal System (RSI FLEAT TERMINAL)	\$	\$
37	12	EA.	Guard Railing (Class 1- Type E) Delineator	\$	\$
38	2	E.A.	Portable Changeable Message Sign	\$	\$
39	3	E.A.	Roadside Sign (Metal)	\$	\$
40	2	EA.	Reset Roadside Sign	\$	\$
41	1,750	L.F.	Paint Traffic Stripe (2-Coat)	\$	\$
42	17	S.F.	Paint Pavement Marking (2-Coat)	\$	\$
43	1	L.S.	Finishing Roadway	\$	\$
44	3,400	C.Y.	Local Borrow	\$	\$

PROJECT TOTAL: \$

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

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained, rounded to the next lower penny, shall be the unit price.

If this proposal shall be accepted, the contract shall be signed by the successful bidder and returned **within 10 days**, and the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self-insurance coverage shall be provided **within 10 days**, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Should the undersigned fail to contract as aforesaid, the Board of Supervisors may, at its option, determine that the bidder has abandoned the contract, and, thereupon, this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same may be the property of the County of San Bernardino.

**NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL
BIDDER**

The bidder shall complete the following information as required by the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100 et seq.

Note: Subcontractors must be licensed and registered with the DIR (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)) at the time of the bid opening.

Information marked with ** is required. (Make additional copies of this form if needed)

SUBCONTRACTORS LIST

Name: ** _____ Fed. ID: _____ Item(s) #: ** _____

Business Location: ** _____ % (s): _____

Telephone: (____) _____ Amount: \$ _____

License #: ** _____ Description of Work: ** _____

DIR Registration #: ** _____

Name: ** _____ Fed. ID: _____ Item(s) #: ** _____

Business Location: ** _____ % (s): _____

Telephone: (____) _____ Amount: \$ _____

License #: ** _____ Description of Work: ** _____

DIR Registration #: ** _____

Name: ** _____ Fed. ID: _____ Item(s) #: ** _____

Business Location: ** _____ % (s): _____

Telephone: (____) _____ Amount: \$ _____

License #: ** _____ Description of Work: ** _____

DIR Registration #: ** _____

Name: ** _____ Fed. ID: _____ Item(s) #: ** _____

Business Location: ** _____ % (s): _____

Telephone: (____) _____ Amount: \$ _____

License #: ** _____ Description of Work: ** _____

DIR Registration #: ** _____

NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance 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.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code section 10285.1, the bidder hereby declares under penalty of perjury that the bidder

has ☐ **Check One** 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 check mark after "has" or "has not" in one of the blank spaces provided.

The above Statements are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

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:

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 ☐ **Check One** **No** ☐

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

NOTE: The above Questionnaire is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE
SECTIONS 9204, 20104, 20104.2, 20104.4, 20104.6, AND 20104.50
RESOLUTION OF CONSTRUCTION CLAIMS AND PROMPT PAYMENT

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 his or her 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, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

20104.

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2 For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4 The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the

submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.10) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

ARTICLE 1.7

Modification; Performance, Payment

20104.50

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

(Public Contract Code section 7106)

The undersigned declares:

I am the _____[title] of _____
[name of the bidder], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [date], at _____ [city], _____ [state].

Print Name

Signature - REQUIRED

NOTE: The above Noncollusion Declaration is part of the Bid, and failure to include the Noncollusion Declaration with the Bid will result in the Bid being found nonresponsive.

Bidders are reminded that this declaration must be signed under penalty of perjury.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

IRAN CONTRACTING ACT OF 2010
(Public Contract Code section 2200 et seq.)

(Applicable only to Contracts of One Million Dollars (\$1,000,000) or More):

In accordance with Public Contract Code section 2204 (a), the bidder certifies that at the time the bid is submitted or the contract is renewed, that bidder is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

NOTE: The above Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Bidders are cautioned that making a false certification may subject bidder to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

Accompanying this proposal is _____

in the amount equal to at least ten percent of the total of the bid.

(Note: Insert the words "CASH (\$)," "CASHIER'S CHECK," "CERTIFIED CHECK," or "BIDDER'S BOND," as the case may be.)

The names of all persons interested in the foregoing proposal as principals are as follows:

NOTICE: If the bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co- partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

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

License No.: _____ Expiration Date: _____

Dept. of Industrial Relations Reg. No: _____ Federal Identification No.: _____

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing documents are true and correct and that the bidder satisfies all of the requirements identified in said documents.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

<u>Print Name</u>	<u>Signature - REQUIRED</u>	<u>Title</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date: _____

Name of Bidder _____

Business Address _____

Place of Business _____

Business Phone No. _____ Business Fax No. _____

Place of Residence _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

_____, as Principal, (hereinafter called the "Principal"),
and _____, as Surety, (hereinafter called "Surety"),
an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at:

_____ are held and firmly bound unto the **COUNTY OF SAN BERNARDINO**, as Obligee, (hereinafter called "**Obligee**"), in the sum of _____ Dollars (\$ _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

PROJECT TITLE: LONE PINE CANYON ROAD; PROJECT LIMITS: AT SHEEP CREEK ;W. O. NO.: H14276

BID DATE: _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of said proposal and give such bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, _____ Year

Principal
By: _____
Signature

Printed Name

Title

Surety
By: _____
Signature, Attorney-in-Fact

Printed Name