

TABLE OF CONTENTS

	<u>PAGE</u>
PART 1: NOTICE INVITING BIDS	A-1 to A-3
PART 2: INSTRUCTION TO BIDDERS	B-1 to B-5
PART 3: BIDDER'S PROPOSAL	
BIDDER'S PROPOSAL	C-1 to C-13
BIDDER'S BOND	D-1 to D-2
INFORMATION REQUIRED OF BIDDERS	E-1 to E-13
PART 4: AGREEMENT, BONDS AND INSURANCE	
AGREEMENT	F-1 to F-18
FAITHFUL PERFORMANCE BOND	G-1 to G-3
LABOR AND PAYMENT BOND	H-1 to H-3
WORKMEN'S COMPENSATION CERTIFICATION	I-1 to I-5
APPRENTICESHIP REQUIREMENTS	J-1
RELEASE FORM	J-2 to J-3
LOCAL AGENCY BIDDER-DBE (CONSTRUCTION CONTRACTS)- DBE INFORMATION FORM	J-4 to J-5
PART 5: SPECIAL PROVISIONS	SP-1 to SP-26
PART 6: TECHNICAL PROVISIONS	T-1 to T-89
A. LANDSCAPE AND IRRIGATION	
PART 7: APPENDICES	
A. STANDARD DRAWINGS	
B. CITY PERMIT APPLICATION FORMS	
Trench / Excavations Form (CAL/OSHA 41-1)	
Extract of Public Works contract award (DIR-PWC 100)	
C. RAILROAD AND CALTRANS ENCROACHMENT PERMIT FORMS	
D. GEOTECHNICAL INVESTIGATION EXCERPTS	
E. PAVEMENT FABRIC INVESTIGATION TABLE & MAP	
F. CCPR TESTING & REPORTING REQUIREMENTS	
G. REFERENCE PLANS	
H. TRAFFIC AND LIGHTING	
I. <u>STORM WATER POLLUTION PREVENTION PLAN</u>	

**CITY OF POMONA
NOTICE INVITING SEALED BIDS**

FOR

MAJOR STREET REHABILITATION - CITYWIDE (FY 13/14-15/16)

PROJECT NO. 428-68548

RECEIPT OF PROPOSALS: Sealed proposals will be received at the Purchasing Office (Basement Level), City Hall, Pomona, California, until **11:00 AM on Thursday, March 3, 2016** for the furnishing of all plant, labor, materials, equipment and incidentals for the: "**MAJOR STREET REHABILITATION - CITYWIDE (FY 13/14-15/16), PROJECT NO. 428-68548**". It is the bidder's sole responsibility to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened.

The words "**Bid: Major Street Rehabilitation - Citywide (FY 13/14-15/16) Project No. 428-68548,**" to be opened on **11:00 AM, Thursday, March 3, 2016** shall appear on the envelope of each sealed bid and each sealed envelope shall be addressed to the Purchasing Office, City Hall, Pomona, California. The proposals will be publicly opened and read in the Purchasing Office Basement, City Hall, Pomona, California at **11:00 AM** on the aforementioned date.

SUBMITTAL INSTRUCTIONS: Proposals shall be submitted in sealed envelopes and marked "**MAJOR STREET REHABILITATION - CITYWIDE (FY 13/14-15/16) PROJECT NO. 428-68548**". One (1) original proposal must be received in the Purchasing Office (Basement Level) before the time of **11:00 AM, on Thursday, March 3, 2016**. Mail bids via US Mail to: City of Pomona Purchasing Division, P.O. Box 660, 505 South Garey Ave. Pomona, CA 91769; or, or Hand- Deliver bids In-Person to: City of Pomona Purchasing Division, Pomona, CA 91766. The above time and date are fixed and extensions will not be granted. The City of Pomona does not recognize the U.S. Postal Service, FedEx, UPS or any other carrier as its agent for purposes of receiving proposals. All proposals received after the deadline shown will be rejected.

DESCRIPTION OF WORK: The Engineer's Estimate is **\$13,507,000**. The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required in the specifications and contract documents, for the following project(s):

"MAJOR STREET REHABILITATION - CITYWIDE (FY 13/14-15/16) PROJECT NO. 428-68548"

COMPLETION OF WORK: All work to be done under this contract shall be completed within **one hundred twenty (120) consecutive working days**, beginning on the date stipulated in the written "Notice to Proceed" issued by the City Engineer. The Contractor shall also comply with other time-related requirements for the work further detailed in the project plans and specifications. The contractors schedule shall be prepared so that start and completion of work occurs while adjacent schools are in summer recess: June 13 through August 3.

OBTAINING CONTRACT DOCUMENTS: Specifications and all contract documents may be obtained AFTER FEBRUARY 8, 2016 on-line via the internet through the City's web site at: (see addenda address below), or at the office of the City Engineer, City Hall, Pomona, California, upon payment of **\$95.00** for each set (NON-REFUNDABLE). Add **\$25.00** if mailing is requested.

Addendum No. 1

A-1

BIDDER'S EXAMINATION OF SITE: Each bidder shall examine carefully the site of the proposed work and the contract documents herein. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality and quantity of the materials to be furnished; and as to the requirements of the contract, specifications and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "**Information Required of Bidders**" in the space provided therefore.

DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, firm partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.

The Bidder agrees, in submitting this Bid, to perform, with its own organization, work amounting to at least fifty percent (50%) of the bid amount except that any designated "specialty item" may be performed by subcontract and may be deducted from the bid amount before computing the amount of work required to be performed by the Bidder. If the Bidder, after computing the amount of work required, fails to meet at least fifty percent (50%) of the amount of work required with its own forces, the Bid will be considered non-responsive and will be rejected with no further consideration.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal on or after March 1, 2015, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public works pursuant to Labor Code Section 1725.5 and as allowed by Labor Code Section 1771.1(a). It is not a violation for an unregistered contractor to submit a bid that is authorized by section 7029.1 of the California Business and Professions Code or by section 10164 or 20103.5 of the California Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded. Contractors and subcontractors not registered and qualified at the time of bid opening shall provide written proof of same to City Engineer within 24 hours of bid opening or the City may declare them unresponsive.

If the Contractor inadvertently lists a non-registered subcontractor in a bid proposal, the proposal shall not be grounds for filing a bid protest or for considering the bid nonresponsive if: (a) the subcontractor is registered prior to the bid opening; (b) within 24 hours of the bid opening the subcontractor is registered and has paid the penalty fee; or (c) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code 4107.

No contractor or subcontractor may be awarded a contract on a public works project that is awarded on or after April 1, 2015, unless registered with the Department of Industrial Relations. Contractors and subcontractors shall maintain and keep their Department of Industrial Relations registration current and active for the life of the contract.

RETURN OF PROPOSAL GUARANTIES: Within fifteen (15) calendar days after written notice of the award of the contract, the City will return the proposal guaranties accompanying each of the proposals that are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed. They will then be returned to the respective bidders whose proposals they accompany.

ALTERNATES: ~~The Contract will be awarded to the lowest responsible bidder based on the base~~

bid schedule A. At the election of the governing board the alternate bid schedule, or portions of the alternate bid schedules, may be added to the base bid contract upon award of the contract to the lowest responsible bidder.

AWARD PROCESS: Once all Bids are opened and reviewed to determine the APPARENT lowest responsive and responsible Bidder, the City Council may award the contract. Within 48 hours after Award of Contract by the City Council, the apparent successful Bidder will be sent a written Notice of Award and a **Conditional Notice to Proceed (Conditional NTP)**, to begin preparing the following documents: (1) the Performance Bond; (2) the Payment (Labor and Materials) Bond; (3) the required insurance certificates and endorsements; (4) Shop drawings and submittals, (5) construction schedule; (6) Traffic control plans; (7) Storage yard with yard agreement for use between contractor and yard owner; and (8) Haul routes. The Bidder will have fifteen (15) calendar days after written notice of the award of the contract to supply the City with all of the required documents and certifications listed above. Upon City Engineer acceptance and approval of the required documents and certifications listed in Conditional NTP, the City may issue a **Full Notice to Proceed** to commence work to the successful Bidder.

The Contractor shall not mobilize until the Full NTP is issued by the City: Except, Contractor shall mobilize upon issuance of Conditional NTP for pavement samples testing and related work needed for pavement recycling submittals.

The duration of the **Conditional NTP** period is planned to span one month or less; however the review, revise and submit cycle is repeated until all the submittal is approved and accepted to the City. The City shall review submissions by the Contractor and return them to the Contractor with approvals or requests for revisions within seven (7) calendar days. The Contractor shall submit revisions requested by the City within seven (7) calendar days of receipt of the request for revision. The Conditional NTP period shall not exceed forty-five (45) calendar days. Contractor shall make every effort to reduce and minimize the timeframes above.

FAILURE TO SUCCESSFULLY PREPARE THE REQUIRED SUBMITTALS: Failure to submit the required submittals within the times specified and obtain City approval of submittals which conform to the requirements of the Plans and Specifications will be deemed a material breach of the contract, and may result in termination of the contract and award to the second lowest bidder or rebidding of the contract.

AWARD OF CONTRACT: Contractor bids received will be compared based upon the lowest combined Sum Total of: Project Base Bids and all listed Additive Alternates. Submittals not including all bid unit prices for all Additive Alternates will be deemed non-responsive. Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose proposal complies with the requirements of these specifications (proposal must also be responsive). The award, if made, will be made within **ninety (90) calendar days** after the opening of the proposals, provided that the award may be made after said period if the successful bidder shall not have given the City written notice of the withdrawal of his bid.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the form agreement provided, and shall secure all insurance and bonds as herein provided within **fifteen (15) calendar days after** written notice of the award of the contract. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

PROPOSAL
FOR
Major Street Rehabilitation - Citywide (FY 13/14-15/16)
Project No. 428-68548

TO THE HONORABLE MAYOR AND
CITY COUNCIL OF THE CITY OF POMONA

In compliance with the annexed "Notice Inviting Sealed Bids", the undersigned hereby proposes and agrees to perform all the work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefore in accordance with the specifications therefore, known as "**Major Street Rehabilitation - Citywide (FY 13/14-15/16), Project No. 428-68548**", which are on file in the office of the City Engineer of the City of Pomona. The undersigned agrees to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the City Engineer of the City of Pomona, duly appointed for said work in the matter of the construction and installation of "**Major Street Rehabilitation - Citywide (FY 13/14-15/16), Project No. 428-68548**", as designated on the specifications known as "**Major Street Rehabilitation - Citywide (FY 13/14-15/16), Project No. 428-68548**", on file in the office of the City Engineer of the City of Pomona, and further agrees to enter into a contract therefore in the time, form and manner provided by law at the following prices.

Each line item bid shall contain all costs and expenses for the work described in the same numbered bid item in the Technical Provisions of the Contract Documents.

BASE BID SCHEDULE A

Major Street Rehabilitation - Citywide (FY 13/14-15/16); Project No. 428-68548

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
CONTRACT ITEMS				
A-1	Mobilization (Bid Price Shall be <u>in a range from 1.5% to</u> 2% of the Total Base Bid)	1 LS	\$ _____	\$ _____
A-2	Monument Preservation	1 LS	\$ _____	\$ _____
A-3	NPDES/Water Pollution Control	1 LS	\$ _____	\$ _____
A-4	Project Signs	41 EA	\$ _____	\$ _____
A-5	Railroad Permitting	1 LS	\$ _____	\$ _____
A-6	Traffic Control & Electronic Signs	1 LS	\$ _____	\$ _____
A-7	Punch List (Bid Price Shall be 2% of the Total Base Bid)	1 LS	\$ _____	\$ _____

ADDITIVE ALTERNATE BID SCHEDULE D

Major Street Rehabilitation - Citywide (FY 13/14-15/16). Project No. 428-68548

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL PRICE
TRAFFIC SIGNAL (Per Appendix)					
D-1	Install 3" Conduit (Leg Location) Complete in Place	17	EA	\$ _____	\$ _____
D-2	Install #6 PB	34	EA	\$ _____	\$ _____
D-3	Replace Wiring with CSC Wire	9	EA	\$ _____	\$ _____
D-4	Relocate Pole Mounted Service to Constructed Pedestal & Reconnect	28	EA	\$ _____	\$ _____
D-5	Install Countdown Ped Head	72	EA	\$ _____	\$ _____
D-6	Install Video Detection at Specified Intersection	6	EA	\$ _____	\$ _____
D-7	Install Battery Backup System	5	EA	\$ _____	\$ _____
D-8	Remove & Replace Traffic Standard, Mast Arm, &/or Luminaire Arm	29	EA	\$ _____	\$ _____
D-9	Upgrade Existing Controller, <u>Cabinet, & Foundation</u>	<u>11</u>	EA	\$ _____	\$ _____

TOTAL ADDITIVE ALTERNATE BID SCHEDULE D AMOUNT: \$ _____

TOTAL ADDITIVE ALTERNATE BID SCHEDULE D AMOUNT IN WORDS:

GRAND TOTAL BID AMOUNT (A+B+C+D): \$ _____

GRAND TOTAL BID AMOUNT (A+B+C+D) IN WORDS:

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall provide: (a) the name, and location of the place of business, and California Contractor License Number and (b) the work to be performed by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Work To Be Performed:	Subcontractor and License No.	PWC Registration No.	Location of Business	% of the Work

The total percentage of the work performed by all subcontractors shall not exceed fifty percent (50%) of the total bid amount.

Name of Bidder _____

Signature _____

Name and Title _____

Date _____

**INSTRUCTIONS - LOCAL AGENCY BIDDER-DBE (CONSTRUCTION CONTRACTS)
INFORMATION FORM (Revised 11/06)**

DBE PROGRAM: The City of Pomona encourages the use of Disadvantaged Business Enterprises (DBE's) for all projects; this project is not federally funded and DBE participation is not required. The Contractor is encouraged to take all necessary and reasonable steps to ensure that DBE's have the opportunity to participate in the contract. The Contractor is encouraged to make work available to DBE's and select work parts consistent with available DBE subcontractors and suppliers. Should the Contractor choose a DBE subcontractor or supplier to participate as part of the project this form should be submitted to the City at the time of Contract Award. For a list of DBE's certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

The form requires specific information regarding the construction contract: Agency, Location, Project, Descriptions, Contract Number (assigned by local agency), Federal Aid Project Number (assigned by Caltrans - Local Assistance), Total Dollar Contract Amount, Bid Date, and Bidder's Name.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Sub-contracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor. Notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number).

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.)

This form must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

The Contractor shall be responsible prior to the start of construction for locating, referencing, and filing of Corner Records with the County Surveyor's office for survey control points/ monuments that exist as shown on recorded Tract Maps, Parcel Maps, Records of Surveys and Highway Maps which are going to be affected or disturbed by the proposed construction.

After the proposed completion of the proposed construction, said monuments and/or control survey points shall be reset to the new surface in accordance with current professional land surveying practices and per City of Pomona Standard A-9-65. Corner Records shall be filed with the County Surveyor, with a copy provided to the City, for all new monuments set.

2-9.2 Survey Service. Delete the entire subsection and substitute the following:

The Contractor shall pay and provide usual and customary construction staking. The Contractor shall submit to the City for approval, the qualifications of the Licensed Land Surveyor, prior to commencing the construction staking.

“All survey monuments, centerline ties and survey reference points shall be protected in place or reestablished where disturbed, in accordance with Section 8771 of the Professional Land Surveyor's Act (Business & Professions Code Section 8700 et seq.), prior to Project acceptance. This work will be the responsibility of the Contractor and shall be at the Contractor's sole cost and expense.”

All construction control surveying, **including verification of the existing surfaces required to establish control of line and grade for the finish surface,** shall be performed under the supervision of a Registered Civil Engineer or Licensed Land Surveyor at the expense of the Contractor.

Survey stakes shall be set and stationed by the Contractor's surveyor as follows:

- | | |
|-----------------|---|
| 1. Drains | 50' intervals and change of alignment or grade |
| 2. Water | 40' intervals and change of alignment or grade |
| 3. Sewer | 40' intervals and change of alignment or grade |
| 4. Structures | 4 corners with reference elevations |
| 5. Rough Grade | As required to achieve cut or fill to finished grade (or flow line) as indicated on a grade sheet (maximum interval of: 50' intervals, 50' grid pattern, and change of alignment or grade) |
| 6. Finish Grade | As required to achieve cut or fill to finished grade (or flow line) as indicated on a grade sheet (maximum interval of: 25' intervals, 25' grid pattern, and change of alignment or grade; as well as 15' intervals and 15' grid pattern for intersections and curb return areas) |

Offsets and locations shall be as agreed upon. The Contractor shall transfer grade hubs for construction as he may require. The Engineer shall have the right to verify the Contractor's survey extensions, and if found deficient, the Contractor shall pay the costs therefore.

2-9.4 Line and Grade. Delete the entire subsection and substitute the following:

“All work, including finished surfaces, shall during its progress and upon completion conform to the

MOBILIZATION (BID PRICE SHALL BE IN A RANGE FROM 1.5% TO 2% OF THE TOTAL BASE BID) - BID ITEM #A-1

A. GENERAL

Mobilization shall consist of all conditional notice to proceed work, securing all permits/approvals and licenses, paying all fees, preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project; and for all other work and operations which must be performed or cost incurred without other pay items on the various contract items on the project site.

Re-mobilizations from street to street and as needed in all other circumstances by the Contractor's operations, work sequencing, revised work sequencing, scheduling, revised schedules and for all work shall be included in various other pay items. No separate payment or change orders will be allowed for any re-mobilizations related to additive alternate work shall be included in the additive alternate work pay items.

Mobilization shall also include all costs required by the contract and not specifically included in a pay item.

B. PROJECT COORDINATION

The Contractor shall be required to initiate and maintain project coordination with affected stakeholders, other contractors, residents, schools, police & fire departments, solid waste collection department, utility agencies, transportation agencies and businesses throughout the course of this project.

The Contractor shall facilitate and coordinate with all transit agencies regarding affected transit routes a minimum of 4 weeks in advance of any impact to the route to minimize and eliminate adverse effects (especially closed or relocated bus stops and access to transit centers) on transit operations and transit users/customers, bus routes, bus stops, and transit centers. Known transportation agencies within the project limits are:

- Foothill Transit,
- Metro,
- Omni Trans and
- Pomona Transportation Authority

The contractor shall coordinate with each agency to determine necessary accommodations for the bus stops during the course of the project. Coordination may involve field meetings to discuss the safe passage of pedestrians, the limits where work zone will be, recommend phasing of work in a sequence to cause as little impact and/or the closure of the bus stops.

Attention to business coordination shall also be included under the contractor's responsibilities.

As part of the contractors project coordination efforts, a minimum of two project specific notices shall be prepared and distributed to all schools, residences and businesses within the project limits, or whose properties lie on dead end/cul-de-sac streets that intersect with one of the project segments.

Separate notices shall be prepared for each roadway segment. The minimum required types of notices are:

- **Project Information Notice** (to be distributed at start of project) which includes:
 - General project limits (street specific) & scope of work
 - Construction timeframe & duration
 - Contractor contact name and number for access needs and project questions

- **Slurry/Fog Seal or Grinding and Paving Notice** (to be distributed 5 working days prior to start of grinding/paving operations) which includes:
 - Description of type of work
 - Specific Dates of grinding & paving impacts
 - Parking limitations
 - Special Instructions (Trash, Access, Etc.)
 - Contractor contact name and number for access needs and questions.

Contractor shall perform all work on Monterey Avenue between Main and Garey at night between the hours of 10:00PM and 4:00AM, and return this segment of street to a fully open (to all modes of traffic and parking) condition at all other times. The Contractor shall include all lighting, traffic control, resources, time, material, equipment, overhead, supplier and sub-contractor costs, and all other costs to accomplish this required night work on Monterey in the unit price for asphalt base (not ARHM) paving items.

Contractor shall coordinate with City PW inspectors, Solid Waste disposal and recycling operations personnel, and residents/businesses/etc. to ensure collection and containers are managed and handled with advance coordination, and advance notices to residents/businesses/etc. to prevent and avoid disruptions to service.

Contractor shall coordinate in advance with City PW inspectors and Geotechnical Consultant personnel to facilitate and coordinate testing needed for the work in a manner that prevents and avoids delays to the schedule for the work.

Contractor is made aware that Level 3 Communications has existing fiber optic facilities along the south side of Arrow Highway at Garey Avenue.

Contractor shall not perform any grinding, asphalt, ARHM, or slurry/fog seal work on Monterey Avenue and Park Avenue between Mission Boulevard and Holt Avenue during the same time period.

Contractor shall not perform any grinding, asphalt, ARHM, or slurry/fog seal work on parallel portions of Kingsley Avenue and Alvarado Street (Garey to San Antonio) during the same time period.

All streets are to remain open for a minimum of two (2) thru-lanes of vehicular traffic (one in each direction) for the duration of the work.

Contractor is advised that City Crews and other Contractors will be working on the same streets in this project and other streets in the City and this Contractor shall coordinate the work in this project with the work of others. The Contractor shall not perform any grinding, asphalt, ARHM, or slurry/fog seal work on work on Dudley Street until after October 1, **2016** due to a separate water main project planned for Dudley Street and the surrounding neighborhood streets; however, the Contractor is allowed

to perform concrete (PCC) work on Dudley Street when the Contractor coordinates his work with the work of other contractors working in the area. The Contractor is hereby informed that the State of California Department of Transportation (Caltrans) has a slurry seal project planned for Foothill Boulevard and the Contractor shall coordinate work in this project with Caltrans and Caltrans' contractors. The Contractor is hereby informed that there is a development contractor working on improvements in the area of LaVerne Avenue and Garey Avenue and the Contractor shall coordinate work in this project with this development contractor.

Contractor shall pothole proposed tree locations, existing pavement, existing and proposed utilities, foundations, and proposed underground work locations, sufficiently in advance of all respective work to identify and resolve any conflicts prior to construction and in time to avoid any delays to the work schedule. Potholing pavement in advance of the construction work to determine and verify pavement types, the presence of paving fabrics, pavement section thicknesses, and type of base is the Contractor's responsibility as part of potholing and submittals required for this project.

Contractor shall sequence his operations and schedule so that delays do not occur due to time needed for material and equipment delivery. Signal poles shall not be installed prior to August 1, 2016.

Contractor shall not begin work on Garey Avenue until after July 15, 2016. Contractor shall begin work on Garey Avenue after other streets included in the work as possible.

Contractor shall sequence his operations and schedule so that streets within school zones are prioritized to be completed prior to one week prior to the beginning of the 2016-17 school year. Work on streets within 3 blocks and within 3 signalized intersections radius of all schools shall be completed between June 12 and August 6, 2016.

Contractor shall utilize a minimum of two separate crews for all PCC, AC, ARHM, and other paving related work on this project.

Contractor shall provide operate and maintain eight (8) additional electronic Changeable Message Board signs, with 'Businesses Open' message, and other messages as the City may require, and relocate said message boards as requested by the City for the duration of the work.

Contractor shall attend weekly progress meetings at Pomona City Hall, 505 S. Garey Avenue, Pomona, CA 91724, from the week of the conditional notice to proceed through the week of the notice of completion. At the weekly progress meetings, Contractor shall provide in a format acceptable to City Engineer: updated schedules, work locations map for current and next 2 weeks. Contractor shall participate in the planning and forecasting of work to avoid delays and disruptions, and shall communicate with the City to anticipate resolution of foreseeable issues before they happen and to expedite resolution (time is of the essence) of issues that have already occurred. The Contractor shall attend the weekly progress meetings and shall:

- be prepared to discuss all aspects of the project,
- require necessary subcontractors to also attend and perform,
- provide updated complete project CMP schedule,
- provide updated detailed 2 week look-ahead schedule, and
- updated overall project schedule

Contractor shall distribute notices acceptable to City to residents, businesses, and properties along all streets involved in the work for construction, no parking, and closures at periods of one week and again two working days prior to the related operations.

Contractor shall provide as part of required submittals: hard copy and soft/digital (Excel spreadsheet) versions of a schedule of values for all work involved with the project identifying breakdown of resources, time, material, equipment, overhead, supplier and sub-contractor costs, and all other costs included in all unit prices of the contract work.

Unless specifically stated otherwise above the costs for the above work shall be included in the unit price for asphalt base (not ARHM) paving items.

The Contractor shall also coordinate this project work with other Active Transportation Program (ATP) contractors. ATP contractors working for the City are expected to perform various intersection (paving, signal, bulb-out and related work) improvements at Garey & Foothill, Garey & Bonita, Garey & Arrow, Garey & Alvarado, Holt & Hamilton, Holt & Towne, Holt & San Antonio, and San Bernardino & Indian Hill. ATP contractors working for the City are also expected to perform surface/wearing course paving and signing/stripping improvements for a width of up to 15 feet along the curb/gutter of all streets with proposed bike lanes. See notes on plans.

Contractor shall protect in-place and work around all existing utilities, sewer laterals, water services, and similar lines.

Existing utility companies and City infrastructure reference plans are available on the City's web site (see location in Notice Inviting Bids), and bidders and the Contractor shall review this information and include all potential impacts (costs, time, etc.) due to these existing utilities and infrastructure on the proposed work with their proposal bid item prices as required herein. Existing utility companies and City infrastructure reference plans will not be provided in hard copy, bidders and the Contractor shall download this information from the City's web site.

The cost for project coordination and notification shall be included in various work items and no additional compensation will be allowed therefore.

C. CITY OF MONTCLAIR COORDINATION

The Contractor shall be responsible for coordinating with the City of Montclair to obtain the necessary encroachment permits and approvals for the work which will affect traffic signal and vehicular operations on Mills Avenue. All permitting, coordination, and other hours required to obtain approval and maintain correspondence with the City of Montclair shall be included in this bit item.

D. CONDITIONAL NOTICE TO PROCEED

Prior to the issuance of the Notice to Proceed, the City will issue a Conditional Notice to Proceed for the items listed in the general provisions of these specification. Upon issuance of the Conditional Notice to Proceed, the Contractor shall also be allowed to pothole existing facilities to verify pavement depths and take the necessary pavement cores for the cold central plant recycling testing and design. Working days will not be charged to the contract during this period until the issuance of the full Notice to Proceed and agreement of the construction start date.

E. MEASUREMENT & PAYMENT

Measurement & Payment for Mobilization (Bid Price Shall be in a range from 1.5% to 2% of the Total Base Bid) shall be on a **lump sum (LS)** basis as defined in Section 9-3.4 of the standard specifications, including but not limited to all activities, equipment, supplies, materials, transportation, facilities, and cleanup, and the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project; and for all other work and operations of the Contractor's forces which must be performed or cost incurred, without other pay items on the various contract items on the project site under the Contract. Payment shall be made as the work proceeds and shall constitute full compensation for the completion of the work. The total price for Mobilization shall be 2% of the total contract amount. No further compensation will be allowed separately from bid items.

MONUMENT PRESERVATION – BID ITEM #A-2

Prior to any construction activities, all monuments, centerline ties, and any other survey markers within the project limits shall be located and recorded by a State of California Licensed Land Surveyor. No work will be authorized until the Contractor submits the required documentation to the City. Upon completion of construction, conflicting monuments, centerline ties, and other survey markers obliterated during construction shall be replaced in-kind per section 309 of the SSPWC and per the California Professional Land Surveyor's Act, latest edition. Corner records for all applicable intersections shall be filed with the County of Los Angeles prior to and after construction activities with copies of recordings provided to the City. All work involved shall conform to the California Professional Land Surveyor's Act, latest edition.

Measurement & Payment for Monument Preservation shall be on a **lump sum (LS)** basis for all work involved with impacted monuments, centerline ties and survey markers due to all construction activity and shall include furnishing all materials, labor, and equipment necessary to perform all operations involved with resetting obliterated monuments, centerline ties, and other survey markers. Work shall also include all work involved with filing corner records prior to and after construction in conformance with the California Professional Land Surveyor's Act, latest edition and County of Los Angeles requirements, and providing documentation of same to the City.

NPDES/WATER POLLUTION CONTROL – BID ITEM #A-3

A. GENERAL

The Contractor shall be responsible for the implementation of approved Storm Water Prevention Pollution Plan (SWPPP) as prepared by Blue Peak Engineering, Section 7-8.6, "Water Pollution Control", of the Standard Specifications, Special Provisions and these Technical Provisions. The Contractor shall conform to the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, NPDES General Permit No. CAS000002 (Order No. 2009-0009-DWQ), the Waste Discharge Requirements for the County of Los Angeles and the Regional Water Quality Control Board for the Los Angeles Region. The Contractor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed and addresses his or her anticipated construction operations and meets the intent of the NPDES requirements.

The Contractor shall utilize Best Management Practices (BMP's) during construction to ensure that sediment from storm runoff and construction activities does not enter storm drains. Some of the

primary Water Pollution Control measures anticipated for this project include, but are not limited to, covering all storm drains inlets in the project vicinity with water permeable fabric and gravel bags prior to performing any AC grinding, removal or paving operations; properly fueling and cleaning all equipment/vehicles; maintaining an ample supply of gravel/sand bags on-hand when excavating new PCC sidewalk/ramp/curb/gutter improvements in the event of rain; properly containing all PCC treatment materials such as the coloring agents, exposed aggregate etching chemicals and surface treatment chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all out going debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the work area and haul routes to the satisfaction of the City of Pomona. The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. Regional Water Quality Control Board Los Angeles Region
2. County of Los Angeles
3. City of Pomona & NPDES General Permit Requirements (No. CAS000002 and Order No. 2009-0009-DWQ) including BMP's

B. BEST MANAGEMENT PRACTICES

The Contractor shall submit a Best Management Practice (BMP) plan for containing any wastewater or storm water runoff from the project site including, but not limited to the following:

1. No placement of construction materials where they could enter storm drain system, which includes gutters that lead to catch basins.
2. Checking construction vehicles for leaking fluids.
3. Providing a controlled area for cleaning or rinse-down activities.
4. Monitoring construction activities.
5. Minimizing usage of water when saw-cutting and vacuum the residue.
6. Providing measures to capture or vacuum-up water contaminated with construction debris.
7. Removing any construction related debris on a daily basis.
8. Protecting work areas from erosion.

The BMP will be approved by the Engineer prior to any work. The City of Pomona will monitor the adjacent storm drains and streets for compliance. Failure of the Contractor to follow BMP plan will result in immediate cleanup by City and back-charging the Contractor for all costs plus 15 percent.

It is assumed that the Contractor will apply for the "Small Construction Rainfall Erosivity Waiver" as defined in the General Permit. Filing of the waiver does not relieve the Contractor of submitting BMP's to be used on site during construction, nor does it relieve the Contractor from conforming to the storm water requirements of the State Water Resources Control Board. The Contractor shall complete the electronic Notice of Intent (NOI) and Sediment Risk form through the State Water Board's SMARTS system, certifying that the construction activity will take place during a period when the value of the rainfall erosivity factor is less than five. In the event that a the Rainfall Erosivity Waiver is not granted by the State Water Resource Control Board, the Engineer shall be notified immediately.

C. MEASUREMENT & PAYMENT

Measurement & Payment for **SWPPP/NPDES/Water Pollution Control** shall be on a **lump sum (LS)** basis including but not limited to all activities, equipment, supplies, materials, cleanup, and incidentals for doing all the work including the preparation, implementation and maintenance of BMP's on the construction site, preparation and filing for the NOI, **all SWPPP documentations, updates to SMARTS** and "Small Construction Rainfall Erosivity Waiver" as specified herein and as described in the SSPWC, all NPDES related work and activities, and no further compensation will be allowed therefore.

PROJECT SIGNS – BID ITEM #A-4:

The Contractor shall provide **visible notification for each street in which work is taking place** and install **ten (10) a minimum of three (3) project signs for each street**. The sign shall be mounted onto a 4'X8' plywood board, and supported by wood posts with bracing and skids as directed. The finish and lettering of the sign shall be as directed by the City.

The Contractor shall erect the sign using the attached City specifications install at locations designated by the Engineer. The erection of the signs shall be designed to be stable when subjected to high wind gusts. The Contractor shall maintain the sign for graffiti and shall provide a new sign if the graffiti or other event which damages the sign cannot be repaired. The Contractor may apply an anti-graffiti coating or cover the sign with clear Plexiglas as an alternative. The conditions for sign maintenance would remain the same; resulting in sign-replacement or Plexiglas replacement. At the end of construction the Contractor shall be responsible for removal and return to the City.

The information and format required for the sign will be discussed at the pre-construction meeting. The Contractor shall submit a draft copy of the Project Sign to the Engineer for approval before fabrication.

Measurement & Payment for **Project Signs** shall on a **per each (EA)** basis for the approval, production, fabrication, installation, maintenance, and, upon completion of the project, the removal of project signs, restoration of impacts, and shall include all materials, labor, equipment, and performing all operations necessary for project signage, as directed by the Engineer. No additional payment will be made therefore.

RAILROAD AND CALTRANS ENCROACHMENT PERMITTING – BID ITEM #A-5

The Contractor shall be responsible for obtaining an encroachment permit through SCRRA for the railroad crossings located on Garey Avenue.

Contractor shall be responsible for obtaining similar sample permit in Appendix C for the State of California Department of Transportation (Caltrans) Permit and associated requirements for Caltrans permit conditions and comply with same for all locations where the work involves Caltrans jurisdiction. Work within California Department of Transportation (Caltrans) jurisdiction/ right-of-way and work requiring Caltrans permits shall not start until after July 11, 2016.

No work on Garey Avenue within the limits of the railroad right of way will be allowed until the Contractor obtains the required encroachment permit and complies with all of the conditions listed in the approved permit. The City's approved permit application, instructions, permit requirements and forms have been included in Appendix C. The Contractor shall review and submit all required information to

SCRRA with a carbon copy being sent to the City Project Manager.

The contractor shall review and understand the permitting and scheduling requirements for the SCRRA permit. The contractor's schedule shall include scheduling items for submitting and obtaining approval for the construction permit, traffic control and site specific plans. Paving operations on Garey Avenue shall be planned in order to best coincide with SCRRA's approval of the final permit package.

SCRRA Permitting Timeline:

Once SCRRA receives the 1-complete submittal from the contractor it takes:

- **1-business week (on average) for SCRRA Finance Team to update the Project Budget based on the monies received**
- **15-business days (on average) to: review the construction plans, SSWP, etc., the contractor has submitted and issue their permit**

Extra delays may occur due to the following:

- **Incomplete submittal by the contractor**
- **SCRRA having comments and/or questions based on what the contractor provides**

It shall be the contractor's responsibility to verify the full extent of the submittal and scheduling requirements in order to fully comply with the SCRRA permit and to complete the scope of work within the allotted timeframe.

Measurement & Payment for Railroad and Caltrans Encroachment Permits shall be made on a **lump sum (LS)** basis and shall include all labor, equipment and hours necessary to coordinate and obtain the SCRRA encroachment permit, prepare traffic control and phasing plans, and comply with all conditions of the encroachment permit. The work item also includes all costs associated with conducting safety trainings and paying permit and SCRRA inspection fees, and all other associated cost. No additional payment will be made therefore.

TRAFFIC CONTROL & ELECTRONIC SIGNS– BID ITEM #A-6:

A. GENERAL REQUIREMENTS:

It shall be the Contractor's responsibility to furnish detailed Traffic Detour and Control Plans for CITY approval. Traffic Detour and Control plans shall be prepared by a California registered Civil or Traffic Engineer and submitted for plan checking prior to the start of construction.

Said plan shall identify construction phasing, which shall not disrupt existing traffic circulation patterns. Delineation shall be in accordance with the latest version of the California Manual on Uniform Traffic Control Devices as approved by the City Traffic Engineer. No street closures shall be proposed or made without the prior approval of the ENGINEER and other agencies involved.

All work shall conform to the SSPWC and the "California Manual on Uniform Traffic Control Devices" (CA-MUTCD). Unless otherwise specified, this item shall include full compensation for street closures, detours, grading, restoration, signs, flagmen, barricades, flashers, temporary striping, removal and replacement of miscellaneous signs, fences and all appurtenances related to providing traffic control for the project.

No street or access closure to through traffic will be allowed to be proposed or implemented without the approval of the ENGINEER.

Electronic message signs (EMS) shall be provided on each roadway segment per section 7-10.1. A minimum of three EMS shall be in place one week prior to any roadway operation that will have impact on the street. EMS shall remain in place until the work is completed on the roadway segment. It shall be the contractor's responsibility to maintain, update and move the EMS as required and directed by the City.

The Contractor shall provide advance electronic message signs (EMS) for road closures requiring detours and for lane closures at appropriate locations prior to entering the detour or lane closure area in each affected direction. These signs are in addition to the advance notification EMSs discussed in the supplemental provision (Section 7-10.1).

Traffic control also includes all additional materials, equipment and labor to construct driveways one-half (1/2) at a time.

Steel plate covers shall be installed over all open trenches at the close of construction each day so that a minimum of one (1) travel lane in each direction can be maintained during non-construction hours. Recess (flush) **and pin in place the** installation of steel plates is required on all asphalt streets and ramping (1v:24h) with asphalt is required on all concrete streets.

Specialized traffic control will be required for this project, requirements are described in Section 7-10.

Contractor shall supply, install, maintain and remove No Parking signs for the project with the California Vehicle Code section stated as required by the City on the sign, and shall coordinate with Police in advance for notification and advance posting for enforcement. "No Parking" signs must be posted a minimum of 48 hours in advance, but not more than 72 hours prior to the period needing enforcement. Tow-away, No Parking signs must include:

BY ORDER OF THE POLICE DEPT, C.V.C. 22651 (L) / 22658 (A)

All necessary temporary striping is included as part of the traffic control bid item.

B. PHASING REQUIREMENTS:

General Traffic Control/Phasing Requirements:

A minimum of one (1) travel lane of twelve (12) feet (minimum) in each direction shall be maintained on all paved streets within the construction zone at all times wherever possible. If one travel lane in each direction is not possible during construction, the Contractor shall follow the requirements stated in Section 7-10.1 which require flaggers and pilot cars for lane closures. Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction. Access shall be provided to all intersecting local streets and driveways at all times. Utility adjustment and striping will be permitted during daylight hours. The Contractor shall submit a plan detailing the delineation and protective measures to be undertaken for CITY and other agencies' approval.

Holiday Phasing Requirements:

The Contractor will not be allowed to excavate and leave open any parkway or roadway improvements over any weekend or holiday. The Contractor shall schedule and phase the work accordingly to ensure that all initiated work is completed before the start of any weekend or holiday.

Street Specific Traffic Control/Phasing Requirements:

Alvarado Street:

- Limited road closures will be allowed on Alvarado Street for the roadway paving/sealing operations due to the limited street widths.
- Road closures shall be phased and implemented in logical segments, and shall require the preparation and implementation of a roadway detour plan. Final segments and detour routes shall be approved by the City prior to implementation.

Dudley Street:

- Limited road closures will be allowed on Dudley Street for the roadway paving operations due to the limited street widths.
- Road closures shall require the preparation and implementation of a roadway detour plan. Final detour route shall be approved by the City prior to implementation.

Garey Avenue:

- Road closures will not be allowed on Garey Avenue
- Detailed traffic control and phasing plans shall be required for the entire project limits.
- The contractor's operations shall be phased and scheduled in such a way that the pavement grinding, roadway patching (as needed), and CCPR base paving and sealing operations can be completed in a single day's work so that all lanes are open to traffic at the end of each work day.
- Weekend work will be required for all pavement grinding, patching and paving operations within the intersection of Garey Avenue & Arrow Highway
- **Contractor's grinding & paving operations within the vicinity of Options for Youth Charter School (3185 N Garey Ave) shall be scheduled/coordinated in such a way to minimize impact disruption to the peak drop-off/pick-up school hours.**

Kingsley Avenue:

- Road closures will not be allowed on Kingsley Avenue.
- Contractor's slurry seal operations within the vicinity of San Antonio Elementary School (NEC of San Antonio Avenue & Kingsley Avenue) shall be scheduled during summer break or when school is not in session.
- Detailed traffic control plans shall not be required on Kingsley Avenue, but traffic control phasing, intent, and typical application details for each operation shall be submitted to the City for approval prior to implementation.

Monterey Avenue:

- Road closures will not be allowed on Monterey Avenue.
- Detailed traffic control plans shall not be required on Monterey Avenue, but traffic control phasing, intent, and typical application details for each operation shall be submitted to the City for approval prior to implementation.
- **Contractor's grinding & paving operations within the vicinity of The School of Arts & Enterprise (295 N Garey Ave) shall be scheduled/coordinated in such a way to minimize impact disruption to the peak drop-off/pick-up school hours.**

Ridgeway Street:

- Road closures will not be allowed on Ridgeway Street.

- Detailed traffic control and phasing plans shall be required for the entire project limits.

San Antonio Avenue:

- Road closures will not be allowed on San Antonio Avenue.
- Detailed traffic control and phasing plans shall be required for the entire project limits.
- Contractor's grinding & paving operations within the vicinity of Emerson Middle School (NWC of San Antonio Avenue & Lincoln Avenue), San Antonio Elementary School (855 E. Kingsley Ave) and Barfield Elementary School (2181 N. San Antonio Ave) shall be scheduled during summer break shall be scheduled during summer break or when school is not in session.

San Bernardino Avenue:

- Road closures will not be allowed on San Bernardino Avenue.
- Detailed traffic control and phasing plans shall be required for the entire project limits.
- Contractor's grinding & paving operations within the vicinity of Montview Elementary School (SWC of San Bernardino Avenue & Cordova Street) shall be scheduled during summer break shall be scheduled during summer break or when school is not in session..

C. Measurement & Payment:

Measurement & Payment for Traffic Control shall be on a **lump sum (LS)** basis and shall include compensation for all traffic control activities including but not limited to labor, materials, tools, equipment for temporary Asphalt Concrete, Cold and Hot Mix installation as well as the removal for all work involved in Traffic Control as specified, including preparation of Traffic Control Plans and obtaining CITY and other agencies plan review, approval and permits, install and maintain project signs, temporary construction signs, delineators, cones, flashing arrow signs, portable changeable message signs, street closures, detours, temporary striping, barricades, steel plates, one-half width at a time driveway construction, and other safety devices, as required for public safety in Section 7-10 "Public Convenience and Safety" of the Standard Specifications for Public Works Construction (SSPWC) and the Special Provisions or as directed by the Engineer. No separate payment will be made for traffic control, and no further compensation will be allowed therefore.

PUNCH LIST (BID PRICE SHALL BE 2% OF THE TOTAL BASE BID) - BID ITEM #A-7

This item includes all labor, equipment and materials required to prepare, complete and restore all punch list items to the City's satisfaction. No partial payment will be allowed until all punch list items, restoration, clean up, demobilization, as-builts, operation and maintenance manuals/documents, and prevailing wage submittals are completed and provided to the City and accepted by the City Engineer.

Measurement & Payment for Punch List (Bid Price Shall be 2% of the Total Base Bid) shall be on a **lump sum (LS)** basis as defined in Section 9-3.4, including but not limited to all activities, equipment, supplies, materials, transportation, facilities, and cleanup, associated with the completion of all punch list items, as-builts, O&M Manuals, submittal of all required prevailing wage forms and all other required items. The total price for Mobilization shall be 2% of the total contract amount. No further compensation will be allowed separately from bid items.

APPENDIX I:

STORM WATER POLLUTION **PREVENTION PLAN**

Download (only) available at: <http://www.ci.pomona.ca.us/index.php/businesses/current-bids-and-rfps/construction-bids>