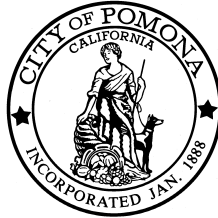


THE CITY OF  
**POMONA**

Public Works Department  
Director/City Engineer



CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR

**ADA PATH OF TRAVEL- CITYWIDE (CDBG) (FY 14/15-16/17), PROJECT NO. 428-64774**

**FUNDED BY  
COMMUNITY DEVELOPMENT BLOCK GRANTS**

**BIDS DUE: SEPTEMBER 12, 2017 AT 1:00 PM**

**Office of the Purchasing Manager,**

City Hall, 505 So. Garey Ave., Box 660, Pomona, CA 91769 (909) 620-2261 Fax (909) 620-2269

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# PART 1

## **NOTICE INVITING BIDS**

**CITY OF POMONA  
NOTICE INVITING SEALED BIDS  
ADA PATH OF TRAVEL- CITYWIDE (CDBG) (FY 14/15-16/17)**

**PROJECT NO. 428-64774**

**RECEIPT OF PROPOSALS:** Sealed proposals will be received at the City Clerk's Office, City Hall, Pomona, California, until **1:00 PM** on **September 12, 2017** for the furnishing of all plant, labor, materials, equipment and incidentals for the:

- **ADA Path of Travel- Citywide (CDBG)(FY 14/15-16/17), Project No. 428-64774**

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 **ADA Path of Travel- Citywide (CDBG)(FY 14/15-16/17), Project No. 428-64774 to be opened on 1:00 PM, September 12, 2017** shall appear on the envelope of each sealed bid and each sealed envelope shall be addressed to the City Clerk Department, City Hall, 505 S. Garey Avenue, Pomona, California. The proposals will be publicly opened and read in the City Clerk Department, City Hall, 505 S. Garey Avenue, Pomona, California at **1:00 PM** on the aforementioned date.

**Submittal Instructions:**

Proposals shall be submitted in sealed envelopes and marked **ADA Path of Travel- Citywide (CDBG)(FY 14/15-16/17), Project No. 428-64774**. One (1) original and one (1) copies of your proposal must be received in the City Clerk's office before the time of **1:00 PM** on **September 12, 2017**. Any proposal that is to be mailed via the US Mail is to be addressed to City of Pomona, City Clerk Department, P.O. Box 660, 505 South Garey Ave., Pomona, CA 91769. Any proposal that is to be submitted via hand delivery either through FedEx, UPS, or some other carrier service is to be submitted to City of Pomona, City Clerk Department, 505 South Garey Ave., 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 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): **ADA Path of Travel- Citywide (CDBG)(FY 14/15-16/17), Project No. 428-64774**

**POTENTIAL BIDDER REGISTRATION:** Potential bidders must register with the City by providing their contact information: Name of Firm potentially bidding, complete Address, Phone Number, Name of Contact person, and the Specific Projects "ADA Path of Travel- Citywide (CDBG) (FY 14/15-16/17)" they may wish to bid. This information shall be e-mailed to [pwengineering@ci.pomona.ca.us](mailto:pwengineering@ci.pomona.ca.us) (include "Potential Bidder" in subject line) and call (909) 620-2281 to verify receipt of same.

**COMPLETION OF WORK:** All work to be done under this contract shall be completed within **sixty (60) consecutive working days**, beginning on the date stipulated in the written "Final Notice to Proceed" issued by the City Engineer.

**OBTAINING CONTRACT DOCUMENTS:** Specifications and all contract documents may be

obtained on City's website: <http://www.ci.pomona.ca.us/index.php/businesses/requests-for-bids-and-proposals/construction-bids> or at the office of the City Engineer, City Hall, Pomona, California at no cost. Additional copies may be obtained upon payment of **\$75.00** for each additional set (NON-REFUNDABLE). A fee of **\$15.00** per set will be charged if mailing is requested.

**PRE-BID INQUIRIES:** Pre-Bid inquiries related to the Plans and Specifications must be submitted in writing to the City of Pomona, Engineering Department, 505 South Garey Avenue, Pomona, CA 91769, Fax No. (909) 620-2180, Telephone No. (909) 620-2281 or (909) 620-2282.

The contractor shall carefully examine this Contract and Specifications and any addenda that may be posted on the City's website [www.ci.pomona.ca.us](http://www.ci.pomona.ca.us). The contractor shall seek clarification of any ambiguity, conflict, omission or other error in this document in writing. If the answer materially affects this document, the information will be incorporated into an addendum and distributed to all vendors via the City's website. All addenda will be numbered in sequence, dated as of the date of issue, and posted. It shall be the contractor's responsibility to check the City's website to determine if any addenda have been posted prior to the bid opening.

To check for addenda:

Visit the City's website at [www.ci.pomona.ca.us](http://www.ci.pomona.ca.us). and then:

- From the City Homepage, click on "Business";
- Click on "Request for Bids and Proposals"; "Construction Bids";
- Download the RFP file or Addendum file, if applicable

If you encounter any technical problems, call the Public Works Dept., Engineering at - (909) 620-2281 or (909) 620-2282.

**PROPOSAL GUARANTY:** Each proposal must be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of **ten percent (10%)** of the amount of bid price payable to the City Clerk City of Pomona as a guarantee that the bidder, if his proposal is accepted, will promptly execute the contract, secure payment of workman's compensation insurance and furnish a satisfactory faithful performance bond in the amount of **one hundred percent (100%)** of the total bid price and a labor and material bond in the amount of **one hundred percent (100%)** of the total bid price.

**WAGE RATES:** Pursuant to applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays, and overtime work for each craft or type of workman needed to execute the work contemplated under this agreement shall be paid to all workman employed on the work to be done according to this contract by the Contractor, or any Subcontractor and shall be deemed to include employer payments for health and welfare, pension, vacation and similar purposes. The City Engineer has on file the prevailing rate of per diem wages and will furnish same to be posted at the job site. This is a federally-assisted construction contract. Federal Labor Standard Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wage rates, the higher of the two will prevail.

**CONTRACTOR'S LICENSE:** At the time of Bid Opening, the Prime Contractor **must** have a valid California State Contractor's License with a classification of "A" .

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

**UTILIZATION OF LOCAL BUSINESS AND LABOR:** The Contractor is encouraged to make a good faith effort to subcontract with businesses located in the City of Pomona and to employ Pomona residents to perform the necessary work relating to this Capital Improvement Project. The goal of the City Council is to stimulate business within the City and to provide employment and training for local residents.

**CITY'S RIGHTS RESERVED:** The City of Pomona reserves the right to reject any and all proposals or bids or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good, and further the city reserves the right to reject the bid any bidder who has been delinquent or unfaithful in any former contract with the City of Pomona. No bidder may withdraw his bid for a period of Ninety (90) calendar days after the opening of proposal thereof.

**TRENCH AND PIPELINE SAFETY:** If this project requires construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, the bids must contain, as a bid item, adequate sheeting, shoring, and bracing, or other methods to assure worker safety.

**ENVIRONMENTALLY SENSITIVE MATERIALS:**

This Invitation for Bids **does not** specify locations of possible materials, such as a borrow pit or gravel bed, for use in the proposed construction project which would be subject to Section 1603 of the Fish and Game Code.

This Invitation for Bids **does** specify locations of possible materials, such as a borrow pit or gravel bed, for use in the proposed construction project and is subject to the following conditions imposed pursuant to Section 1603 of the Fish and Game Code:

**PRE-BID MEETING:**

A mandatory pre-bid meeting will be held at \_\_\_\_\_ am/pm on \_\_\_\_\_, XXXX at \_\_\_\_\_ (later than 5 days after publication of Notice Inviting Bids)

No mandatory pre-bid meeting is required.

**Bond Requirements:** The successful contractor will be required to file with the City at the time of execution of the contract, a Payment Bond (Labor and Materials Bond) in the amount of 100% of the bid amount and a Performance Security in the amount of 100% of the bid amount. Prior to acceptance of the work by the City, the contractor will be required to file a Warranty Security in the amount of 50% of the bid amount with the City. All bonds and securities must be on City provided forms.

**Equivalent Securities:** Pursuant to California Public Contract Code Section 22300, substitution of eligible and equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

CITY OF POMONA, CALIFORNIA

DATED: 8/9/17

BY: 

# PART 2

## **INSTRUCTIONS TO BIDDERS**

## **INSTRUCTIONS TO BIDDERS**

**FORM OF PROPOSAL:** All proposals under these specifications shall be submitted on the blank forms supplied herewith or which may be obtained at the **Office of the City Engineer of the City of Pomona, 505 South Garey Avenue, Pomona, California.**

**DELIVERY OF PROPOSALS:** The proposal shall be delivered by the time and to the place stipulated in the "**Notice Inviting Sealed Bids**". 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. Bidders or their authorized agents are invited to be present.

**MODIFICATIONS AND ALTERNATIVE PROPOSALS:** Unauthorized conditions, limitations or provisos attached to a proposal will render it non-responsive and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures, unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction, the initials of the person or persons signing the bid. Alternative proposals will not be considered unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered.

**WITHDRAWAL OF PROPOSAL:** The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, has been executed and notarized by the bidder or his duly authorized representative and is filed with the City Clerk. **No proposal may be withdrawn during the period of ninety (90) calendar days after the opening of proposals.**

**PROPOSAL GUARANTY:** Each proposal shall be accompanied by cash or a cashier's or certified check or by a bid bond in the amount of not less than **ten percent (10%)** of the amount named in the proposal. Said check or bond shall be made payable to the City Clerk of the City of Pomona and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within **fifteen (15) calendar days** after written notice of the award of the contract and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the City. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the City, which is bound herein, and is properly filled out and executed.

**DISCREPANCIES IN PROPOSALS:** If the unit price and the total amount named by a Bidder for any bid item are not in agreement, the unit price shall be considered as representing the Bidders intention, and the totals will be corrected by the Engineer to conform thereto. The estimated quantities are for the purpose of comparison of bids only.

**COMPETENCY OF BIDDERS:** In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, each proposal shall be supported by a statement of the bidder's experience on the form entitled "**Information Required of Bidders**" bound herein. **BIDDERS MUST MEET THE MINIMUM EXPERIENCE REQUIREMENTS CONTAINED IN THE Information Required of Bidders.** No proposal for this work will be accepted from a Contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code. The Contractor will include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "**Contractor License Affidavit**". The licensing requirements for Contractors shall also apply to Subcontractors.



**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:** 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; 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 mobilized until the Full NTP is been issued by the City**

The duration of the **Conditional NTP** period is planned to span one month; 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.

**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. The construction contract if awarded will, at the discretion of the City Council, include Base Bid, and may include one or more Additive Alternates as funds are available for each of the projects. Submittals not including all bid unit prices for all Additive Alternates will be deemed non-responsive. The Contract, if awarded, will be awarded to the lowest responsible and responsive bidder whose proposal complies with the requirements of these specifications. 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.

For Sidewalk Projects, Additive Alternate Bid Item quantities will be determined by availability of funds from the various Citywide Council Districts.

**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.

If the successful bidder refuses or fails to execute the contract or provide the required submittals, the City may award the contract to the second apparent lowest responsive and responsible bidder. If the second apparent lowest responsive and responsible bidder refuses or fails to execute the contract or provide the required submittals, the City may award the contract to the third apparent lowest responsive and responsible bidder. On the failure or refusal of such second or third apparent lowest responsive and responsible bidder to execute the contract, such bidder's guaranty shall be likewise forfeited to the City. The project may then be re-advertised.

**INSURANCE AND BONDS:** The Contractor shall not commence work under this contract until he has secured all insurance and bonds required under the Public Works Contract nor shall he allow any Subcontractor to commence work on this contract until all similar insurance and bonds required of the Subcontractor have been obtained, and the Full Notice to Proceed has been issued by the City.

**EVIDENCE OF RESPONSIBILITY:** Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, his construction experience and his organization and plant facilities available for the performance of the contract.

**LISTING OF SUBCONTRACTORS:** Each bidder shall submit a list of the proposed Subcontractors on this project as required by the Subletting and Subcontracting Fair Practice Act (Government Code Section 4100 and following). Forms for this purpose are furnished herein entitled "**Information Required of Bidders**".

**EMPLOYMENT OF APPRENTICES:** Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor or any Subcontractor under him. The Contractor and any Subcontractor under him shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprentice able occupations, regardless of any other contractual or employment relationships alleged to exist.

**WAGE RATES:** The Contractor and/or Subcontractor shall pay wages at rates not less than those indicated in the "**Notice Inviting Sealed Bids**" section of these specifications. The prevailing wage rates to be used shall be the first (oldest) update that occurs within 10 days prior to the bid due date, Or if there are no updates within 10 days prior to the bid due date then the most recent update shall be used.

**SAFETY PERMIT:** The City will not perform safety inspection for this project. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, which requires compliance with orders issued by the California State Division of Industrial Safety. The Contractor shall secure a permit for excavation and trenching from the Division of Industrial Safety and shall file a copy of such permit with the City Engineer prior to commencement of work. The Safety Permit Application Form S-691 is shown on page J-3 herein.

**SUBMITTAL OF SUBSTITUTIONS:** The Contractor must submit to the City Engineer within ten (10) working days from the date of bid opening all requests for substitution of an Approved Equal for materials listed or specified in the contract documents and specifications. The Contractor must include with the request documentation to substantiate said claim, i.e. specifications, detailed drawings and/or technical data.

**OTHER PERMITS, FEES AND LICENSES:** The Contractor shall, prior to the start of construction,

obtain, pay, and comply with all necessary permits as required as the result of its work, including but not limited to the permit(s) described herein and as attached in the appendix .

In addition to the requirements above noted, the Contractor, and all subcontracts, **shall possess a valid City of Pomona business license** at the time of application for the Construction Permit and for the duration of the contract. The fee for said business license shall be based upon the total amount bid for the contract in accordance with Chapter 14 of the Pomona City Code. Amount of fee may be obtained from the City of Pomona, Finance Department, Revenue Management Division, Business License Unit at (909) 620-2292.

# PART 3

## **BIDDER'S PROPOSAL**

**PROPOSAL FORM**

**FIRM NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**FAX NUMBER** \_\_\_\_\_

**FOR**

**ADA PATH OF TRAVEL- CITYWIDE (CDBG) (FY 14/15-16/17), PROJECT NO. 428-64774**

**FOR**

**CITY OF POMONA**

**POMONA, CALIFORNIA**

(One copy shall be filled in and submitted as the bid; the other shall be the bidder's file copy.)

**PROPOSAL  
FOR**

**ADA PATH OF TRAVEL- CITYWIDE (CDBG) (FY 14/15-16/17), PROJECT NO.  
428-64774**

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 **ADA Path of Travel- Citywide (CDBG) (FY 14/15-16/17), Project No. 428-64774** , 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 **ADA Path of Travel- Citywide (CDBG) (FY 14/15-16/17), Project No. 428-64774**, as designated on the specifications known as **ADA Path of Travel- Citywide (CDBG) (FY 14/15-16/17), Project No. 428-64774**, 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.**

**AWARD OF CONTRACT:** Contractor bids received will be compared based upon the lowest combined Sum Total of: Project Base Bids (for all three projects) and all listed Additive Alternates (for all three projects). The construction contract if awarded will, at the discretion of the City Council, include all three project Base Bids, and may include one or more Additive Alternates as funds are available for each of the projects. Submittals not including all bid unit prices for all Additive Alternates will be deemed non-responsive. The Contract, if awarded, will be awarded to the lowest responsible and responsive bidder whose proposal complies with the requirements of these specifications. 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.

For Sidewalk Projects, Additive Alternate Bid Item quantities will be determined by availability of funds from the various Citywide Council Districts.

# BASE BID

## BASE BID SCHEDULE "A" – ADA Path of Travel- Citywide (CDBG) (FY 14/15-16/17), Project No. 428-64774 (see Part 7 Appendix for Locations)

ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL PRICE
1	MOBILIZATION, TRAFFIC CONTROL, EROSION CONTROL, AND CLEARING & GRUBBING	1	LS	_____	\$ _____
2	REMOVE EXISTING AND CONSTRUCT 4" PCC SIDEWALK	11,970	SF	_____	\$ _____
3	EXCAVATE, GRADE AND CONSTRUCT NEW 4" PCC SIDEWALK	22,044	SF	_____	\$ _____
4	GRIND PCC SIDEWALK	166	LF	_____	\$ _____
5	REMOVE EXISTING AND CONSTRUCT 6-INCH PCC DRIVEWAY OVER 6-INCH CMB	2,090	SF	_____	\$ _____
6	EXCAVATE, GRADE, AND CONSTRUCT RETAINING CURB (VARIABLE CURB FACE) OR SLOUGH WALL	100	LF	_____	\$ _____
7	ROOT SHAVE	25	EA	_____	\$ _____
8	REMOVE EXISTING TREE	12	EA	_____	\$ _____
9	REMOVE AND RELOCATE FENCE TO MATCH EXISTING	100	LF	_____	\$ _____
10	REMOVE AND RELOCATE EXISTING WATER METER	5	EA	_____	\$ _____
11	REMOVE AND RELOCATE EXISTING TRAFFIC SIGN OR MAIL BOX	1	EA	_____	\$ _____
12	REMOVE EXISTING AND CONSTRUCT TYPE A-2 PCC CURB (VARIABLE CURB FACE) OVER 6-IN CMB	42	LF	_____	\$ _____
13	REMOVE EXISTING AND CONSTRUCT TYPE B PCC CURB (VARIABLE CURB FACE) AND GUTTER OVER 6-INCH CMB	386	LF	_____	\$ _____
14	EXCAVATE, GRADE, AND CONSTRUCT PCC CURB (VARIABLE CURB FACE) AND GUTTER	310	LF	_____	\$ _____
15	REMOVE IMPROVEMENTS AND CONSTRUCT 4-INCH PCC CURB RAMP	31	EA	_____	\$ _____
16	INSTALL DETECTABLE WARNING DEVICE ON EXISTING CURB RAMP SURFACE & GRIND EXISTING LIP TO 0" CURB FACE	49	EA	_____	\$ _____
17	REMOVE EXISTING IMPROVEMENTS AND CONSTRUCT PCC ALLEY INTERSECTION OVER 6-IN CMB	13	EA	_____	\$ _____
18	REMOVE EXISTING AND CONSTRUCT 8-INCH PCC CROSS GUTTER OVER 6-INCH CMB	300	SF	_____	\$ _____
19	GRIND EXISTING LIP TO 0" CURB FACE (AS-DIRECTED LOCATIONS)	30	EA	_____	\$ _____

**TOTAL BASE BID AMOUNT:**                    \$ \_\_\_\_\_

**TOTAL BASE BID AMOUNT IN WORDS:**



**ADDITIVE ALTERNATE BID**

*The following Additive Alternate will be considered in awarding this project. The project will be awarded to the lowest responsive, responsible bidder based upon the lowest Total Base Bid plus all Additive Alternates. If the City elects to perform additive alternate work for this project, the City, at its sole discretion, may include work below in the contract for this project.*

**ADA Path of Travel- Citywide (CDBG) (FY 14/15-16/17), Project No. 428-64774**

**Additive Alternate BID SCHEDULE “B”: (see Part 7 Appendix for Locations)**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION, TRAFFIC CONTROL, EROSION CONTROL, AND CLEARING & GRUBBING	1	LS	\$ _____
2	REMOVE EXISTING AND CONSTRUCT 4” PCC SIDEWALK	2,343	SF	\$ _____
3	EXCAVATE, GRADE AND CONSTRUCT NEW 4” PCC SIDEWALK	1,500	SF	\$ _____
4	GRIND PCC SIDEWALK	67	LF	\$ _____
5	REMOVE EXISTING AND CONSTRUCT 6-INCH PCC DRIVEWAY OVER 6-INCH CMB	22	SF	\$ _____
6	EXCAVATE, GRADE, AND CONSTRUCT RETAINING CURB (VARIABLE CURB FACE) OR SLOUGH WALL	0	LF	\$ _____
7	ROOT SHAVE	7	EA	\$ _____
8	REMOVE EXISTING TREE	3	EA	\$ _____
9	REMOVE AND RELOCATE FENCE TO MATCH EXISTING	0	LF	\$ _____
10	REMOVE AND RELOCATE EXISTING WATER METER	0	EA	\$ _____
11	REMOVE AND RELOCATE EXISTING TRAFFIC SIGN OR MAIL BOX	1	EA	\$ _____
12	REMOVE EXISTING AND CONSTRUCT TYPE A-2 PCC CURB (VARIABLE CURB FACE) OVER 6-IN CMB	0	LF	\$ _____
13	REMOVE EXISTING AND CONSTRUCT TYPE B PCC CURB (VARIABLE CURB FACE) AND GUTTER OVER 6-INCH CMB	354	LF	\$ _____
14	EXCAVATE, GRADE, AND CONSTRUCT PCC CURB (VARIABLE CURB FACE) AND GUTTER	0	LF	\$ _____
15	REMOVE IMPROVEMENTS AND CONSTRUCT 4-INCH PCC CURB RAMP	13	EA	\$ _____
16	INSTALL DETECTABLE WARNING DEVICE ON EXISTING CURB RAMP SURFACE & GRIND EXISTING LIP TO 0” CURB FACE	5	EA	\$ _____
17	REMOVE EXISTING IMPROVEMENTS AND CONSTRUCT PCC ALLEY INTERSECTION OVER 6-IN CMB	2	EA	\$ _____
18	REMOVE EXISTING AND CONSTRUCT 8-INCH PCC CROSS GUTTER OVER 6-INCH CMB	0	SF	\$ _____
19	GRIND EXISTING LIP TO 0” CURB FACE	0	EA	\$ _____
20	TREE PLANTING	14	EA	\$ _____

**TOTAL ADDITIVE ALTERNATE “B”  
BID AMOUNT:** \$ \_\_\_\_\_

**TOTAL ADDITIVE ALTERNATE “B” BID AMOUNT IN WORDS:**

**PROPOSAL BID SECURITY**

BIDDER'S GUARANTY: Attached is bidder's bond, certified check or Cashier's Check No. \_\_\_\_\_ of the \_\_\_\_\_ Bank, for \$ \_\_\_\_\_ payable to the **City Clerk of the City of Pomona, California**, which is not less than ten percent (10%) of this bid, and which is given as a guarantee that the undersigned will enter into the contract, if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with the necessary bonds and submittals, within the time limits specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of Pomona, California.

**The Council of the City of Pomona reserves the right to reject any and all bids.**

The undersigned further agrees, in case of award, to execute the contract and provide all submittals required for the within described work and improvements, within **fifteen (15) calendar days** after written notice of the award of the contract. All work to be done under this contract shall be completed within **sixty (60) consecutive working days**, beginning on the date stipulated in the written Notice to Proceed issued by the City Engineer.

The bid is submitted in response to Notice Inviting Sealed Bids attached hereto, and pursuant to all of the proceedings of the Council of the City of Pomona heretofore had and taken to date.

The undersigned hereby certifies that he/she has received addenda number(s) \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, and that this bid includes the cost of all additional work specified thereon.

The names of all persons, firms and corporations interested in the foregoing Proposal as principals are as follows:

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

The undersigned shall satisfy the Council of the City of Pomona of their ability, experience, qualifications, and resources to perform the contract for the proposed work and improvements in accordance with the requirements of the Contract Documents.

Dated \_\_\_\_\_

\_\_\_\_\_

Signature of Bidder

## 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 the location of the place of business 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	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 \_\_\_\_\_

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS, THAT WE** \_\_\_\_\_ as **PRINCIPAL**, and \_\_\_\_\_ as **SURETY**, are held and firmly bound unto the **CITY OF POMONA, CALIFORNIA**, hereinafter referred to as the "**City**", in the sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ \_\_\_\_\_.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH**, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of work under the City's specification **ADA Path of Travel- Citywide (CDBG) (FY 14/15-16/17), Project No. 428-64774**, for which bids are to be opened in the City Engineer's office, City Hall of said City at **1:00 PM on September 12, 2017.0**

**NOW, THEREFORE**, if said Principal is awarded the contract, and within the time and manner required under the heading "**Instructions to Bidders**", after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, submits and obtains City approval of required submittals, and files the two (2) bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

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

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By:\_\_\_\_\_

(SEAL)

**BID BOND**

**ACKNOWLEDGMENT OF SURETY**

**STATE OF** \_\_\_\_\_ )  
**COUNTY OF** \_\_\_\_\_ )ss.

**On** this \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_, **A.D.**, \_\_\_\_\_ personally  
appeared before me, a

(Notary Public, Judge or Other Officer)

in and for \_\_\_\_\_ **County, State of** \_\_\_\_\_ known to me to  
be the \_\_\_\_\_ of the corporation that executed the foregoing  
instrument and, upon oath, did depose that he is the officer of said corporation as above designated; that  
he is acquainted with the seal of said corporation and the seal affixed to said instrument is the corporate  
seal of said corporation; that the signatures to said instrument were made by officers of said corporation  
as indicated after said signatures; and that the said corporation executed the said instrument freely and  
voluntarily and for the uses and purposes therein mentioned.

(Notary Public, Judge or Other Officer)

# **INFORMATION REQUIRED OF BIDDERS**

**CONTRACTOR LICENSE AFFIDAVIT**  
(To Be Executed By Bidder and Submitted With Bid)

**STATE OF** \_\_\_\_\_ )  
**COUNTY OF** \_\_\_\_\_ ) ss.

\_\_\_\_\_, being first duly sworn, deposes  
NAME

and says that he or she is \_\_\_\_\_  
TITLE

of \_\_\_\_\_, the party  
NAME OF FIRM

making the foregoing bid, is a licensed Contractor, or a duly authorized partner of a Joint Venture which holds a license as a Partnership, or is a duly authorized principle and/or representative of a Corporation which holds a license as a Corporation and that he or she understands that the information shown below shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the City of Pomona.

\_\_\_\_\_  
Contractor's State License Number and Classification

\_\_\_\_\_  
License Expiration Date

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
Subscribed at:

\_\_\_\_\_, \_\_\_\_\_  
City and County State

on \_\_\_\_\_,  
Date

NOTARY TO AFFIX  
SEAL AND

CERTIFICATE OF  
ACKNOWLEDGMENT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
State License Number and Classification

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

Telephone Number: \_\_\_\_\_

**NONCOLLUSION AFFIDAVIT**

(To Be Executed By Bidder and Submitted With Bid)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid; that the bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature of Bidder

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY TO AFFIX  
SEAL AND CERTIFICATE OF  
ACKNOWLEDGMENT



**RESOLUTION OF CONSTRUCTION CLAIMS**

(To Be Executed By Bidder and Submitted With Bid)

In all Public Works claims which may arise between the Contractor and the City of Pomona which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000), the requirements of California Public Contract Code, Sections 20104 through 20104.8, inclusive, shall apply. Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

The bidder's signature is required to verify he/she has reviewed the Code Sections.

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(Signature of Bidder)

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Dated

**INFORMATION REQUIRED OF BIDDERS**  
**The bidder is required to supply the following information.**  
(Additional sheets may be attached if necessary.)

- (1) Address: \_\_\_\_\_
- (2) Telephone: \_\_\_\_\_
- (3) Type \_\_\_\_\_ of \_\_\_\_\_ Firm:  
\_\_\_\_\_  
Individual, Partnership, or Corporation
- (4) Corporation organized under the laws of the State of: \_\_\_\_\_
- (5) Is 51% or more of the business owned by: American Indian ( ), Asian ( ), Black ( ),  
Hispanic ( ), Female ( ), Other (Specify) \_\_\_\_\_.
- (6) List the names and addresses of all members of the firm or names and titles of all officers of the  
corporation.
- (7) Number of years experience as a Contractor in construction work. \_\_\_\_\_

(8) List of all projects completed within last three years:

**If you do not have enough space in a box, keep moving to the next lower box until all information in that column is completed. When finished with all information for a project, skip a row of boxes and start the next project in the left column.**

<u>Original Bid Contract Amount</u>	<u>Class (Type) of Work</u>	<u>Date Completed</u>	<u>Describe any Claims, Mediation, Arbitration or lawsuits, amount and results</u>	<u>Amount and Type of Change Orders</u>	<u>Name, Contact, Address and Telephone of Owner</u>

<u>Original Bid Contract Amount</u>	<u>Class (Type) of Work</u>	<u>Date Completed</u>	<u>Describe any Claims, Mediation, Arbitration or lawsuits, amount and results</u>	<u>Amount and Type of Change Orders</u>	<u>Name, Contact, Address and Telephone of Owner</u>

<u>Original Bid Contract Amount</u>	<u>Class (Type) of Work</u>	<u>Date Completed</u>	<u>Describe any Claims, Mediation, Arbitration or lawsuits, amount and results</u>	<u>Amount and Type of Change Orders</u>	<u>Name, Contact, Address and Telephone of Owner</u>

**Contractor's failure to provide a complete list will result in automatic disqualification.**

(9) List the name of the person(s) who inspected the site of the proposed work for your firm:

Name \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

(10) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining Subcontractor bid figures for this Proposal. Additional sheets may be attached if necessary.

1. Were bid depository or registry services used in obtaining Subcontractor bid figures in order to compute your bid?

Yes ( ) No ( )

2. If the answer to No. 1 is "yes", forward a copy of the rules of each bid depository you used in the preparation of this Proposal.

3. Did you have any source of Subcontractors' bids other than bid depositories?

Yes ( ) No ( )

4. Has any person or group threatened you with Subcontractor boycotts, union boycotts or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes ( ) No ( )

5. If the answer to No. 4 is "yes", please explain the following details:

(a) Date:

(b) Name of person or group:

(c) Job involved (if applicable):

(d) Nature of threats:

(e) Additional comments:

**(TO ACCOMPANY PROPOSAL)**

The bidder shall answer each of the questions below with full disclosure, under penalty of perjury. This information will be used in the determination of whether the Bidder is a Responsible Bidder or a Non-Responsible. One additional page per question may be attached to the Proposal as bidder deems necessary to explain his or her circumstance.

**QUESTIONNAIRE**

**Bankruptcy**

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding?

Yes     No

If yes, when and where?

**Debarment**

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been debarred, disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project?     Yes     No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit a full explanation below.

**Claims and Litigation**

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever had any claims filed against them by any "owner" (including a public agency owner), bonding company, subcontractor or supplier?     Yes     No

If yes, describe the nature of each claim and its resolution.

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been sued by any "owner" (including a public agency owner), or bonding company insuring said "owner" for default on a contract?     Yes     No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit a full explanation below.

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been sued by a subcontractor or material supplier for default on a contract?  Yes  No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.

During the past 5 years, has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, been a defendant in any professional related lawsuit besides those described in the paragraphs above?  Yes  No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.

#### Contractor as Claimant or Plaintiff

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever filed a claim against an "owner" (including any public agency owner) or a bonding company insuring an "owner" for any claims arising under any contract?  Yes  No

If yes, provide details as to the nature, date and resolution of any such claim.

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever filed a lawsuit against an "owner" (including any public agency owner) or a bonding company insuring an "owner" for any disputes arising under any contract?  Yes  No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.

#### Binding Arbitration

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever had to submit to binding arbitration to resolve a dispute arising from a contract?  Yes  No

If yes, what were the circumstances and outcome of such arbitration?



Bonding

Has any bonding company ever refused to bond the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder for a contract? Yes No  
If yes, what were the circumstances?

Has any bonding company ever been required to pay on a bond issued to the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder for a contract?  
Yes No  
If yes, what were the circumstances?

Prevailing Wages

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been a) sued for, or b) penalized by any court, regulatory agency, or similar entity, for failure to pay prevailing wages to any persons performing work under a contract, including subcontractors?  
Yes No  
If yes, what were the circumstances?

I declare under penalty perjury of the laws of the State of California that the information contained in this Questionnaire beginning on Page E-9 are true and correct to the best of my knowledge, and that this declaration was executed on \_\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_(signature)

\_\_\_\_\_(printed name)

\_\_\_\_\_(title)

# PART 4

## **AGREEMENT, BONDS AND INSURANCES**

# **AGREEMENT**

**Between**

**The City of Pomona**

**and**

---

**For**

**Project No. 428-64774**

**(Updated 01/26/16)**

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**PUBLIC WORKS CONTRACT**

**ADA PATH OF TRAVEL- CITYWIDE (CDBG) (FY 14/15-16/17), PROJECT NO. 428-64774**

THIS CONTRACT ("Contract") is made and entered into on \_\_\_\_\_, in the County of Los Angeles, State of California, by and between the City of Pomona, hereinafter called City, and \_\_\_\_\_, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.**

The Contractor shall perform all Work within the time stipulated in the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 4 below for the following Projects:

**ADA PATH OF TRAVEL- CITYWIDE (CDBG) (FY 14/15-16/17), PROJECT NO. 428-64774**

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

**ARTICLE 2. TIME FOR COMPLETION.**

The Work shall be commenced on the date stated in the City's Full Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents **sixty (60) consecutive working days** from the commencement date stated in the **Full Notice to Proceed**. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.**

**Sec. 3.1 Contract Price.**

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**Sec. 3.2 Payment Terms**

Payment shall be made as set forth in the Section 9 of Special Provisions.

**ARTICLE 4. COMPONENT PARTS OF THE CONTRACT.**

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders

Non-Collusion Affidavit form  
Agreement for Indemnification by Contractor and Acceptance and Acknowledgement of Procurement Practices of the City of Pomona  
Public Works Contract  
Performance Bond  
Payment (Labor and Materials) Bond  
Worker's Compensation/Employers Liability Endorsement  
General Liability Endorsement  
Automobile Liability Endorsement  
Special Provisions (or Special Conditions)  
Technical Specifications  
Green book Standard Specifications (Sections 1-9 Excluded, except as specifically referenced herein)  
Addenda  
Plans and Contract Drawings  
Approved and fully executed change orders  
Any other documents contained in or incorporated, by reference or amendment, into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Public Works Contract (the "Contract") shall supersede any prior agreement of the parties.

In the event of inconsistency among the Contract Documents, the Contract Documents shall have the following order of preference:

1. Permits issued by jurisdictional regulatory agencies.
2. Change orders and Supplemental Agreements; which occurs last.
3. This Contract.
4. Addenda.
5. Bid/Proposal.
6. Technical Provisions.
7. Special Provisions.
8. Plans.
9. Standard Plans
10. Standard Specifications.
11. Reference Specifications.

## **ARTICLE 5. PROVISIONS REQUIRED BY LAW.**

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project. Such laws, rules and regulations shall include, but not be limited to the following.

### **Sec. 5.1 Contractors License.**

The Contractor shall possess a type "\_\_\_\_" California Contractor's license at the time of award

of the Contract.

**Sec. 5.2 Ineligible Contractor Prohibited.**

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Contract. Contractor, and its subcontractors, shall be registered with the California Department of Industrial Relations as a contractor eligible to work on Public Works Projects.

**Sec. 5.3 Unfair Business Practices Claims.**

The Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the parties. (California Public Contract Code Section 7103.5.).

**Sec. 5.4 Trenches, Excavations and Unknown Conditions.**

Pursuant to California Public Contract Code Section 7104, in the event the work included in this Contract requires excavations more than four (4) feet in depth, the following shall apply.

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 3 of the Special Provisions.

(c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

**Sec. 5.5 Trench and Pipeline Safety.**

If this Contract is for more than \$25,000 and involves excavation of any trench five feet or more in depth, the Contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the City. In addition, the Contractor, in accordance with California Code

Labor Sections 6500, 6501 and 6502, shall submit a Permit Application Form to State of California, Department of Industrial Relation, Division of Occupational Safety & Health for a permit.

**Sec. 5.6 Utility Relocation.**

City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

**Sec. 5.7 Third Party Claims Notification.**

The City shall timely notify the Contractor in writing of any third party claims relating to the contract.

**ARTICLE 6. INSURANCE, BONDS AND INDEMNIFICATION.**

**Insurance.** All insurance issued in compliance with this section shall be issued in the form, and by an insurer or insurers, satisfactory to and first approved by the City in writing. Certificates of insurance in the amounts required shall be furnished by the Contractor to the City prior to the commencement of work.

The Contractor shall maintain adequate workman's compensation insurance under the laws of the State of California for all labor employed by him or by any Subcontractor under him who may come within the protection of such workman's compensation insurance laws. At the time of execution of the Contract, the Contractor shall provide the certificate in substantially the following form: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." (California Labor Code Sections 1860 and 1861).

The Contractor shall maintain during the life of this Contract public liability and property damage insurance in which the City shall be named as an additional insured, and which shall protect the Contractor or any subcontractor performing work covered by the contract from claims for personal injury, including accidental death as well as for claims for personal damages and property damages which may arise from the operations under any contract entered into whether such operations shall be performed by the Contractor or any subcontractor, or by anyone directly or indirectly employed by any one of them. The City of Pomona and its elected or appointed officials, directors, officers, agents, employees, volunteers, or contractors shall be named as an "Additional Insured" under public liability and property damage insurance. The issuing insurance company must have A.M. Best rating no less than A-:VII. All said insurance policies, as described in this section, shall provide that the same is non-cancelable except upon thirty (30) calendar days' written notice to the City.

The limit of liability for such insurance shall be as follows:

1. **GENERAL LIABILITY:**



	Each Person	Each Occurrence	Aggregate
<b>Bodily Injury</b>	\$500,000	\$1,000,000	\$2,000,000
<b>Property Damage</b>	---	\$1,000,000	\$2,000,000

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

2. Automobile Liability

Any vehicle, combined single limit \$1,000,000

**Bonds.** The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor of all requirements under the contract and upon the payment of claims of material, men and laborers there-under. The Faithful Performance Bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. The Faithful Performance Bond shall convert to a Warranty Bond in the amount of Fifty (50%) percent of the amount of the contract price plus all change orders, and shall cover warranty the work and materials for a period of one year after the recordation of the Notice of Completion. The Labor and Material Bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. Both bonds shall be on forms provided by the City. At the time of submitting the Faithful Performance Bond and the Labor and Material bond the insurer shall submit to the City the following:

- (a) the original, or certified copy of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond; or
- (b) a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner; or
- (c) a certificate from the Los Angeles County Clerk stating that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; or
- (d) copies of the insurer’s most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code, Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

**Indemnity.** Contractor hereby agrees to indemnify, including the cost to defend City, and its officers, officials, agents, employees, and volunteers, from any and all losses, claims, liens, demands, liability, and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and other all expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its agents, subcontractor’s or subcontractor’s agents, in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of

City.

## **ARTICLE 7. LABOR AND WAGE PROVISIONS.**

### **Sec. 7.1 Prevailing Wages.**

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City Engineer's office or may be obtained online at <http://www.dir.ca.gov/dlsr> and which must be posted at the job site. The prevailing wage rates to be used shall be the first (oldest) update that occurs within ten (10) days prior to the bid due date, or if there are no updates within 10 days prior to the bid due date then the most recent update shall be used.

### **Sec. 7.2 Apprentices Program.**

The Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him. The Contractor and any Subcontractor under him shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, P.O. Box 603, San Francisco, California 94101 or from the Division of Apprenticeship Standards and its branch office.

### **Sec. 7.3 Legal Hours of Work and Overtime.**

Pursuant to Labor Code Section 1810 *et seq.*, eight hours of work is a legal days work, and hours worked in excess of that amount must be paid as overtime at a rate of not less than one and one-half time the basic rate of pay. The Contractor and subcontractors shall keep an accurate record showing the name and actual hours worked for each calendar day and week for each workman. The Contractor shall pay a penalty of \$25 per day for each violation of these wage provisions.

### **Sec. 7.4 Payroll Records.**

(a) The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for compliance with its provisions by Contractor and his Subcontractors.

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

- The information contained in the payroll record is true and correct.
- The employer has complied with the requirements of Sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.

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

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

- A certified copy of all payroll records enumerated in subdivision (b) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- A certified copy of all payroll records enumerated in subdivision (b) shall be made available upon request to the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

(d) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(e) Each Contractor shall file a **certified copy** of the records enumerated in subdivision (a) with the entity that requested such records within **10 days** after receipt of a written request.

(f) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

(g) The Contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (b), including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

(h) The contractor shall have **10 days** in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the **10 day period**, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit **one hundred dollars (\$100)** for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

(i) The Contractor and Subcontractors shall submit to the City Engineer certified payrolls and copies of all payroll checks and pay stubs showing all itemized deductions for each employee on a weekly basis during the term of this contract.

## **ARTICLE 8. COORDINATION OF WORK**

### **Sec. 8.1 Representative of Contractor.**

The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Name / Title: \_\_\_\_\_

Company / Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone/Email: \_\_\_\_\_

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Contract. Therefore, the foregoing principals shall be responsible during the term of this Contract for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Contract, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

**Sec. 8.2 Contracting Officer.**

The Contracting Officer shall be such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Contract.

**Sec. 8.3 Prohibition Against Assignment.**

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Contract. Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, the City may terminate this contract. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

**Sec. 8.4 Independent Contractor.**

The Contractor is and shall at all times remain as to the City, a wholly independent contractor. Neither the City nor any of its officers, employees, or agents, shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint

enterprise with Contractor. City officers, employees or, agents shall not be deemed the officers, employees, or agents of Contractor as a result of this Agreement.

**Sec. 8.5 Identity of Persons Performing Work.**

Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

**ARTICLE 9. ENFORCEMENT OF CONTRACT**

**Sec. 9.1 California Law.**

This Contract shall be construed and interpreted both as to validity and as to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Contract shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**Sec. 9.2 Disputes.**

In the event either party fails to perform its obligations hereunder, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the non-defaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the non-defaulting party shall have the right, in addition to any other rights the non-defaulting party may have at law or in equity, to terminate this Contract. Compliance with the provisions of this Section 9.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

**Sec. 9.3 Waiver.**

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

**Sec. 9.4 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of

such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**Sec. 9.5        Legal Action.**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Contract, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Contract.

**Sec. 9.6        Termination for Default of Contractor.**

If termination is due to the failure of the Contractor to fulfill its obligations under this Contract, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 9.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

**Sec. 9.7        Termination for Convenience.**

The City may terminate this Contract without cause for the convenience of the City upon giving contractor 30 days prior written notice of termination of the Contract. Upon receipt of the notice of termination, the Contractor shall cease all further work pursuant to the Contract unless otherwise indicated in the notice. Upon such termination by the City, the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

- (a) The contract value of the work completed to the City's satisfaction (as solely determined by the City), up to and including the termination date indicated in the notice of termination, less the amount of progress payments received by contractor.
- (b) Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
- (c) The cost of materials custom-made for this Contract which cannot be used by the Contractor in the normal course of his business, and which has not been paid for by City in progress payments.
- (d) All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Contract.

The provisions of this Section 9.7 shall supersede any other provision of the Contract or any provision of any plans, specification, addendums or other documents which are or may become a part of this Contract. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Contract.

**Sec. 9.8        Termination: Compensation and Acceptance of Work**

Termination of the Contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

- (1) The City Engineer will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City Engineer, the Contractor shall:
  - a. Stop all work under the contract, except that specifically directed to be completed prior to acceptance.
  - b. Perform work the City Engineer deems necessary to secure the project for termination.
  - c. Remove equipment and plan from the site of the work.
  - d. Take such action as is necessary to protect materials from damage.
  - e. Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City Engineer.
  - f. Provide the City Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the City Engineer may request.
  - g. Dispose of materials not yet used in the work as directed by City Engineer. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.
  - h. Subject to the prior written approval of the City Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the City Engineer, the Contractor shall assign to the City all the right title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
  - i. Furnish the City Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.
  - j. Take such other actions as the City Engineer may direct.
  
- (2) The total compensation to be paid to the Contractor shall be determined by the City Engineer on the basis of the following:
  - a. The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the City Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

- b. A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the City Engineer that it is reasonably probable that he would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.
  - c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City or otherwise disposed of as directed by the City Engineer
  - d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.
- (3) All records of the Contractor and his Subcontractors, necessary to determine compensation in accordance with the provisions of this Section 9.8, shall be open to inspection or audit by representatives of the City at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.
- (4) Acceptance of Work
- a. When the City Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, the City Engineer will recommend that the City formally accept the contract, and immediately upon and after such acceptance by the City Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the City Engineer.
  - b. After acceptance of the work by the City Engineer, the City Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his opinion the amount thus paid, together with all amounts previously paid allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.



- (5) Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:
- a. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the City for use in the work and unused, shall terminate when the City Engineer certifies that such materials have been stored in the manner and at the locations he has directed.
  - b. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the City.

**Sec. 9.9 Attorneys' Fees.**

If either party to this Contract is required to initiate or defend or made a party to any action or proceeding in any way connected with this Contract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**Sec. 9.10 Legal Actions Against the City**

In the event litigation is brought against the City concerning compliance by the City with State or Federal laws, rules or regulations applicable to highway work, the provisions of this section shall apply.

- (a) If, pursuant to court order, the City prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specification unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.
- (b) If, pursuant to court order (other than an order to show cause) the City is prohibited from requiring the Contractor to perform all or any portion of the work, the City may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.
- (c) If the final judgment in the action prohibits the City from requiring the Contractor to perform all or any portion of the work, the City will either eliminate the enjoined work pursuant to Sections 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

## **ARTICLE 10. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION**

### **Sec. 10.1 Non-liability of City Officers and Employees.**

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

### **Sec. 10.2 Conflict of Interest.**

The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Contract.

### **Sec. 10.3 Covenant Against Discrimination.**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Contract. To the extent required by law, Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

Any Contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of Federal law or executive order in the performance of any contract with the City, thereby shall be found in material breach of such contract and thereupon the City shall have power to cancel or suspend the contractor, in whole or in part, or to deduct from the amount payable to such Contractor the sum of twenty-five dollars (\$25.00) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract; or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent Federal agency or officer shall constitute evidence of a violation of contract under this section.

## **ARTICLE 11. MISCELLANEOUS PROVISIONS**

### **Sec. 11.1 Notice.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City:           City of Pomona  
                  Public Works Department, Engineering Division  
                  City Hall, 505 S. Garey Ave., Box 660  
                  Pomona, CA 91769  
                  Attention: City Engineer

To Contractor: Name, Title:

Company Firm:

Address:

City/State/ZC:

The above address of Contractor is designated as the place to which all notices, letters and other communications to the Contractor shall be mailed or delivered. The mailing to or delivering at the above named place of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

**Sec. 11.2 Interpretation.**

The terms of this Contract shall be construed in accordance with the meaning of the language used. This Contract shall not be construed for or against either party by reason of the authorship of this Contract or any other rule of construction which might otherwise apply. This Contract shall be governed and construed in accordance with the laws of the State of California. Headings appearing at the commencement of each section are only for description and convenience, and shall not control or govern the construction of this Contract.

**Sec. 11.3 Integration; Amendment.**

It is understood that there are no oral agreements between the parties hereto affecting this Contract and this Contract supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Contract. This Contract may be amended at any time by the mutual consent of the parties by an instrument in writing.

**Sec. 11.4 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Contract meaningless.

**Sec. 11.5 Hiring of Undocumented Workers Prohibited**

Contractor shall not hire or employ any person to perform work within the City of Pomona or allow any person to perform work required under this Contract unless such person is properly documented and legally entitled to be employed within the United States.

**Sec. 11.6 Corporate Authority**

The persons executing this Contract on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Contract on behalf of said party, (iii) by so executing this Contract, such party is formally bound to the provisions of this

Contract, and (iv) the entering into this Contract does not violate any provision of any other Agreement to which said party is bound.

**Sec. 11.7 Legal Responsibilities.**

The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Contract. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees, shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

**Sec. 11.8 Sales or Use Taxes:**

Except as may be otherwise specifically provided herein, all sales or use taxes, or both, assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

This Contract is executed by the **CITY** pursuant to the approval by its Governing Body in session on \_\_\_\_\_, 20\_\_\_\_, authorizing the same, and **CONTRACTOR** has caused this Contract to be duly executed.

CITY OF POMONA CALIFORNIA

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

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

ATTEST:

Title:  
\_\_\_\_\_

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

(Attach acknowledgment for Authorized Representative of Contractor.)

(Updated 10-22-15)

**FAITHFUL PERFORMANCE BOND  
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, \_\_\_\_\_ (the Principal) and the City of Pomona (the Obligee) have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015, referred to and made a part hereof for **ADA Path of Travel- Citywide (CDBG) (FY 14/15-16/17)** and all appurtenant work in accordance with **Project No. 428-64774** which agreement requires the Principal to provide Obligee with this bond.

NOW THEREFORE, we, \_\_\_\_\_ (as Principal) and \_\_\_\_\_ (as Surety) a corporation organized under the laws of \_\_\_\_\_, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Pomona (as Obligee) in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

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

The address at which the Principal may be served with notices, papers and other documents is:

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

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its subcontractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications

accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This document is signed by the respective parties on the dates next to their names.

*(The Principal and Surety must attach Notary Acknowledgements, as well as proof of signature authorization or Power of Attorney.)*

**PRINCIPAL**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title (Print): \_\_\_\_\_

**SURETY**

I declare under penalty of perjury under the laws of the State of California that the contents of the above Faithful Performance Bond are true and correct, and that I have been duly authorized to sign this Faithful Performance Bond on behalf of Surety. This Declaration is signed on \_\_\_\_\_, in the City of \_\_\_\_\_, State of California.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title (Print): \_\_\_\_\_

Name and License Number as stated on the California Department of Insurance Licensee Database:

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

(Updated 10-22-15)

**LABOR AND MATERIAL PAYMENT BOND  
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, \_\_\_\_\_ (as Principal) has entered into a contract dated \_\_\_\_\_, (the "Contract") with the City of Pomona (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit: **ADA Path of Travel (CDBG) (FY 14/15-16/17)** and all appurtenant work in accordance with the plans and specifications for **Project No. 428-64774**, which requires Principal to file this bond to secure claims made under Civil Code Section 8000, *et seq.*

NOW THEREFORE, we, \_\_\_\_\_ (as Principal) and \_\_\_\_\_ (as Surety) a corporation organized under the laws of \_\_\_\_\_ and duly authorized to transact business in the State of California, are held firmly bound unto the City of Pomona (as Obligee), and all subcontractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

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

The address at which the Principal may be served with notices, papers and other documents is:

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

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Works of Improvement, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

*(The Principal and Surety must attach Notary Acknowledgements, as well as proof of signature authorization or Power of Attorney.)*

**PRINCIPAL**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title (Print): \_\_\_\_\_

**SURETY**

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Material Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Material Payment Bond on behalf of Surety. This Declaration is signed on \_\_\_\_\_, in the City of \_\_\_\_\_, State of California.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title (Print): \_\_\_\_\_

Name and License Number as stated on the California Department of Insurance Licensee Database:

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney



**CONTRACTOR'S CERTIFICATE  
REGARDING WORKMEN'S COMPENSATION**

**Labor Code Section 3700**

"Every employer except the State and all political subdivisions of institutions thereof, shall secure the payment or compensation in one or more of the following ways:"

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State."

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR:

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(printed name of signer)

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**CITY OF POMONA**  
**CONTRACT RETENTION POLICY**  
(To be completed when escrow account is requested)

Pursuant to Section 22300 of the Public Contract Code of the State of California, the City of Pomona offers the attached Escrow Agreement for Security Deposits in Lieu of Retention with the following specifications:

1. The Escrow Agent shall be the **Citizens Business Bank** located at 1095 N. Garey Avenue, Pomona, CA 91767.
2. The City (Owner) shall receive monthly statements from the Escrow Agent on any retention payments to the Escrow Agent and shall reconcile the balance of the account to the City's general ledger retention liability account each month. A copy of the Escrow statement shall be provided to the Contractor upon request.
3. The retention account will be closed by the Owner and the balance therein released to the Contractor thirty-five (35) days after the Notice of Completion is recorded by the Los Angeles County Recorder. If, however, the Owner receives claims for any amount held in retention, or the Owner identifies valid unpaid notices, the Owner shall retain amounts necessary to address such claims and notices.

CONTRACTOR

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

CITY OF POMONA

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

ESCROW AGENT

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

## ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between:

- 1) The **CITY OF POMONA**, whose address is 505 S. Garey Avenue, Pomona, CA 91769, hereinafter called "**Owner**," whose address is 505 S. Garey Avenue, Pomona, CA 91769;
- 2) \_\_\_\_\_, hereinafter called "**Contractor**," whose address is \_\_\_\_\_; and
- 3) **Citizens Business Bank**, hereinafter called "**Escrow Agent**," whose address is 1095 North Garey Avenue, Pomona, CA 91767.

For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for \_\_\_\_\_ in the amount of \$\_\_\_\_\_, dated \_\_\_\_\_ (hereinafter referred to as the "**Contract**"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contractor earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of City of Pomona, and shall designate the Contractor as the beneficial owner. All securities used as a substitute for retention earnings will be in compliance with the California State Government Code Section 16430.
2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by the Escrow Agent in administrating the Escrow Account and all expenses of the Owner. The expenses and payment terms shall be determined by the Owner and Contractor.
5. The interest earned on the securities or the money market accounts held in Escrow and all interest earned on the interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied with written authorization from the Owner

to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, the Escrow Agent shall release to Contractor all securities and interest on deposit, less escrow fees and charges of the Escrow Account. If the Owner determines that any portion of the securities (and interest) on deposit shall be retained in response to third party claims (and any related notices), the Owner shall provide the Escrow Agent with written notice of said retention. The Escrow Agent shall withhold amounts from release pursuant to said notice. The Escrow Account shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. The Escrow Agent shall rely on the written notification from the Owner and Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

**[Intentionally left blank – signatures follow on the next page.]**

On Behalf of Owner:

Signature: \_\_\_\_\_

Onyx Jones, Finance Director  
City of Pomona  
505 S. Garey Avenue  
Pomona, CA 91769

On Behalf of Contractor:

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

On Behalf of Escrow Agent:

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: 1095 N. Garey Avenue, Pomona, CA 91767

At the time of escrow account if opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the dates first set forth above.

OWNER

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Onyx Jones, Finance Director

CONTRACTOR

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

APPROVED AS TO FORM

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Attorney

## **NOTICE**

Labor Code, Division 2, Part 7, Chapter 1, Article 2, Section 1773.3 states:

(a) (1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this section available for public review on its Internet Web site. Section 1771.3, 1771.5, and 1777.5 shall also be complied with and it is noted that the City is not required (per SB 854 Section 1771.3) to pay for compliance monitoring.

Also note Labor Code Sections 1776(g), 1777.5 and 1777.7.

## **NOTICE**

**THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE CITY OF POMONA WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.**

# RELEASE

OWNER: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_  
PROJECT: \_\_\_\_\_

In consideration of final payment of undisputed Contract amounts relating to all labor, services, equipment or material furnished to Owner on the above referenced Project, Contractor hereby waives and releases any right to a stop notice, mechanic's lien, or against a labor and materials bond on the Project and hereby releases Owner from any and all claims for payment on the Project except for the disputed work and the disputed amounts both of which are set forth below:

DESCRIPTION OF DISPUTED WORK	DISPUTED AMOUNTS
CHECK IF NONE: _____	CHECK IF NONE: _____

Contractor acknowledges that it has been advised by its attorneys concerning, and is familiar with, the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Contractor, in that connection, acknowledges that it may have sustained damages, loss, cost, or expense that is presently unknown or unsuspected, and that such damages, loss, cost, or expense as may have been sustained, may give rise to additional damages, loss, cost, or expense in the future. Nevertheless, Contractor acknowledges that this Release has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which it may have under California Civil Code Section 1542 or under any other state or federal statutes or common law principle of similar effect.

Date: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_  
(signature)

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.**



# PART 5

## **SPECIAL PROVISIONS**

(SUPPLEMENTS AND MODIFICATIONS TO  
THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION)

## **SPECIAL PROVISIONS**

The City adopts by reference as its Special Provisions for this Public Works Contract the following standard specifications. All work shall be performed in accordance with the provisions of the latest edition of the following standard specifications:

- STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK), including all Supplemental Amendments, as published by Building News, Inc., Los Angeles, California, which Specifications are hereinafter referred to as the "Standard Specifications (Greenbook)."
- STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, plus any supplements, which Specifications are hereinafter referred to as the "State Standard Specifications."

The Standard Specifications (Greenbook) shall govern the performance of the work except:

(a) When the situation is not covered by the Standard Specifications (Greenbook), the situation shall be governed by the State Standard Specifications.

(b) When a specific reference is made to different specifications, plans or drawings, those specific specifications, plans or drawings shall govern.

(c) When a conflict exists between the Standard Specifications (Greenbook) and any other specifications, the Greenbook shall govern unless the reference to the other specification requires compliance to the other specification.

(d) As modified by these Special Provisions, Technical Provisions, City of Pomona and State of California Standard Drawings and the Project Plans.

These Special Provisions supplement and revise the aforementioned Standard Specifications (Greenbook) as set forth below. Any reference to "Section" or "Subsection" in these Special Provisions shall refer to the aforementioned Standard Specifications unless noted otherwise.

### **SECTION 1 -- TERMS, DEFINITIONS, ABBREVIATIONS & SYMBOLS, UNITS OF MEASURE AND SYMBOLS**

#### **1-2 TERMS AND DEFINITIONS. Add or substitute the following:**

In this subsection, substitute where applicable, or add the following:

**Agency**                      The City of Pomona, for which the work is being performed.

**Board**                              The City Council of the City of Pomona, constituting the awarding authority of the City.

**City**                                      The City of Pomona.

**City Engineer (or)  
Engineer**                      The City Engineer of the City of Pomona or other person designated by the City Engineer

acting either directly or through authorized agents.

**Owner** City of Pomona unless specified differently.

**STD DWG** City of Pomona Public Works Department Standard Drawings

**STD Plans** APWA Standard Plans for Public Works Construction, Latest Edition

**Pomona Water**

**Standard** Standard Specifications for Water Facility Construction by Pomona Water Division

## **SECTION 2 – SCOPE AND CONTROL OF WORK**

### **2-1 AWARD AND EXECUTION OF CONTRACT. Add the following:**

The Bidder is required to examine carefully the site of work, Proposal forms and all other Contract documents for the work contemplated. The Submission of a Bidder's Proposal shall be considered conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of all the above documents.

### **2-2 ASSIGNMENT. Delete the entire subsection and Refer to Section 8.3 of Public Works Contract**

### **2-4 CONTRACT BONDS. Add the following:**

If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the City Engineer are or become insufficient, he may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the City Engineer within fifteen (15) calendar days after notice, and in default thereof the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

Consistent with the Standard Specifications, the Bond for Faithful Performance and the bond for Material Suppliers and Laborers shall each be in the amount of 100 percent of the Contract price. Said bonds shall insure the City during the life of the Contract.

The Faithful Performance Bond also shall insure the City during the life of the Contract and for the term of one (1) year (unless specifically stated otherwise in the Specifications) from the date of final acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

### **2-5 PLANS AND SPECIFICATIONS.**

#### **2-5.1. General. Add the following:**

Except as otherwise specified on the Plans or in these Special or Technical Provisions, all work relating to traffic signals and street lighting, including all equipment, materials, components, and the installation thereof, shall be in accordance with the latest edition of the State Standard Plans and Section 86, of the latest edition of the State Standard Specifications. The order of precedence for said State Standard Plans shall be lower than that of the Project Plans and Specifications but higher than that of the Standard Plans and Standard Specifications for Public Works Construction (Green Book).

If the contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, it shall immediately inform the City Engineer. The City Engineer shall promptly review the matter, and if he/she finds an error or omission has been made, he/she shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission identified by the Contractor, any related work performed by the Contractor shall be done at its risk unless authorized by the City Engineer.

Included as part of the Contract Documents are the following plans which show the location, character, dimensions, or details of the Work to be performed:

**2-5.2 Precedence of the Contract Documents. Delete the entire subsection and substitute the following:**

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

- a) Permit issued by jurisdictional regulatory agencies.
- b) Change Orders and Supplemental Agreements; whichever occurs last.
- c) Contract/Agreement.
- d) Addenda.
- e) Bid/Proposal.
- f) Technical Provisions.
- g) Special Provisions.
- h) Plans.
- i) Standard Plans.
- j) Standard Specifications.
- k) Reference Specifications.

Detail drawings shall take precedence over general drawings. The precedence of the notice inviting bids and instruction to bidders shall be as specified in the Special Provisions.

**2-5.3.3 Shop Drawings and Submittals. Add the following:**

Within **fifteen (15) calendar days** after issuance of **Conditional NTP** of the contract, the Contractor shall, at his or her expense, transmit to the Engineer for review and acceptance, all submittals, shop drawings and/or other available instructive and descriptive information from the manufacturer, when and as required by the Plans and/or Specifications, or requested by the Engineer. Shop drawings will normally not be required for standard items in common use for which adequate manufacturers' literature is available.

The Contractor shall consecutively number, thoroughly check, approve and sign each Shop Drawing and transmit the Shop Drawings by letter to the Engineer for review. In the event that certain Shop Drawings are unacceptable to the City, they will be rejected by the Engineer. The Contractor shall thereafter, correct said drawings and resubmit same in within seven (7) calendar days.

In the event that in the process of development of the Shop Drawings, it is discovered that there are defects and/or errors on the Plans, resulting in conflict between said Plans and the Shop Drawings, or if the Shop Drawings show variation from the Plans and/or Contract requirements because of standard

shop practice or other reasons, the Contractor shall thoroughly describe and explain said defects and/or conflicts in his transmittal letter to the Engineer.

The Engineer's review of the Shop Drawings will be for general design and arrangement only, and shall not relieve the Contractor from responsibility for errors of any sort in the Shop Drawings or of the responsibility for executing the work in accordance with the Contract. The Contractor shall be solely responsible for the correctness of the drawings, for shop fits and field connections, and for the results obtained by use of such drawings. The Contractor shall verify and be fully responsible for all dimensions and job-site conditions affecting the work and shall be responsible for furnishing and installing the proper materials required by the Contract, whether or not indicated on the Shop Drawings when reviewed.

When submitted for the Engineer's review, shop drawings shall be the Contractor's certification that he has reviewed, checked and approved the shop drawings and that these are in conformance with the requirements of the Contract Documents. The following Contractor's certification shall appear on all submittals:

"It is hereby certified that the (equipment, material) shown and marked in this submittal is that proposed to be incorporated into this project, is in compliance with the Contract Documents, can be installed in the allocated spaces, and is submitted for review.

Certified by (sign): \_\_\_\_\_

Certified by (print name): \_\_\_\_\_

Date: \_\_\_\_\_

A copy of each shop drawing and each sample as reviewed by the Engineer shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

The following procedures will apply to shop drawing submittals:

- A. The Contractor shall submit to the Engineer for review, eight (8) copies of all shop drawings. These drawings shall be complete, certified by the Contractor, and shall contain all required information in detail. The Contractor shall make any corrections to shop drawings required by the Engineer.
- B. When reviewed by the Engineer, each copy of the drawings will be stamped signed, and dated by the Engineer.
- C. Three sets of said drawings will be returned to the Contractor.
- D. The review of the drawings shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory.
- E. Upon the Contractor's receipt of reviewed shop drawings, he shall furnish to the Engineer eight (8) copies of instruction and maintenance manuals and parts lists of all major equipment furnished. Data in these manuals shall cover completely all items as specified and as supplied.
- F. The Contractor agrees that if deviations, discrepancies, or conflicts between shop drawings

submittals and the Contract Documents in the form of design drawings and specifications, except as particularly noted within the submittal, are discovered either prior to or after shop drawing submittals are processed by the Engineer, the design drawings and specifications shall control and shall be followed.

Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Contract plans and specifications and shall not be taken as the basis of claims for extra work. The Contractor shall have no claims for damages or extension of time due to any delay resulting from making required revisions to shop drawings. The review of said drawings by the Engineer will apply to general design only and will in no way relieve the Contractor of responsibility for errors or omissions contained therein nor will such review operate to waive or modify any provisions or requirements contained in these Contract Specifications or on the Contract Drawings.

Shop fabrication drawings and lay sheets are required for all steel pipelines 16 inches and greater in diameter. The drawings and lay sheets shall fully illustrate horizontal station and vertical elevation of all joints and angle points, true angular deflection at locations of combined vertical and horizontal bends, and horizontal station for pipeline appurtenances.

Compliance certificates and weigh slips shall be provided for all aggregate base, asphalt concrete, Portland Cement Concrete, reinforcing steel, etc. Mix designs shall be submitted for asphalt concrete and Portland Cement Concrete mixes.

## **2-9 SURVEYING.**

**2-9.1 Permanent Survey Markers. Delete the entire subsection and substitute the following:**

The Land Surveyors Act, Section 8771 of the Business and Professional Code, and Sections 732.5, 1492-5, and 1810-5 of the Streets and Highways Code require that survey monuments shall be protected and perpetuated.

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 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 lines, grades, cross-sections, elevations and dimensions shown on the Plans. All distances and measurements are given thereon and will be made in a horizontal plane. Three consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight line. In the event any discrepancy exists, it must be reported to the City's Representative. Failure to make this report shall make the Contractor responsible for any error in the finished work. Minor deviations from approved plans, whenever required by the exigencies of construction, shall be determined in all cases by the City's Representative and authorized in writing.

**2-11 INSPECTION. Add the following:**

The City Engineer, or his/her authorized agent, shall at all times have access to work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge regarding the process, workmanship, and character or materials used and employed in the work. Whenever required, the Contractor shall furnish to the City for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the City of Pomona designated by the City Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the City Engineer of his authorized agent forty-eight (48) hours in advance when he will require inspection for material work to be done.

### **SECTION 3 – CHANGE IN WORK**

#### **3-3 EXTRA WORK.**

##### **3-3.1 General. Add the following:**

The Contractor shall not perform any extra work prior to written authorization from the Engineer.

##### **3-3.2.3 Markup. Delete the entire subsection and substitute the following:**

a) **Work by Contractor.** When extra work is to be paid for on a force account basis, the labor, materials, equipment rental and other items of expenditures, the percentage of markup applied to the Contractor's direct cost for all overhead and profit shall be as follows:

- (1) Labor..... 20
- (2) Materials..... 15
- (3) Equipment Rental..... 15
- (4) Other Items and Expenditure..... 15

To the sum of the costs and markups provided for in this section, 1% shall be added as compensation for bonding.

b) **Work by Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established above in this section shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

##### **3-3.3 Daily Reports by Contractor. Add the following:**

Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed.

#### **3-5 DISPUTED WORK. Add the following:**

All claims which do not exceed the sum of three hundred seventy-five thousand dollars( \$375,000) shall be resolved pursuant to the provisions of Public Contract Code Section 20104 through 20104.6, "Resolution of Construction Claims" as follows:

- (1) Informal negotiation between the City and general contractor.
- (2) Mediation with the general contractor.
- (3) Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party



must pay all court costs and attorney's fees.

## **SECTION 4 – CONTROL OF MATERIALS**

### **4-1 MATERIALS AND WORKMANSHIP.**

#### **4-1.3 Inspection Requirements.**

##### **4-1.3.3 Inspection by the Agency. Add the following:**

In the event work is allowed by the City Engineer outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees will be levied against the Contractor at a rate of the city's actual cost, in addition to travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the City Engineer as a matter of public safety or to otherwise insure the quality of the work.

##### **4-1.4 Tests of Materials. Amend to read as follow:**

Before incorporation into the Work, the Contractor shall submit sample of materials, as the Engineer may require, at no cost to the Agency. The Contractor, as its expense, shall deliver the materials for testing to the place and at the time designated by the Engineer. Unless otherwise called for hereinafter in these Special Provisions, all testing will be performed by the City in such number and at such locations as deemed necessary by the Engineer to insure compliance with the Plans and Specifications; the cost of all initial testing will be borne by the City; the cost of all retesting will be borne by the Contractor, and the amount due the City for said retesting will be deducted from the Contractor's progress payments. If the Contractor is to provide and pay for testing, it will be so specified in the Special Provisions. For Private Contracts, the testing expense shall be borne by the permittee.

The Contractor shall notify the Engineer in writing, at least fifteen (15) calendar days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The Notice shall name the proposed supplier and source of material.

If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the Contractor's responsibility to re-notify the Engineer when sample which are representative may be obtained.

##### **4-1.6 Trade Names or Equals. Amend to read as follow:**

The Contractor may supply any of the materials specified or offer an equivalent. The Engineer material offered is equivalent to that specified. Adequate time shall be allowed for the Engineer to make this determination.

A listing of materials is not intended to be comprehensive, or in order of preference. The Contractor may offer any material, process, or equipment considered to be equivalent to the indicated. Within ten (10) working days from the date of bid opening, the Contractor shall, at his expense, submit a written request to the Engineer for each desired substitution, accompanied by complete descriptive information from the manufacturer, samples as requested by the Engineer, complete detailed test results from a licensed independent testing laboratory of the City's choice if requested by the Engineer, and if requested by the Engineer, an evaluation report from a qualified licensed professional engineer, all for final evaluation by the Engineer. If in the Engineer's opinion, the requested substitution is of lesser quality or in variance with that specified, or if the information submitted is insufficient or incomplete,

the requested substitution will be disallowed and the specified materials or equipment shall be furnished. Except as hereafter provided, no request for substitutions submitted, after the 10-working -day deadline specified will be considered.

The Contractor shall, at its expense, furnish data concerning items offered by its equivalent to those specified. The Contractor shall have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, diminutions, service, and suitability are such that the item will fulfill its intended function.

Test methods shall be subject to the approval of the Engineer. Test results shall be reported promptly to the Engineer, who will evaluate the results and determine if the suitable item is equivalent. The Engineer's findings shall be final. Installation and use of a substitute item shall not be made until approved by the Engineer.

If a substitute offered by the Contractor is not found to be equal to the specified materials, the Contractor shall furnish and install the specified material.

The specified Contract completion time shall not be affected by any circumstance developing from the provisions of this subsection.

## **SECTION 5 – UTILITIES**

### **5-1 LOCATION. Amend to read as follow:**

Attention is directed to the possible existence of underground facilities not known to the owner or in a location different from that which maybe indicated on the plans or in these Special Provisions and/or Technical Provisions.

The Contractor shall take steps to ascertain the exact location of all underground utility facilities prior to doing work that may damage such facilities or interfere with their service. Contractor shall call Underground Service Alert, [USA] 1-800-422-4133 to verify locations. Contractor shall locate all existing utilities, including storm and sewer laterals, within the project vicinity and shall exercise due care to ensure that existing utility facilities are not damaged during his operations. The existence of sewer mains or storm drains are evidenced by the manhole structures and catch basins. When in doubt, the Contractor shall contact the utility operator concerned before proceeding further.

The contractor shall determine the location and depth of all utilities by exploratory excavations, including service connections, which have been marked by the respective utility owners and which may effect or be affected by the Contractor's operations at least 10 working days prior to the start of any mainline or lateral trench construction. Full compensation for such work shall be considered as included in the prices bid for other items of work.

The sewer service laterals are owned by the property owners and will not be marked by the City. Sewer system atlas sheet is available upon request at the City Hall for contractor's reference. However, the City shall not guarantee the accuracy of the information. It shall be the Contractor's responsibility to locate and pothole all laterals. The Contractor at its expense shall repair sewer laterals that are damaged as the result of contractor's activities.

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, the Contractor shall assume that every property parcel will be

served by a service connection for each type of utility.

Pursuant to Section 4216 of the Government Code, at least 2 working days prior to commencing any excavation, the Contractor shall contact the regional notification center (Underground Service Alert of Southern California) and obtain an inquiry identification number.

Caltrans is not required by Section 4216 to become a member of the regional notification center. The Contractor shall contact Caltrans for the location of its subsurface installations.

The Contractor shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. Unless otherwise specified in the Special Provisions, payment shall be considered as included in the prices in the Bid for other items of work.

## **SECTION 6 – PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK**

### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.**

#### **6-1.1 Construction Schedule. Delete the entire subsection and substitute the following:**

The Contractor must provide to the City Engineer within **fifteen (15) calendar days** after issuance of **Conditional NTP**, a construction schedule in the format of a Gantt Chart created using Microsoft Project 2003 and revised schedules thereafter as required by the Engineer when the Contractor's activities differ or are expected to differ from the latest existing schedule. **Failure to provide schedule updates or a revised baseline schedule could result in withholding all subsequent contract payments until an acceptable schedule is received.**

Progress schedules will be required for this contract. Progress schedules shall utilize the Critical Path Method (CPM).

Definitions - The following definitions apply to this special provision:

Activity - Any task, or portion of a project which takes time to complete.

Work Progress – The progress of the work shall be at a rate sufficient to complete the contract within the time allowed. If it appears that the rate of progress is such that the contract will not be completed within the time allowed, or if the work is not being executed in a satisfactory manner, the City Engineer may order the Contractor to take such steps as necessary to complete the contract within the period of time specified or to prosecute the work in satisfactory manner. If the Contractor fails to comply with such order within 14 Calendar days after receipt of the order, the contract may be cancelled in accordance with section 6-4 of the latest edition of the STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).

Baseline Schedule - The initial CPM schedule representing the Contractor's original work plan, as accepted by the Engineer.

Critical Path Method - A graphic representation of the sequence of activities that shows the inter-relationships and interdependencies of the elements composing a project.

Early Completion Time - The difference in time between the current contract completion date and the Contractor's scheduled early completion date as shown on the accepted baseline schedule, or schedule updates and revisions.

Float - The amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activity or group of activities in the network.

Fragnet - A section or fragment of the network diagram comprised of a group of activities.

Hammock Activity - An activity added to the network to span an existing group of activities for summarizing purposes.

Milestone - A marker in a network which is typically used to mark a point in time or denote the beginning or end of a sequence of activities. A milestone has zero duration, but will otherwise function in the network as if it were an activity.

Revision - A change in the future portion of the schedule that modifies logic, adds or deletes activities, or alters activities, sequences, or durations.

Tabular Listing - A report showing schedule activities, their relationships, durations, scheduled and actual dates, and float.

Total Float - The amount of time that an activity may be delayed without affecting the total project duration of the critical path.

Update - The modification of the CPM progress schedule through a regular monthly review to incorporate actual progress to date by activity, approved time adjustments, and projected completion dates.

**Add the following subsection:**

**6-1.1.1 Preconstruction Scheduling Conference.** The Engineer will schedule and conduct a Preconstruction Scheduling Conference with the Contractor's Project Manager and Construction Scheduler within **fifteen (15) calendar days** after issuance of **Conditional NTP**. At this meeting, the requirements of this section of the specifications will be reviewed with the Contractor. The Contractor shall be prepared to discuss its schedule methodology, proposed sequence of operations, and any deviations it proposes to make from the Stage Construction Plans. At this meeting, the Contractor shall submit its structure and the activity identification system for labeling all work activities. The Engineer shall review and comment on the work breakdown structure within seven (7) calendar days after submission by the Contractor. The Contractor shall make all modifications to the proposed work breakdown structure, the coding structure and activity identification system that are requested by the Engineer, and shall employ that coding, structure and system in its baseline schedule submission.

**Add the following subsection:**

**6-1.1.2 Baseline Schedule.** Within **fifteen (15) calendar days** after issuance of **Conditional NTP**, the Contractor shall submit to the Engineer a baseline project schedule. The baseline schedule shall include the activities shown on the interim baseline schedule in the same order and logical relationship as shown in the interim baseline schedule. The baseline project schedule shall have a data date of the day prior to the first working day of the contract and shall not include any completed work to

date. The baseline progress schedule shall meet interim target dates, milestones, stage construction requirements, internal time constraints, show logical sequence of activities, and must not extend beyond the number of days originally provided for in the contract.

The baseline CPM schedule submitted by the Contractor shall have a sufficient number of activities to assure adequate planning of the project and to permit monitoring and evaluation of progress and the analysis of time impacts. The baseline schedule shall depict how the Contractor plans to complete the whole work involved, and shall show all activities that define the critical path.

Critical or near critical paths shall be kept to a minimum. Near critical paths shall be defined as those paths having ten (10) working days or less of total float at the time of initial submission. A total of no more than 20% of the baseline schedule activities shall be critical or near critical.

The Contractor shall allow for non work days and inclement weather days in the CPM schedule calendar and the bid prices of the various items of work.

**Add the following subsection:**

**6-1.1.3 Project Schedule Reports.** All schedules submitted to the Engineer including baseline and interim baseline schedules shall include time scaled network diagram(s). Network diagrams shall be based on early start and early finish dates of activities shown. The network diagrams shall be based on early start and early finish generated mathematical analysis tabular reports for each activity included in the project schedule. Three different report sorts shall be provided: Early Start, Total Float, and Activity Number which shall show all predecessors and successors for each activity. Such mathematical analysis tabular reports (8-1/2" x 11" size) shall be submitted to the Engineer and shall include at a minimum, the following:

- Data date;
- Predecessor and successor activity numbers and descriptions;
- Activity number and description;
- Activity code(s);
- Schedule and actual/remaining duration for each activity;
- Earliest start date (by calendar date);
- Earliest finish date (by calendar date);
- Actual start date (by calendar date);
- Actual finish date (by calendar date);
- Latest start date (by calendar date);
- Latest finish date (by calendar date);
- Float, in work days;
- Percentage of activity complete and remaining duration for incomplete activities;
- Imposed constraints.

All networks shall be drafted time scaled to show a continuous flow of information from left to right. The primary path(s) of criticality shall be clearly and graphically identified on the network(s). The network diagram shall be prepared on (11" x 17") size sheets, shall have a title block in the lower right hand corner, and a timeline on each page. Exceptions to the size of the network sheets and the use of computer graphics to generate the networks shall be subject to the approval of the Engineer.

Schedule network diagrams and computer tabulations shall be submitted to the Engineer for

acceptance in the following quantities:

- a. Two (2) sets of the Network Diagram(s);
- b. Three (3) copies of the computer tabulation reports (8-1/2" x 11" size).

Should the baseline schedule or Schedule Update, submitted for acceptance, show variances from the requirements of the Contract, the Contractor shall make specific mention of such variations in the letter of transmittal, in order that, if accepted, proper adjustments to the project schedule can be made. The Contractor will not be relieved of the responsibility for execution of the work in strict accordance with the requirements of the Contract Documents. In the event of a conflict between the requirements of the Contract Documents and the information provided or shown on an accepted schedule, the requirements of the Contract Documents shall take precedence.

Each schedule submitted to the Engineer shall comply with all limits imposed by the Contract, with all specified intermediate milestone and completion dates, and with all constraints, restraints or sequences included in the Contract. The degree of detail shall include factors to the satisfaction of the Engineer, including, but not limited to:

- Physical breakdown of the project;
- Contract milestones and completion dates, substantial completion dates, constraints, restraints, sequences of work shown in the contract, the planned substantial completion date, and the final completion date;
- Type of work to be performed, the sequences, and the major subcontractors involved;
- All purchase, submittals, submittal reviews, manufacture, tests, deliver, and installation activities for all major materials and equipment;
- Preparation, submittal and approval of shop and/or working drawings and material samples showing time, as specified elsewhere, for the Engineer's review. The same time frame shall be allowed for at least one (1) re-submittal on all major submittals so identified in the Contract Documents;
- Identification of interfaces and dependencies with preceding, concurrent and follow-on Contractors, Railroads, and Utilities as shown on the Plans or called out in the Specifications;
- Identification of each and every utility relocation and/or interface as a separate activity, including activity description and responsibility coding that identifies the type of utility and the name of the utility company involved;
- Actual tests, submission of test reports, and approval of test results;
- All start-up, testing, training, and assistance required under the Contract;
- Punchlist and final cleanup;
- Identification of any manpower, material, or equipment restrictions, as well as any activity requiring unusual shift work, such as two shifts, six (6) day weeks, specified overtime, or work at times other than regular days or hours; and
- Identification of each and every ramp closing and opening event as a separate one day activity, including designation by activity coding and description that it is a northbound, southbound, eastbound, westbound, and entry or exit ramp activity.
- Hammock activities shall be used to identify ramp closure, road closures and lane closures.

All on site construction activities shall have durations of not more than (20) working days, unless

permitted otherwise by the Engineer. All activities in the schedule, with the exception of the first and last activities, shall have a minimum of one predecessor and a minimum of one successor. The baseline schedule shall not attribute negative float to any activity. Float shall not be considered as time for the exclusive use of or benefit of either the State or the Contractor but shall be considered as a jointly owned, expiring resource available to the project and shall not be used to the financial detriment of either party. Any accepted schedule, revision, or update having an early completion date shall show the time between the early completion date and the current Contract Completion Date as 'project float.'

The Contractor shall be responsible for assuring that all work sequences are logical and the network shows a coordinated plan for complete performance of the work. Failure of the Contractor to include any element of work required for the performance of the contract in the network shall not relieve the Contractor from completing all work within the time limit specified for completion of the contract. If the Contractor fails to define any element of work, activity or logic, and the omission or error is discovered by either the Contractor or the Engineer, it shall be corrected by the Contractor at the next monthly update or revision of the schedule.

The Engineer shall be allowed (5) calendar days to review and accept or reject the interim baseline schedule submitted. Rejected schedules shall be resubmitted to the Engineer within (2) calendar days of receipt by Contractor of the Engineer's comments, at which time a new (5) calendar day review period by the Engineer will begin.

The Engineer shall be allowed 5 calendar days to review and accept or reject the baseline project schedule submitted. Rejected schedules shall be resubmitted to the Engineer within (5) calendar days, at which time a new (5) calendar day review period by the Engineer will begin.

**Add the following subsection:**

**6-1.1.4 Monthly Update Schedules.** The Contractor shall submit the Monthly Update Schedule to the Engineer each month. The proposed update schedule prepared by the Contractor shall include all information available as of the **20th calendar day of the month**, or other date as established by the Engineer. A detailed list of all proposed schedule changes (logic, duration, lead/lag, additions, and deletions) shall be submitted with the update.

The monthly submittal to the Engineer shall be accompanied by a Schedule Narrative Report. The Schedule Narrative Report shall describe the physical progress during the report period, plans for continuing the work during the forthcoming report period, actions planned to correct any negative float predictions, and an explanation of potential delays and/or problems and their estimated impact on performance, milestone completion dates, and the overall project completion date. In addition, alternatives for possible schedule recovery to mitigate any potential delay and/or cost increases shall be included for consideration by the Engineer. The report shall follow the outline set forth below:

Contractor's Schedule Narrative Report Outline:

- Contractor's Transmittal Letter
- Work completed during the period
- Description of the current critical path
- Description of problem areas
- Current and anticipated delays
- Cause of the delay

- Corrective action and schedule adjustments to correct the delay
- Impact of the delay on other activities, milestones, and completion dates
- Changes in construction sequences
- Pending items and status thereof
- Permits
- Change Orders
- Time Extensions
- Non-Compliance Notices
- Contract completion date(s) status
- Ahead of schedule and number of days
- Behind schedule and number of days
- Include updated Network Diagram and Reports

The Contractor shall provide to the Engineer printed copies of the network diagrams and tabular reports described under “Project Schedule Reports,” and the Schedule Narrative Report.

The monthly update of the schedule shall be for the period from the last update to the current cut-off date, and for the remainder of the project. The current period’s activities shall be reported as they actually took place and designated as actually complete, if actually completed, in the schedule updates.

Portions of the network diagram on which all activities are complete need not be reprinted and submitted in subsequent updates. However, the electronic disk file of the submitted schedule and the related reports shall constitute a clear record of progress of the work from award of contract to final completion.

The Contractor will be permitted to show early or late completion on schedule updates and revisions. The Engineer may use the updates and revisions, and other information available, in evaluating the effect of changes, delays, or time savings on the critical path and the accepted schedule current at the time to determine if there is an applicable adjustment of time, if any, to any target date or completion date due to the changes, delays, or time savings.

On a date determined by the Engineer, the Contractor shall meet with the Engineer to review the monthly schedule update. At the monthly progress meeting the Contractor and the Engineer will review the updated schedule and will discuss the content of the Narrative Report. The Engineer shall be allowed (5) working days after the meeting to review and accept or reject the update schedule submitted. Rejected schedules shall be resubmitted to the Engineer within (2) calendar days, at which time a new (5) calendar day review period by the Engineer will begin.

**Add the following subsection:**

**6-1.1.5 Final Schedule Update.** Within (20) calendar days after the Engineer’s acceptance of the work, the Contractor shall submit a final update of the schedule with actual start and actual finish dates for all activities. This schedule submission shall be accompanied by a certification, signed by an officer of the company and the Contractor’s Project Manager stating “To the best of my knowledge, the enclosed final update of the project schedule reflects the actual start and completion dates of the activities contained herein.” Submittal of the final Schedule Update and the Certification shall be a condition precedent to the release of any retained funds under the Contract.

**Add the following subsection:**



**6-1.1.6 Schedule Revisions.** No revision to the accepted baseline schedule or the schedule updates shall be made without the prior written approval of the Engineer. If the Contractor desires to make a change to the accepted schedule, the Contractor shall request permission from the Engineer in writing, stating the reasons for the change as well as the specifics, such as, revisions to activities, logic, durations, etc. The Engineer will provide a response within five (5) calendar days.

If the Engineer considers a schedule revision to be of a major nature, the Engineer may require the Contractor to revise and submit for acceptance all of the affected portion(s) of the project schedule and an analysis to show the effect on the entire project. The proposed revision and analysis shall be submitted to the Engineer within 2 days after the Engineer notifies the Contractor the revision is of a major nature. A change will be considered to be of a major nature if the time estimated for an activity or sequence of activities is varied from the original plan to the degree that there is reasonable doubt that milestone or Contract completion dates will be met, or if the schedule revision impacts the work of other contractors.

The Contractor shall submit a proposed revised schedule within (15) calendar days when requested by the Engineer when:

- a. There is a significant change in the Contractor's operations that will affect the critical path;
- b. The current updated schedule indicates that the contract progress is (30) calendar days or more behind the planned schedule, as determined by the Engineer, or
- c. The Contractor or the Engineer considers that an approved or anticipated change will impact the critical path or contract progress.

The Engineer shall be allowed (5) calendar days to review and accept or reject a schedule revision. Rejected revision schedules shall be resubmitted to the Engineer within (2) calendar days at which time a new 5 calendar day review period by the Engineer will begin. Only upon approval of a change by the Engineer shall it be reflected in the next schedule update submitted by the Contractor.

**Add the following subsection:**

**6-1.1.7 Schedule Time Extension Requests.** When Change Orders or delays are experienced by the Contractor and a time extension is requested, the Contractor shall submit to the Engineer a written Time Impact Analysis illustrating the influence of each change or delay on the current Contract completion date, or milestone completion date, utilizing the current accepted schedule. Each Time Impact Analysis shall include a fragnet demonstrating how the Contractor proposes to incorporate the Change Order or delay into the current schedule. The fragnet shall include the sequence of new and/or existing activity revisions that are proposed to be added to the accepted baseline project schedule or current schedule in effect at the time the change or delay is encountered, to demonstrate the influence of the delay and the proposed method for incorporating the delay and its impact into the schedule.

Each Time Impact Analysis shall demonstrate the estimated time impact based on the events of delay, the anticipated or actual date of the Change Order work performance, the status of construction at that point in time, and the event time computation of all activities affected by the change or delay. The event times used in the analysis shall be those included in the latest update of the current schedule in effect at the time the change or delay was encountered.

Time extensions will be granted only to the extent that equitable time adjustments for the activity or activities affected exceed the total or remaining float along the critical path of activities at the time of actual delay, or at the time of the Change Order work performance. Float time is not for the exclusive use or benefit of the Engineer or the Contractor, but is an expiring resource available to all parties as needed to meet Contract milestones and the Contract Completion Date. Time extensions shall not be granted nor delay damages paid until:

- a. A delay occurs which is beyond the control and without the fault or negligence of the Contractor and its subcontractors or suppliers, at any tier; and,
- b. Which extends actual performance of the work beyond the applicable current Contract Completion Date and the most recent date predicted for completion of the project on the accepted schedule update current as of the time of the delay or as of the time of issuance of the Change Order.

Each Time Impact Analysis shall be submitted in triplicate within fifteen (15) calendar days after a delay occurs or issuance of the Preliminary Change Order. If the Contractor does not submit a Time Impact Analysis for a specific Change Order or delay within the specified period of time, the Contractor shall be deemed to have irrevocably waived any rights to additional time and cost.

Approval or rejection of each Time Impact Analysis by the Engineer shall be made within fifteen (15) calendar days after receipt of each Time Impact Analysis, unless subsequent meetings and negotiations are necessary. Upon approval, a copy of a Time Impact Analysis, unless subsequent meetings and negotiations are necessary. Upon approval, a copy of a Time Impact Analysis signed by the Engineer shall be returned to the Contractor for incorporation into the schedule.

Upon mutual agreement by both parties, the accepted schedule revisions illustrating the influence of Change Orders and delays shall be incorporated into the project schedule during the first update after agreement is reached.

In the event the Contractor does not agree with the decision of the Engineer regarding the impact of a change or delay, notice shall be given in accordance with Section 9-1.04 of the State Standard Specifications.

**Add the following subsection:**

**6-1.1.8 Payment.** Payment for preparation and updating the progress schedule (critical path) shall be included in the various items of work and no additional compensation will be allowed.

**The Contractor shall include revised/updated schedule with invoice submittal for all payments.**

**6-7 TIME OF COMPLETION.**

**6-7.2 Working Day. Add the following:**

The following days have been designated as holidays by the City of Pomona:

New Year's Day	January 1
Martin Luther King, Jr Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May

Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed, and if a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed.

**Add the following subsection:**

**6-7.4 Work Hours.** The normal work hours, outside of the traffic lane, shall be from 7:00 AM until 4:00 PM on all work days. Workdays are defined in Section 6-7.2 of the Standard Specifications. Work hours within traffic lanes are defined in Section 7-10.1. Work hours other than normal work hours will not be allowed without prior consent of the City Engineer, **or required by the approved traffic control plan.** If work is performed at night, the Contractor shall provide adequate light for proper prosecution of the work for the safety of the workmen and the public, and for proper inspection.

**6-8 COMPLETION, ACCEPTANCE, AND WARRANTY. Delete the entire subsection and substitute the following:**

The work will be inspected for acceptance by the City's Representative upon receipt of the Contractor's written assertion that the work has been completed. If, in the sole discretion of the City's Representative, the work has been completed and is ready for acceptance, the City's Representative will notify the City Clerk that the Contract has been completed in its entirety. The City's Representative shall request that the city accept the work and that the City Clerk be authorized to file on behalf of the City in the office of the Los Angeles County Recorder, a Notice of Completion of the work. The date of completion shall be the date the Contractor is relieved from responsibility to protect the work.

The Contractor hereby guarantees that the entire work constructed by him under the Contract will meet fully all requirements as to quality of workmanship and materials. The Contractor hereby agrees to make, at his own expense, any repairs or replacements made necessary by defects in materials or workmanship that became evident within one (1) year after the date of the completion, and to restore to full compliance with the requirements of these Contract Documents, including any test requirements set forth herein for any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the City's Representative. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his sureties shall be liable to the City for the cost thereof.

The guarantees and agreements set forth herein shall be secured by a surety bond which shall be delivered by the Contractor to the City before the Notice of Completion and acceptance of the work by the City. Said bond shall be in the form approved by the City Attorney and executed by a surety company or companies satisfactory to the City in the amount of one hundred percent (100%) of the Contract. Said bond shall remain in force for a period of one (1) year after the date of Notice of Completion and acceptance. Alternatively, the Contractor may provide for the Faithful Performance Bond furnished under the Contract to remain in force and effect for said amount until the expiration of said one (1) year period.

The parties agree that no certificate given, with the exception of the certificate of final payment, shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective work or improper materials. Further, the certificate of final payment shall not terminate the Contractor's obligations under his warranty herein above. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any work done in accordance with any alterations of the same, shall release the City, the City Council and its officials, officers and employees from any and all claims or liability on account of work performed under the Contract or any alteration thereof.

**6-9 LIQUIDATED DAMAGES. Delete the entire subsection and substitute the following:**

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with 6-6, the Contractor shall pay to the Agency, or have withheld from moneys due it, the sum of **\$1500**. Execution of the contract under these specifications shall constitute agreement by the Agency and Contractor that **\$1500** per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

In addition to the liquidated damages specified, if the Contractor fails to complete the work within the time specified for completion, plus any authorized time extensions, the Agency shall have the right to charge to the Contract all or any part, as it may deem proper, of the actual costs of inspection, supervision and other overhead expenses that are directly chargeable to the project and that accrue after the expiration of such specified time for completion plus authorized extensions. This charge will be addition to the payment of liquidated damages.

**SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

**7-3 LIABILITY INSURANCE. Delete the entire subsection and Refer to Public Works Contract Article 7.**

**7-4 WORKERS' COMPENSATION INSURANCE. Delete the entire subsection and Refer to Public Works Contract Article 7.**

**7-5 PERMITS. Delete and substitute:**

The Contractor shall obtain, pay, and comply with all permits, including but not limited to the permits requirements as shown in the "Instruction to Bidders" part of this contract document, and give all notices necessary and incident to the due and lawful prosecution of the work and to the preservation of the public health and safety.

Excavation shall not be started on any trench, vertical or sloping, that is five feet (5') or more in depth until the Contractor has obtained a permit from the State Division of Industrial Safety and submitted a copy of said permit to the Engineer. Upon demand by the City or the State Division of Industrial Safety or representatives thereof, the Contractor shall produce the permit.

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

The Environmental Quality Act of 1970 (Chapter 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972 may be applicable to permits, license and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses or other authorizations, applicable to the work, in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

**7-6 THE CONTRACTOR’S REPRESENTATIVE. Add the following:**

When and as directed by the City Engineer, the Contractor shall attend all conferences and meetings which the City Engineer deems necessary for the proper progress of work under this contract.

**7-8 WORK SITE MAINTENANCE.**

**7-8.1 General. Add the following:**

When and as often as required by the Engineer, the Contractor shall furnish and operate self-loading motor sweepers with spray nozzles, to keep paved areas affected by the work acceptably clean and dust free.

The Contractor shall remove graffiti from all work, materials, equipment, and signs within the project. Equipment, materials, or signs containing graffiti shall not be brought to the project. Any graffiti found on work, materials, equipment, or signs shall be cleaned or removed from the project within 24 hours from its discovery. The cost of graffiti removal shall be borne by the Contractor, and shall be considered as being included in the various Contract items. Graffiti removal on paved surfaces shall be by sand-blasting with use of appropriate BMP’s and clean-up included, and graffiti removal from other surfaces shall be by methods involving equivalent level of effort as approved by the Engineer.

**7-8.3 Noise Control. Add the following:**

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. If the Contractor is forced or allowed by the Engineer to work outside the normal work hours, the noise level from the Contractor's operations, between the hours of 9:00 P.M. and 6:00 A.M. shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

#### **7-8.4 Storage of Equipment and Materials.**

##### **7-8.4.1 General. Add the following:**

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the City Engineer, and must be free of objectionable material. The storage site shall be properly fenced, screened from neighboring properties and street view. The storage site has to comply with Sec 7-8.6, in compliance with California Storm Water Best Management Practice handbook for construction activities. The Contractor must submit to the City Engineer for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the City Engineer.

##### **7-8.4.2 Storage in Public Streets. Add the following:**

Stockpiling or storage of materials and equipments on any public right-of-way or parking areas will not be permitted without the approval of the City Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

##### **Add the following subsection:**

**7-8.4.3 Temporary Light, Power, and Water** Any water drawn from City fire hydrant shall be via City owned water meter. The meter requires posting a security deposit with the Utility Services Customer Service at City Hall. The deposit shall be retained until return of the meter in a condition like received, less normal wear and tear and set up charge. Deposit shall be forfeited for lost, stolen, or damaged meter. Cost of service charges and water consumption shall be paid to be paid to the Utility Services Department monthly. Current read of the meter to be provided or available for reading each month. All construction water meters require an approved "Reduced Pressure Backflow Preventer" (RPBP) to be installed immediately behind the meter on the service side. The Contractor shall operate the fire hydrant with a hydrant wrench only. Should damage occur to the hydrant, the Contractor shall make repairs at his expense.

The Contractor shall notify the Los Angeles County Fire Department and the City of Pomona, Public Works Department 24 hours in advance, stating the location of the hydrant and the hours when it will be used.

It is a misdemeanor to use water from any Public Fire Hydrant without obtaining the proper authorization.

##### **7-8.6 Water Pollution Control. Add the following:**

The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

In addition to complying with all applicable federal, state and local laws and regulations, the

contractor shall take note of the **NPDES (National Pollution Discharge Elimination System)** Requirements. The Contractor shall take all precautionary actions and implement all necessary BMPs to prevent discharges to any portion of the storm drain conveyance system including discharge of pollutants from activities such as paving operations, concrete waste washouts, cold-milling, vehicle and equipment fueling from entering storm drain systems. These precautionary actions are required as dictated by the Stormwater Management program in accordance with Chapter 18 of the Pomona City Code. Such pollutants are listed per the California Stormwater Best Management Practices handbook for Construction activities.

The following shall be implemented:

1. Handle, store, and dispose of materials properly.
2. Avoid excavation and grading activities during wet weather.
3. Construct diversion dikes and drainage swales around working sites.
4. Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
5. Develop and implement erosion control plans (if applicable).
6. Check and repair leaking equipment away from construction sites.
7. Designate a location away from storm drains for refueling.
8. Cover and seal catch basins if work in their vicinity may allow debris or deleterious liquids to enter.
9. Use vacuum with all concrete sawing operations.
10. Never wash excess material from aggregate, concrete, or equipment onto a street.
11. Catch drips from paving equipment with drip pans or absorbent material.
12. Clean up all spills using dry methods.

## **7-10 PUBLIC CONVENIENCE AND SAFETY.**

### **7-10.1 Traffic and Access. Add the following:**

Traffic and access, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures, shall be in accordance with Subsection 7-10, of the latest edition of the Standard Specifications for Public Works Construction, including all its subsequent amendments; the latest edition of the **CAMUTCD (California Manual of Uniform Traffic Control Devices)** with State of California Modifications and the following Special Provisions. In the event of conflict, the Special Provisions shall take precedence over the CAMUTCD and the Standard Specifications, and the CAMUTCD shall take precedence over the Standard Specifications.

**No lane closure will be allowed prior to 8:30 AM or after 3:30 PM within half-mile from any school or on major streets in the direction of peak traffic flow, unless otherwise provided in a City approved Traffic Control Plan.**

**No lane closure will be allowed prior to 8:00 AM on all other city streets.**

The Contractor shall provide and maintain two portable programmable signboards throughout the construction on all major arterial streets. The signboards shall be installed one week prior to begin construction. The text shall be approved by the City. The cost shall be included in the various bid items.

Convenient and safe pedestrian access to occupied residential and business property shall be

maintained at all times. Access to mailboxes must be maintained at all times such that the postal delivery service is not- interrupted. Trash pick-up service shall not be interrupted. Access to vacant and unused property may be restricted when approved by the Engineer. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

1) **NOTIFICATION:** The Contractor shall give written and reasonable notice (in English and in Spanish) to occupants or owners of property adjacent to the construction site at least (5) working days prior to the beginning of construction in their respective areas. The notification shall include the date and time of street closures, parking and traffic access information and requirements, and precautionary information regarding the work to be done. A copy of all notifications shall be submitted to the City Engineer for approval.

2) **ACCESS TO DRIVEWAYS:** The Contractor shall notify in writing residents of property adjoining the location of the work at least forty-eight (48) hours before the start of construction on that street. The Contractor is responsible for posting "temporary no-parking" signs at least forty-eight (48) hours before using the parking lane for construction purposes. The Contractor shall be responsible for furnishing, posting, and removing temporary "No Parking" and "No Driving" signs (as applicable) along project streets. Signs shall be posted on each side of the street with a maximum of 200 feet between signs. Signs may be attached to existing poles, street lights standards or whatever is existing in the public right-of-way. When necessary, the Contractor shall furnish posts.

Pursuant to City requirements, "Temporary No Parking" signs must be posted and verified by the Pomona Police Department 24 hours prior to beginning of construction.

In the case of work requiring excavation of the roadway which may interfere with the use by residents or businesses of their driveways, suitable provisions shall be made by the Contractor at such time as the exigencies of construction may demand a temporary blocking of said driveways. Efforts shall be made by the Contractor to minimize the duration of said blocking and to notify the residents of this need well in advance. Further, the Contractor shall provide access to each residential or commercial establishment each evening.

The contractor shall keep the access open to the LA County Fire Department and Pomona Police Department at all times and Coordinate his construction efforts with these departments and the City of Pomona.

3) **TRAFFIC CONTROL PLANS:** The Contractor shall submit a legible, detailed Traffic Control Plan (TCP) on one or more 24" x 36" reproducible plan sheets which shall clearly show and/or describe all proposed lights, warning signs, barricades, delineators, temporary lane markings, temporary traffic signals or signs, and any and all other facilities proposed to be installed. Said TCP shall be prepared and stamped/sealed, signed, and dated by a State of California Registered Civil or Traffic Engineer and shall show all lane closures, restrictions, tapers, and other disruptions of normal traffic flow, including pedestrian and vehicular detours. A schedule and/or sequencing diagram shall be included. Said TCP may be drawn on a sepia or other transparent copy of the project's Plans. Said TCP shall be submitted to the Engineer for approval within **fifteen (15) calendar days** after issuance of **Conditional NTP**. It shall be the Contractor's responsibility to immediately revise said Plan at the direction of the Engineer, and the Contractor hereby agrees that such shall be strictly adhered to, and the Contractor hereby understands and agrees that its failure to provide any facility or device as shown on the TCP, or its deviation from said Plan, shall constitute a breach of contract.



**7-10.3 Street Closures, Detours, Barricades. Add the following:**

No closure of any street shall be allowed unless prior written permission is obtained from the City Engineer and approval of traffic control and detour plan. If permission to close a street is granted, then the Contractor is required to notify in writing at least **five (5) working days** in advance of street closures, all directly affected properties, all emergency services, and school bus services shall be notified by the contractor in writing of the locations, time, and date of the closures. In case of schedule changes, the emergency services, etc., shall be notified by telephone at least **two (2) working days** in advance of the street closure.

**Add the following subsection:**

**7-15 RECORD DRAWINGS.** At the beginning of the project, one blue-line print of each applicable drawing will be issued by the City to the Contractor for use in preparing record drawings.

Actual construction conditions shall be accurately and completely recorded on the blue-line prints by the Contractor as the project progresses. Upon completion of the work, the Contractor shall sign the record drawings and shall submit same to the City's Inspector for checking and approval prior to the Notice of Completion is filed.

**Add the following subsection:**

**7-16 HAUL ROUTES.** Haul routes shall be submitted to the Engineer within **fifteen (15) consecutive calendar days** following written notice of award of contract. Haul routes shall minimize impacts on heavily traveled arterials and areas with sensitive land used including schools, hospitals, and religious and residential communities.

Minimize **idling:** Contractor shall prohibit engine idling while waiting to load or unload, if the expected wait exceeds **ten (10) minutes**.

**SECTION 8 – FACILITIES FOR AGENCY PERSONNEL**

Facilities for Agency Personnel will not be required on this project unless specified otherwise in technical Provisions.

**SECTION 9 – MEASUREMENT AND PAYMENT**

**9-3 PAYMENT.**

**9-3.1 General. Add the following:**

Payment for cost of work to comply with the Standard Specification for Public Works Construction and these Special Provision and the Public Works Contract shall be included in the various bid items, and no additional payment will be made.

The City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expense, losses or damages, as determined by the Engineer, incurred by the City, for which the Contractor is liable under the contract.

Whenever in the opinion of the City Engineer the Contractor shall have completely performed the contract on his part, the City Engineer shall notify the City that the contract has been completed in its entirety. He shall request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City, in the office of the Los Angeles County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the City Engineer for approval a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the Engineer's Representative shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the City Engineer's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, less **five percent (5%)** of the total work done.

On the expiration of **thirty-five (35) calendar days** after the filing of the **Notice of Completion** of the work, the City shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract.

**9-3.2 Partial and Final Payment. Add the following:**

The amount of liquidated damages will be deducted from earned progress payments due the Contractor.

**Add the following subsection:**

**9-3.2.1 Progress Payments.** Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Contract, Contractor shall submit to the Contract Officer a complete itemized payment request for all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.50. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made within thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 3.3 of this Contract for retention of funds.

**Add the following subsections**

**9-3.2.2 Retention of Funds.** Progress payments shall be made in accordance with the provisions of Section 3.2 of the Contract documents. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor, **thirty five (35) calendar days** after recordation of final Notice of Completion with County of Los Angeles, after Contractor shall have furnished City with a release of all undisputed contract amounts, if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to

150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

**Add the following subsection:**

**9-3.2.3 Substitution of Securities.** Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

**9-3.3 Delivered Materials. Add the following:**

Unless included in the Bid Schedule, or unless otherwise called for in Technical Provisions, no payment will be made for materials or equipment delivered but not yet incorporated in the work.

# PART 6

## TECHNICAL PROVISIONS

**ADA PATH OF TRAVEL- CITYWIDE (CDBG) (FY 14/15-16/17), PROJECT NO. 428-64774**  
(SUPPLEMENTS AND MODIFICATIONS TO  
THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION)

The following Technical Provisions shall pertain for the following Bid Schedules:

Base Bid Schedule A

Additive Alternate Schedule B

## **I. GENERAL**

### **A. PRIOR TO CONSTRUCTION:**

1. Contractor shall notify the City Police and L.A. County Fire Department giving the expected starting date, the name and telephone number of a responsible person that is to be contacted, at any hour in the event of a condition requiring immediate correction. Emergency vehicles shall be permitted to pass through the work area, without delay, at all times.
2. Contractor shall notify businesses and residents as required in the Special and Technical Provisions. The notice shall include but not be limited to:
  - a) The Time and Date of Commencement.
  - b) A copy of the proposed construction schedule.
  - c) Date of Completion.

A copy of the letter shall be submitted to the City Engineer for approval prior to distribution

### **B. DURING CONSTRUCTION**

1. Contractor shall provide a minimum of daily sweeping of project area streets to keep project area clean.
2. Contractor shall include weekend work at the direction of the City Engineer to minimize the impact to area businesses.

**C. Payment for conforming to the requirements of this article shall be considered as included in contract bid prices paid for the various items of work and no additional compensation will be allowed therefore.**

## **II. MOBILIZATION, TRAFFIC CONTROL, EROSION CONTROL AND CLEARING AND GRUBBING**

### **A. MOBILIZATION**

MOBILIZATION shall include but not be limited to the following items:

1. The movement of personnel, equipment, supplies and incidentals to the project site.
2. Procurement of an approved construction staging area.
3. Notification to residents and/or businesses.
4. Cost of providing bonds, insurance, financing, moving equipment to the job site
5. Preparing an approved work schedule
6. Contacting all affected utility companies for information regarding identification, location and depth of underground utilities prior to any removal or construction activities
7. Coordinating all utility adjustments, relocations, and removals being done by someone other than the Contractor. Utility adjustments, relocations, and removals by the Contractor shall be included as part of a separate bid item described within these Technical Provisions.

8. Preparation of As Built Plans.
9. For the establishment of buildings of 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.
10. 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.
11. Mobilization shall also include all costs required by the contract and not specifically included in a pay item. **Cost not included in this bid item shall be included in various bid items of work.**

**Measurement and payment for MOBILIZATION, TRAFFIC CONTROL, EROSION CONTROL, AND CLEARING & GRUBBING (Base Bid and Additive Alt Item # 1) shall be in LUMP SUM bid price and no additional compensation will be allowed therefore. The total price for Mobilization shall be 2% of the total contract amount. No further compensation will be allowed separately from bid items.**

**The lump sum payment shall not be made in full at the beginning of the project and instead the City Engineer shall decide the fractional portions to be paid throughout the term of the contract. The Contractor shall not begin invoicing and City will not begin processing any payments to the Contractor until Contractor has substantially started actual work field operations on-site (on the ground) within the City.**

## **B. TRAFFIC CONTROL**

Traffic control, including vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with Subsections 7-10 of the latest edition of the "Standard Specifications for Public Works Construction", including all its subsequent amendments, the minimum requirements of California Manual on Uniform Traffic Control Devices (CA MUTCD) or other measures necessary to protect the public as may be determined by the City Engineer.

The Contractor shall furnish and erect, maintain and regularly inspect barricades, lights, channelizers, temporary railing, temporary striping, portable flashing lights, barriers, flashing arrow signs, changeable message signs, incidentals and signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public. These devices shall conform to the requirements set forth.

The Contractor shall furnish at his expense and with no extra cost to the City; labor, materials, tools, equipment such flagmen and guards as are necessary to give adequate warning to the public that roadway work is underway and of any dangerous conditions. Flagmen shall perform their duties and be provided with equipment in accordance with current California Manual on Uniform Traffic Control Devices (CA MUTCD). The equipment shall be furnished, kept clean and kept in good repair by the Contractor at his own expense.

Convenient and safe pedestrian access to occupied residential and business property shall be maintained at all times. Access to mailboxes must be maintained at all times such that the

postal delivery service is not interrupted. Trash pick-up service shall not be interrupted. Access to vacant and unused property may be restricted when approved by the Engineer. Both vehicular and pedestrian access shall be maintained at all times to other property, except as otherwise specifically authorized in writing by the City Engineer.

Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the City Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and/or storage shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

**Full compensation for complying with the work contained in this section shall be included in the contract Lump Sum bid price for LUMP SUM bid price for MOBILIZATION, TRAFFIC CONTROL, EROSION CONTROL, AND CLEARING & GRUBBING (Base Bid and Additive Alt Item #1) and no additional compensation will be allowed therefore.**

### C. CLEARING AND GRUBBING

Clearing and grubbing shall be performed in accordance with the Plans, the provisions of Section 300-1, Clearing and Grubbing” of the Standard Specifications, Special Provisions and these Technical Provisions and shall include, but not be limited to the following:

Clearing and Grubbing shall include removal or trimming and removal of any existing improvements at locations listed in the Appendix without a specific removal bid item or included within a construction bid item as and described within these Technical Provisions. All materials shall be removed and legally disposed of off-site. This work shall be performed in advance of grading and paving operations and in accordance with section 300-1 of the Standard Specifications.

**Full compensation for complying with the work contained in this section shall be included in the contract LUMP SUM bid price for MOBILIZATION, TRAFFIC CONTROL, EROSION CONTROL, AND CLEARING & GRUBBING (Base Bid and Additive Alt Item #1) and no additional compensation will be allowed therefore.**

### D. EROSION CONTROL

Erosion Control shall include all work required to keep the public right-of-way, adjoining properties and downstream improvements free of construction debris and silt. **All required NPDES regulations shall be complied with as applicable including complying with all requirements of the City approved Storm Water Pollution Prevention Plan (SWPPP).**

No additional amounts shall be paid for erosion control, erosion damage clean-up removal of debris from the project site, **NPDES requirements**, or removal of soil deposited on public streets by construction traffic.

**Full compensation for complying with the work contained in this section shall be included in the contract Lump Sum bid price for LUMP SUM bid price for MOBILIZATION, TRAFFIC CONTROL, EROSION CONTROL, AND CLEARING & GRUBBING (Base Bid and Additive Alt Item #1) and no additional compensation will be allowed therefore.**

## III. REMOVALS AND RELOCATIONS

All work shall conform to the provisions in Subsection 300-1.3, “Removal and Disposal of Materials,” of the Standard Specifications, and these Special Provisions.

All existing AC and PCC improvements shall be machine saw cut for removal. Pavement saw cuts shall be such that additional cracking or breakage beyond the saw cut line will not occur during removals. In no instance shall the saw cut depth be less than 3 inches in depth.

At the completion of removal operations, the site shall be cleared of all debris and rubble, and it shall be the responsibility of the Contractor to arrange for the legal disposal thereof. On completion of the cleanup operation of the site or an agreed portion thereof, the Engineer shall approve the site.

Removals shall include, but not be limited to the following:



- Furnishing labor, tools, equipment, and materials necessary for doing the work
- Removal of Existing Concrete Ribbon Gutter
- Removal of Existing Trees
- Removal of Existing Asphalt Concrete Pavement Adjacent to PCC Improvements
- Removal of Existing Concrete Curb & Gutter
- Removal of Existing Concrete Sidewalk and Curb Ramps
- Removal of Existing Concrete Cross Gutters
- Removal of Existing PCC Pavement
- Removal of Existing Driveway Approaches
- Removal of Existing Alley Intersections
- Removal of Existing Block Walls
- Removal of Existing Fences
- Removal of Existing Base Material and/or Native Soil Required for the Construction of the Proposed Improvements
- Removal of excess material for new construction.
- Disposal of removed materials and excess construction materials
- Removal and relocation of street signs as shown on plan, including replacement in-kind when salvaged material cannot be used.
- Removal and relocation of mailboxes as shown on plan, including replacement in-kind when salvaged material cannot be used.
- Removal and reconstruction (in-kind) of block walls as shown on plan.
- Removal and reconstruction (in-kind) of fences as shown on plan
- Repair or Replacement of any irrigation system(s) in conflict with the proposed improvement(s) that is removed, damaged, disturbed or broken shall be modified, repaired and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal to or better than the original materials.

Any improvements removed on private property to facilitate construction of this project shall be either relocated or reconstructed in kind to a condition equal to or better than that existing at start of construction. It shall be the authority of the City Engineer's representative to determine the necessity and appropriateness of said private property reconstruction.

Private improvements on public right-of-way that require removal and relocation as part of this project shall be relocated or reestablished as practical to adjacent private property.

Existing roadside signs shall be protected in place unless specifically shown on the plans to be relocated. Contractor may remove these signs during construction. However, they shall be replaced as close as practical to their original location while maintaining ADA minimum clearance guidelines, or at a location designated by the City Engineer. Signs shall be per details and dimensions for roadside signs and the installation thereof shall conform to the current State of California Department of Transportation Sign Specifications, Standard Specifications and Standard Plans. No additional compensation will be allowed for signs indicated on the plans to be protected in place.

Existing mailboxes shall be protected in place unless specifically listed to be relocated. Contractor may remove these mailboxes during construction. However, they shall be replaced as close as practical to their original location while maintaining ADA minimum clearance guidelines, or at a location designated by the City Engineer. No additional compensation will be allowed for mailboxes indicated on the plans to be protected in place.

**Payment for all AC, PCC, Base, and Native material removals shall be included as part of the contract bid prices paid for the new improvement being constructed unless specifically included in a removal bid item below. No additional compensation will be allowed therefore.**

**Payment for REMOVE EXISTING TREE (Base Bid and Additive Alt Item # 8) to the requirements of this article shall be per the unit bid price per EACH (EA) paid for this item of work. The unit bid price for this item shall include all materials, equipment, tools, labor, and transportation required to remove and dispose existing tree, coordination with the home owner regarding the extent of the impact and proposed method of landscaping or hardscape remediation, and no additional compensation will be allowed therefore.**

**Payment for REMOVE AND RELOCATE EXISTING FENCE TO MATCH EXISTING (Base Bid and Additive Alt Item # 9) to the requirements of this article shall be per the unit bid price per LINEAR FOOT (LF) paid for this item of work. The unit bid price for this item shall include all materials, equipment, tools, labor, and transportation required and no additional compensation will be allowed therefore.**

**Payment for REMOVE AND RELOCATE EXISTING TRAFFIC SIGN OR MAILBOX (Base Bid and Additive Alt Item #11) to the requirements of this article shall be per the unit bid price per EACH (EA) paid for this item of work. The unit bid price for this item shall include all materials, equipment, tools, labor, and transportation required and no additional compensation will be allowed therefore.**

**REMOVE AND RELOCATE EXISTING WATER METER (Base Bid and Additive Alt #10). In addition to these specifications, all water meter box adjustments, replacements, and relocations shall also be done in accordance with the City of Pomona Water Division Standard Specifications included in appendix A.**

Existing Pomona water meter boxes shall be removed, relocated, reconstructed and/or adjusted to final grade by the Contractor, including all necessary preparation work during each phase of construction. The meter boxes shall not be rendered inaccessible at any time and shall be maintained readily accessible for shut-off at all times. All new meter boxes shall be provided by the Contractor.

**Payment for REMOVE AND RELOCATE EXISTING WATER METER (Base Bid and Additive Alt #10). shall be on an Each Item (EA) basis and shall include furnishing all labor, equipment, tools and materials necessary for the item of work including water meter relocations, cutting and installing new pipe, coordination with the Pomona water department, purchasing, delivery and installation of existing or new meter boxes, coordination with each home owner regarding the extent of the impact and proposed method of landscaping or hardscape remediation disposal and hauling of existing boxes and adjustment to final grade. The price of this item shall also include any incidentals for doing the work involved in constructing the meter valve box. No further compensation will be allowed therefore.**

#### **IV. GRADING AND EARTHWORK**

Earthwork shall include furnishing all materials, labor, tools, equipment, transportation and incidentals required, to complete all the rough and final grading of the construction areas in accordance with the project plans, the applicable portions of Section 300 of the Standard Specifications and these Special Provisions.

**Full compensation for grading and earthwork shall be considered as included in contract bid prices paid for the various new construction items and no additional compensation will be allowed therefore.**

## V. SUBGRADE PREPARATION

Subgrade preparation shall conform to the provisions of Section 301-1, "Subgrade Preparation," of the Standard Specifications for Public Works Construction (APWA Green Book) and these Special Provisions.

For Asphalt Pavement and PCC Ribbon Gutter, placed directly on subgrade, the Contractor shall scarify the top 6 inches of subgrade material and compact to a relative compaction of 95%.

For PCC Sidewalks and PCC Curb Ramps, placed directly on subgrade, the Contractor shall scarify the top 6 inches of subgrade material and compact to a relative compaction of 90%.

For PCC Driveways, PCC Pavement, PCC Alley Intersections, PCC Cross Gutters, and PCC Curb and Gutters, placed over base material, the Contractor shall scarify the top 6 inches of subgrade material and compact to a relative compaction of 90%.

All compaction tests will be performed by and at the expense of the City except that costs for non-passing tests shall be borne by the Contractor.

**Full compensation for subgrade preparation shall be considered as included in contract bid prices paid for the various construction items where subgrade preparation is required and no additional compensation will be allowed therefore.**

## VI. CONSTRUCTION

### A. CRUSHED MISCELLANEOUS BASE (CMB)

Base Material shall conform to sections 200-2.4 of the Standard Specifications for Public Works Construction (APWA Green Book) and these special provisions.

Work shall conform to sections 301-2 of the Standard Specifications for Public Works Construction (APWA Green Book), the Plans, and these special provisions.

Crushed Miscellaneous Base (CMB) shall be placed as a base for PCC Driveways, PCC Pavement, PCC Alley Intersections, PCC Cross Gutters, PCC Ribbon Gutter, and PCC Curb and Gutters. The thickness of the CMB shall be 6 inches where called for on plans or where included on the Standard Plans.

**Payment for CMB conforming to the requirements of this article shall be considered as**

**included in contract bid prices paid for the various items of work for which the CMB is required and no additional compensation will be allowed therefore.**

**B. ASPHALT CONCRETE (AC) BASE/ SURFACE COURSE:**

1. **GENERAL:** AC pavement shall conform to Sections 203-6 and 302-5 of the Standard Specifications except as modified herein.
2. **PAVING:** The Contractor shall furnish to the City, reports from the supplier certifying that the asphalt concrete (AC) materials and proportions comply with the designated classifications for asphalt concrete pavement as required herein, or as directed by the Engineer.

Subgrade Preparation shall conform to section 301-1 "Subgrade Preparation" of the Standard Specifications, and these special provisions.

Contractor shall provide sufficient survey to assure that paving is installed to grade as shown on the Plans.

Asphalt Concrete being constructed directly upon existing hard surface pavement requires a tack coat conforming to section 302-5.4 of the Standard Specification.

Asphalt concrete shall have a performance grade binder of PG 64-10 and shall conform to the following:

**C2-PG 64-10 Asphalt Concrete Surface Course (2 inch minimum thickness)**

**B-PG 64-10 Asphalt Concrete Base Course**

A redwood header shall be installed per subsection 302-5.5 "Distribution and Spreading" at all locations where Asphalt Concrete pavement is being constructed adjacent to natural ground.

**C. PORTLAND CEMENT CONCRETE (PCC):**

1. **GENERAL:** The installation of PCC curb & gutters, sidewalks, curb ramps, cross gutters, ribbon gutters, pavement, driveways, and alley intersections, as called for on the Plans and required per the reference standard plans shall be constructed in the areas designated on the Plans and shall comply with Subsections 201-1, 302-6 and 303-5 of the Standard Specifications, City Standard Drawings and APWA Standard Plans.

All improvements shall be constructed of PCC prepared in accordance with Subsection 201-1 of the Standard Specifications using concrete class 520-C-2500.

The certified tickets accompanying each batch of ready mix concrete delivered to the job

site shall clearly show the “class designation” of the specified concrete mix in addition to the requirements of Subsection 201-1.4.3, “Transit Mixers” of the Standard Specifications.

**Payment for all PCC items shall not be made until Contractor water tests all PCC surfaces to verify proper drainage without ponding.**

2. **CURB AND CURB AND GUTTER:** PCC Curb (and Gutter) construction shall conform to City Standard Drawing A-3-64 (Type A-2 & Type B). All Curb (and Gutter) shall include 6 inches of new CMB. Measurement of PCC Curb (and Gutter) shall be along the flow line and shall include new Curb (and Gutter) fronting curb ramps, driveways, and cross gutters as shown on the location list (Part 7 Appendix A). Prior to placement of these improvements, contractor shall grind or prune all obstructing roots if present and per the root pruning specifications.

**Payment for EXCAVATE, GRADE, & CONSTRUCT RETAINING CURB OR SLOUGH WALL (VARIABLE CURB FACE) OVER 6-INCH CMB (Base Bid and Additive Alt Item # 6) shall be made at the contract unit price per LINEAR FOOT (LF) as measured at the site. Payment shall include all materials, equipment, tools, labor, transportation, and incidentals to complete the work including saw-cutting, removal and disposal of unclassified excavation (asphalt, base, and native material), subgrade preparation, placement of CMB, construction of curb (and gutter), and any grading required to join existing ground as shown on the Plans and described in this Specification and no additional compensation shall be allowed therefore.**

**Payment for REMOVE EXISTING & CONSTRUCT TYPE A-2 CURB (VARIABLE CURB FACE) OVER 6-INCH CMB (Base Bid and Additive Alt Item #12) shall be made at the contract unit price per LINEAR FOOT (LF) as measured at the site. Payment shall include all materials, equipment, tools, labor, transportation, and incidentals to complete the work including sawcutting, removal and disposal of all existing improvements required to construct curb and base material, subgrade preparation, placement of CMB, construction of curb, and any grading required to join existing ground as shown on the Plans and described in this Specification and no additional compensation shall be allowed therefore.**

**Payment for REMOVE EXISTING & CONSTRUCT TYPE B CURB (VARIABLE CURB FACE) & GUTTER (6-INCH CURB FACE) OVER 6-INCH CMB (Base Bid and Additive Alt Item #13) shall be made at the contract unit price per LINEAR FOOT (LF) as measured at the site. Payment shall include all materials, equipment, tools, labor, transportation, and incidentals to complete the work including sawcutting, removal and disposal of all existing improvements required to construct curb and gutter and base material, subgrade preparation, placement of CMB, construction of curb and gutter, and any grading required to join existing ground as shown on the Plans and described in this Specification and no additional compensation shall be allowed therefore.**

**Payment for EXCAVATE, GRADE, & CONSTRUCT CURB (VARIABLE CURB FACE) & GUTTER OVER 6-INCH CMB (Base Bid and Additive Alt Item #14) shall be made at the contract unit price per LINEAR FOOT (LF) as measured at the site. Payment shall include all materials, equipment, tools, labor, transportation, and**

**incidentals to complete the work including sawcutting, removal and disposal of all existing improvements required to construct curb and gutter and base material, subgrade preparation, placement of CMB, construction of curb and gutter, and any grading required to join existing ground as shown on the Plans and described in this Specification and no additional compensation shall be allowed therefore.**

**SIDEWALK:** PCC Sidewalk construction shall conform to City Standard Drawing A-7-02. Measurement of PCC Sidewalk shall be measured per square foot of sidewalk constructed and shall not include adjacent PCC Curb (or Gutter), PCC Driveway, PCC Alley Intersection, or PCC Curb Ramp. The Curb Ramp shall be defined as the pavement between the back of curb to the edge of the banding. Any existing parkway drawings within sidewalk to be replaced shall be replaced in kind and the cost shall be included in the cost of PCC Sidewalk. Any and all gas and water meter boxes falling within the limits of sidewalk construction shall be adjusted to the finished grade of the new sidewalk as part of this work item unless specifically called out as a separate work item on the plans.

**Payment for REMOVE EXISTING & CONSTRUCT 4-INCH PCC SIDEWALK (Base Bid and Additive Alt Item # 2) shall be made at the contract unit price per SQUARE FOOT (SF) as measured at the site. Payment shall include all materials, equipment, tools, labor, transportation, and incidentals to complete the work including sawcutting, removal and disposal of all existing improvements required to construct sidewalk, subgrade preparation, construction of sidewalk, replacement of parkway drains, and any grading required to join existing ground as described in this Specification and no additional compensation shall be allowed therefore.**

**Payment for EXCAVATE, GRADE, & CONSTRUCT NEW 4" PCC SIDEWALK (Base Bid and Additive Alt Item #3) shall be made at the contract unit price per SQUARE FOOT (SF) as measured at the site. Payment shall include all materials, equipment, tools, labor, transportation, and incidentals to complete the work including sawcutting, removal and disposal of all existing improvements required to construct sidewalk, subgrade preparation, construction of sidewalk, replacement of parkway drains, and any grading required to join existing ground as shown on the Plans and described in this Specification and no additional compensation shall be allowed therefore.**

**SIDEWALK GRIND/SAW CUT:** Sidewalk being grind/saw cut shall be maintained at 2% or less cross-slope. Care should also be taken not to grind concrete sidewalks past minimum recommended thickness so as not to compromise the sidewalk's integrity.

ADA draft guidelines accept grinding and cutting for displacements of between ¼ in and ½ in at a 1 to 1 slope. If the removal exceeds a ½ in, the repair has to be at the grade of a ramp – maximum of 8.3%. For instance, if the heaved sidewalk segment leaves a displacement of ¾ inch at the joint, the grind or cut would have to taper back approximately nine inches for the repair to be ADA compliant and considered permanent.

Any displacement of more than a half inch (1/2 inch) will require a longer taper at 8.3% max (a minimum of 6 inches).

The sidewalk shall be maintained at 2% or less cross-slope. Care should also be taken not to cut concrete sidewalk past minimum recommended thickness so as not to compromise the sidewalk's integrity.

The concrete saw shall also be capable of cutting concrete at varying degrees of pitch to match the required slope.

Care shall be taken not to disturb or damage adjacent pavement, sidewalk, or gutters that are scheduled to remain. Any existing features scheduled to remain which are damaged through the Contractor's negligence shall be repaired at no additional cost to the City.

**Payment for GRIND PCC SIDEWALK (Base Bid and Additive Alt Item #4) shall be made at the contract unit price per LINEAR FOOT (LF) as measured at the site. Payment shall include all materials, equipment, tools, labor, transportation, and incidentals to complete the work including surface preparations, coordinating with the City Inspector to verify limits of grinding, grinding the existing sidewalk, removal and disposal of sidewalk debris, dust control, repointing or repairing existing sidewalk or sidewalk joints as described in this Specification, protection of the work item and no additional compensation shall be allowed therefore.**

**CURB RAMPS:** PCC Curb Ramp construction shall conform to City Standard Drawing A-28-10. Curb Ramp to comply with the requirements in the latest SSPWC, Section 7-10 "Public Convenience and Safety." Saw-cutting, removal and disposal of existing improvements is included in this bid item. Sawcut, removal and replacement of 2' slot paving with 2-sack PCC slurry adjacent to all curb or curb and gutter shall be required. This bid item also includes removal and disposal of existing material and the installation and compaction of 6" CMB underneath all segments of new curb or curb and gutter and adjacent pavement.

Prior to removal, contractor shall field verify the join limits to ensure there will be positive fall between the removal limits and bring to the City's attention any locations that will not drain properly. Limits shall be adjusted per field conditions to ensure positive drainage is achieved on all new curb & gutter.

Curb Ramp removal and replacements shall match the existing curb height and gutter width for the adjoining segments.

A sidewalk ½-inch radius edging tool is to be used to finish the edges of all curbs. Pull boxes in conflict or located within the limits of the curb ramp or sidewalk shall be relocated or adjusted to finish grade in accordance with Section 307-11, "Pull Boxes" of the Standard Specifications.

Pull boxes shall be adjusted to grade after the construction of sidewalk. The necessary portions of asphalt concrete, base and sub grade shall be neatly removed and the structure built up in accordance with City or utility company standards, including pedestrian slip resistant lids on all utility structures. It is estimated the project has approximately four (4) potential conflicts in which the pull box may have to be relocated and or adjusted. All

appurtenant work complete in place to relocate including but not limited to box, conduit, wiring shall be included with construction of new curb ramp. All pull boxes within curb ramp limits shall also be adjusted to the finished grade of the new curb ramp as part of this work item. All water or gas valve can and lids within curb ramp limits shall also be adjusted to the finished grade of the new curb ramp as part of this work item.

**Payment for REMOVE EXISTING & CONSTRUCT 4-INCH PCC CURB RAMP (Base Bid and Additive Alt Item #15) shall be made at the contract unit price for EACH (EA) as measured at the site. Payment shall include all materials, equipment, tools, labor, transportation, and incidentals to complete the work including sawcutting, removal and disposal of all existing improvements required to construct curb ramp, subgrade preparation, construction of adjacent sidewalk to nearest joint per the standards, truncated domes, retaining curb, slot paving as necessary for construction of new sidewalk access ramp, removal/excavation, relocation of existing traffic signal boxes and connections, disposal, and hauling of existing sidewalk access ramp and/or sidewalk as directed by the Engineer. The price of this item shall also include any incidentals for doing the work involved in constructing the sidewalk access ramp as defined in the SSPWC and the Special Provisions as directed by the Engineer. No further compensation will be allowed therefore.**

Curb Ramp Detectable Warning Surface:

Curb ramps shall be constructed with detectable warning surfacing complying with California Building Code Title 24. Detectable warning surfacing shall consist of vitrified polymer composite, with at least 25% by weight aluminum oxide, nominally 0.20" thick, colorfast and UV stable. Panels must be embedded. Embedded panels shall have perforated embedment ribs at 3" on center, at least 1" deep.

Other physical characteristics shall be as follows:

<b>Compressive Strength</b>	<b>Greater than 18,000 psi</b>	<b>ASTM D 695</b>
<b>Flexural Strength</b>	<b>Greater than 24,000 psi</b>	<b>ASTM D 790</b>
<b>Tensile Strength</b>	<b>Greater than 10,000 psi</b>	<b>ASTM D 638</b>
<b>Water Absorption</b>	<b>Less than 0.35%</b>	<b>ASTM D 570</b>
<b>Slip Resistance</b>	<b>Greater than 0.80</b>	<b>ASTM C 1028</b>
<b>Flame Spread Index</b>	<b>Less than 25</b>	<b>ASTM E 84</b>
<b>Salt Spray</b>	<b>No Change (200 hours)</b>	<b>ASTM B 117</b>
<b>Chemical Stain Testing</b>	<b>No Deterioration</b>	<b>ASTM 1308</b>
<b>Abrasion Resistance</b>	<b>Less than 0.030 (1,000 cycles)</b>	<b>ASTM D 2386</b>
<b>Accelerated Weathering</b>	<b>No Damage (2,000 hours)</b>	<b>ASTM G 29</b>
<b>Load Bearing at 16,000 lbs.</b>	<b>No Damage</b>	<b>AASHTO-H20</b>
<b>Freeze / Thaw / Heat</b>	<b>No Disintegration</b>	<b>ASTM C 1026</b>

The color of the panels shall be yellow or dark gray, as selected by the Engineer.

The Contractor shall install panels in accordance with manufacturer's recommendations.



**Payment for detectable warning surface will be included in the price for “Remove Existing Curb Ramp and Construct New Curb Ramp” or “Install Truncated Dome Mat”, as shown on the plans and as determined by the Engineer.**

1. **CROSS GUTTER:** PCC Cross Gutter construction shall conform to City Standard Drawing A-4-74. Measurement of PCC Cross Gutter shall be measured per square foot of cross gutter constructed and shall not include monolithic PCC Curb (or Gutter).

**Payment for REMOVE EXISTING & CONSTRUCT 8-INCH PCC CROSS GUTTER OVER 6-INCH CMB (see City standard) (Base Bid and Additive Alt Item #18) shall be made at the contract unit price per SQUARE FOOT (SF) as measured at the site. Payment shall include all materials, equipment, tools, labor, transportation, and incidentals to complete the work including sawcutting, removal and disposal of all existing improvements required to construct cross gutter and base material, subgrade preparation, placement of CMB, and construction of cross gutter and spandrels as shown on the Plans and described in this Specification and no additional compensation shall be allowed therefore.**

2. **DRIVEWAY:** PCC Driveway construction shall conform to City Standard Drawing A-27-10 and the details shown on the plans. Measurement of PCC Driveway shall be measured per square foot of driveway constructed and shall not include PCC Curb (or Gutter) adjacent to roadway pavement. Monolithically pours PCC Curbs along the driveway curb returns shall be included.

**Payment for REMOVE EXISTING & CONSTRUCT 6-INCH PCC DRIVEWAY OVER 6-INCH CMB (see City standard) (Base Bid and Additive Alt Item # 5) shall be made at the contract unit price per SQUARE FOOT (SF) as measured at the site. Payment shall include all materials, equipment, tools, labor, transportation, and incidentals to complete the work including sawcutting, removal and disposal of all existing improvements required to construct driveway and base material, subgrade preparation, placement of CMB, construction of driveway and monolithically poured curbs along the driveway curb returns, and any grading required to join existing ground as shown on the Plans and described in this Specification and no additional compensation shall be allowed therefore.**

3. **ALLEY INTERSECTIONS:** PCC Alley Intersection construction shall conform to City Standard Drawing A-5-06 and the details shown on the plans. Measurement of PCC Alley Intersection shall be measured per square foot of alley intersection constructed and shall not include PCC Curb (or Gutter) adjacent to roadway pavement. Monolithically pours PCC Curbs along the alley intersection curb returns shall be included.

**Payment for REMOVE EXISTING & CONSTRUCT 6-INCH PCC ALLEY INTERSECTION OVER 6-INCH CMB (see City standard) (Base Bid and Additive Alt Item # 17) shall be made at the contract unit price per SQUARE FOOT (SF) as measured at the site. Payment shall include all materials, equipment, tools, labor, transportation, and incidentals to complete the work including sawcutting, removal and disposal of all existing improvements required to construct driveway and base material, subgrade preparation, placement of CMB, construction of alley intersection**

**and monolithically poured curbs along the alley intersection curb returns, and any grading required to join existing ground as shown on the Plans and described in this Specification and no additional compensation shall be allowed therefore.**

4. **TRUNCATED DOMES ON EXISTING SURFACE:** Detectable warning surfaces shall be installed on existing access ramp surfaces. Detectable warning surfaces shall comply with City Standard No. A-28-19, Sheet 11 and the California Building Code Title 24, and shall consist of vitrified polymer composite, with at least 25% by weight aluminum oxide, nominally 0.20" thick, colorfast and UV stable. Panels must be anchored to the sidewalk access ramp surface as indicated on City Standard No. A-28-19, Sheet 11 and in accordance with manufacturer's recommendations. The color of the panels shall be black except for ramps adjacent to or within one block of a school. Ramps within one block of a school shall have yellow truncated domes.

**Payment for RETROFIT TRUNCATED DOMES ON EXISTING SURFACE (Base Bid and Additive Alt Item #16) shall be paid for EACH (EA). Payment shall include furnishing all labor, equipment, tools and materials necessary for the item of work including surface preparations, coordinating with the City Inspector to verify removal and disposal of debris, dust control, cutting and configuration of the truncated domes (as required), installation of the truncated domes per manufacturers recommendations, protection of the work item and no further compensation will be allowed therefore.**

5. **GRIND EXISTING LIP:** On all ramps to be retrofitted with a truncated dome, if an existing lip exists as the bottom of the ramp adjacent to the flowline, the Contractor shall grind the existing curb ramp lip to achieve a 0" curb face. The grind shall be tapered at the edge of the ramp surface, as appropriate, to avoid creating a sharp elevation drop-off and shall be 0" to 1/2" deep and shall be at least 6" wide in a straight-line-grade. Grades within the grind area shall also be limited to 8.33%. The price of grinding the lip shall be included in the unit price for retrofitting the existing curb ramp.

**Payment for GRIND EXISTING LIP TO 0" CURB FACE (Base Bid and Additive Alt Item # 19) shall be paid for EACH (EA). Payment shall include furnishing all labor, equipment, tools and materials necessary for the item of work including surface preparations, coordinating with the City Inspector to verify limits of grinding, grinding the existing lip, removal and disposal of debris, dust control, protection of the work item and no further compensation will be allowed therefore.**

## **VII. ROOT SHAVE/PRUNING**

All roots less than 2" diameter shall not be included under this work item and the costs for removal of the minor root systems shall be included under the respective bid item and no additional compensation will be allowed. Where called for on the plans or deemed necessary in the field, root pruning shall include the grinding, removal and disposal of all conflicting roots with the proposed work item and shall be measured on a location by location basis. Prior to grinding or removing any root systems, the City's arborist shall review the existing tree and root system to provide direction and approval for the root pruning. An arborist recommendation shall be provided for each location that root pruning is recommended to ensure the root pruning will not adversely affect the health of

the existing tree.

**Payment for ROOT SHAVE (Base Bid and Additive Alt Item #7) shall be paid for Each Location (EA) basis and shall include furnishing all labor, equipment, tools and materials necessary for the item of work including coordinating and obtaining approval from the City arborist, grinding, removing and disposing of all root and additional material spoils and all other items associated with this task and no further compensation will be allowed therefore.**

## **VIII. TREE PLANTING**

Trees planted shall be 24" box trees per the Street Tree Master Plan at a depth which is between the middle and the top bottom of the root ball. Complete the backfilling, tamp, and water. Contractor shall provide all labor, materials, and equipment to perform work during the Plant Establishment Period, as specified herein, including but not limited to; adequate watering of plant material, replacing unsuitable plant material and controlling weeds, rodents and other pests. The Plant Establishment Period shall consist of thirty (30) calendar days prior to the Post-Installation Period. Following inspection of planting operations, including sod installation, the City Representative shall notify the Contractor in writing to establish the effective beginning date of the Plant Establishment Period. Time required for plant establishment shall be considered as included in the total time limit specified in the Contract. Plant Establishment Period may be extended by the City Representative if the planting areas are improperly maintained, appreciable replacement is required or other corrective work becomes necessary. All trees shall be guaranteed from date of final acceptance of project for one year. Replace all plants, that in the opinion of the City Representative are either dead, dying or in an unacceptable condition at any time during the life of the Contract and guarantee period. Newly installed replacement plants shall carry the same guarantee period from date of replacement planting. Contractor shall be responsible for maintaining adequate protection of the landscape. Costs incurred due to damage or replacement shall be the responsibility of the Contractor.

**Payment for TREE PLANTING (Additive Alt # 20) shall be paid for EACH Location (EA) basis and shall include all labor, equipment, tools, and materials necessary for the item of work including coordinating and obtaining approval from the City arborist, excavation, planting, watering, plant establishment, and all other items associated with this task and no further compensation will be allowed therefore.**

## **IX. FINAL PROJECT CLEAN-UP:**

Upon completion and before making application for acceptance of the work, the Contractor shall clean rights-of-way, streets, borrow pits and all other grounds occupied by him in connection with the work of all rubbish, excess materials, temporary structures and equipment, and all parts of the work and grounds occupied by him shall be left in neat and presentable condition.

**Full compensation for complying with the work contained in this section shall be included in the contract LUMP SUM bid price for MOBILIZATION, TRAFFIC CONTROL, EROSION CONTROL, AND CLEARING & GRUBBING (Base Bid and Additive Alt Item # 1) and no additional compensation will be allowed therefore.**

PART 7

**APPENDIX**

# **PART 7**

## **APPENDIX A: STANDARD DRAWINGS**

### **CITY OF POMONA STANDARDS**

Std. Dwg. A-3-64	(Curb & Gutter)
Std. Dwg. A-4-74	(PCC Cross Gutter)
Std. Dwg. A-5-06	(Alley Intersection)
Std. Dwg. A-7-02	(Sidewalk)
Std. Dwg. A-27-10	(Residential Driveway)
Std. Dwg. A-28-10	(Curb Ramp)

### **APWA STANDARD PLANS**

Std. Plan 110-1	Driveway Approaches
Std. Plan 134-1	Concrete Pavement Joint Details

**PART 7**

**APPENDIX B:  
CONCRETE REPAIR LOCATION  
(DISTRICT MAPS)**

## **PART 7**

### **APPENDIX C: CONCRETE REPAIR LOCATION (SPREADSHEETS)**

## **PART 7**

### **APPENDIX D: REQUIRED FEDERAL (HUD) CONTRACT PROVISIONS**



PART 7

APPENDIX E:  
FEDERAL  
WAGE  
DETERMINATION