

PUBLIC WORKS CONTRACT

Between

The City of Pomona

and

Gentry Brothers, Inc.

For

**ADA Curb Ramps and Path of Travel-Citywide
(CDBG) (FY 24-25) [Construction]
Project No. 428-67947**

and

**ADA Curb Ramps and Path of Travel
(Citywide)(CDBG)(FY 25-26) [Construction]
Project No. 428-67948
IFB NO: 2025-34**

(Updated 1/6/2026)

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(CDBG) (FY 24-25) [Construction]
Project No. 428-67947
and
ADA Curb Ramps and Path of Travel
(Citywide)(CDBG)(FY 25-26) [Construction]
Project No. 428-67948
IFB NO: 2025-34**

THIS CONTRACT ("Contract") is made and entered into on **February 24, 2026**, in the County of Los Angeles, State of California, by and between the City of Pomona, hereinafter called City, and **Gentry Brothers, Inc.**, 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 Project(s):

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(CDBG) (FY 24-25) [Construction]
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and
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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 within **60 consecutive working days for Base Bid and 10 consecutive working days for all Additive Alternate, if awarded** and if only a portion of the additive alternate work is awarded the allowed additive alternate working days will be prorated based on the dollar amount) beginning on the date stipulated in the written "Notice to Proceed" issued by the City Engineer.

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 **Nine Hundred Ninety-Nine Thousand Five Hundred Eighty-Five Dollars and Seventy-Five Cents (\$999,585.75)**.

Sec. 3.2 Payment Terms

Payment shall be made as set forth in the Section 7 of Special Provisions. The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the

contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

ARTICLE 4. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

- Purchasing Specifications
- Special Provisions
Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Statement of Non-Collusion by Contractor
- Agreement for Indemnification by Contractor and Acceptance and Acknowledgment of Procurement Practices of the City of Pomona
- Public Works Contract
- Appendix A – Standard Drawings
- Appendix B – City Permit Forms
- Appendix C – Concrete Repair Locations
- Appendix D – Concrete Repair Maps
- Appendix E - Federal Prevailing Wage
- Appendix F – Required Hud Provisions
- Appendix G – Buy America Build America
- Appendix H – Project Sign
- 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
- Approved and fully executed change orders
- All other documents contained in or incorporated 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 Contract shall supersede any prior agreement of the parties.

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 both Type Class "A" and "B" California Contractor's license or the Prime Contractor may hold a Class A license provided that a subcontractor holding a valid Class B license shall perform all building related work.

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.

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 all: (1) material that Contractor believes 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 reviewed by the City, and if no exceptions are taken by the City the plan shall be deemed accepted by the City. In addition, the Contractor, in accordance with California Labor Code Sections 6500, 6501 and 6502, shall submit a Permit Application Form (see Appendix, Part 7 for sample of this document) 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 trunkline 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.

Sec. 5.8 State License Board Notice.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826..

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 1860-1861).

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
Bodily Injury	\$500,000	\$1,000,000	\$2,000,000
Property Damage	---	\$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 bid. 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 of 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 bid. 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 the 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 Contractor shall forfeit as a penalty to the City not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

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) In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on the specified interval and format prescribed by the Department of Industrial Relations, which may include electronic submission. Contractor shall comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(c) Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

(d) 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:

- (1) The information contained in the payroll record is true and correct.
- (2) 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.

(e) 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:

(1) 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.

(2) 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.

(3) 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.

(f) 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.

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

(h) 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.

(i) 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.

(j) 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 (\$100.00)** 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.

(k) 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:	<u>Jason Roehrborn, Vice President</u>
Company / Firm:	<u>Gentry Brothers, Inc.</u>
Address:	<u>384 E. Live Oak Avenue</u>
City/State/Zip:	<u>Irwindale, California 91706</u>

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 Contracting 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 Contracting Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contracting Officer. The Contracting 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, this Contract shall be void. 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.

Neither the City nor any of its employees 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.

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 thirty (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 have 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 paragraph 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 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. Attorney's fees shall include attorney's 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. 9.9 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.
- d) 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) 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.

c. 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, he will recommend that the City Engineer 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.

(3) 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.

e. All records of the Contractor and his Subcontractors, necessary to determine compensation in accordance with the provisions of this section, 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.

e. 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.

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 Agreement.

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 Agreement.

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 Agreement. 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.
 Pomona, CA 91766
 Attention: City Engineer

To Contractor: Name, Title: Jason Roehrborn, Vice President
 Company/Firm: Gentry Brothers, Inc.
 Address: 384 E. Live Oak Avenue
 City/State/ZC: Irwindale, California 91706

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 City Engineer.

Sec. 11.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the

language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

Sec. 11.3 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement 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 Agreement. This Agreement 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 Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement 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 Agreement 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 Agreement 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 Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

Sec. 11.7 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 control over the conduct of the Contractor or any of the Contractors' officers, employees or agents, except as herein set forth. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City, nor shall City officers, employees or agents be deemed the officers, employees, or agents of Contractor as a result of this Agreement.

Sec.11.8 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 Agreement. 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. 11.9 Sales And/Or Taxes:

Except as may be otherwise specifically provided herein, all sales and/or use taxes 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.

ARTICLE 12. FEDERAL CONTRACT PROVISIONS

Sec. 12.1 Required Contract Provisions in Accordance with Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards (2 C.F.R. § 200.327).

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

(i) Termination for Convenience. The Agency may, by written notice to Contractor, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Contractor of such termination, and specifying the effective date thereof (“Notice of Termination for Convenience”). If the termination is for the convenience of the Agency, the Agency shall compensate Contractor for work fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work including anticipated profit. Contractor shall provide documentation deemed adequate by the Agency to show the work actually completed by Contractor prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.

(ii) Termination for Cause. If Contractor fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Contractor specifying the default (“Notice of Default”). If Contractor does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause, or may, in its sole discretion, make a demand on Contractor’s performance bond surety. If Contractor fails to cure a default as set forth above, the Agency may, by written notice to Contractor, terminate this contract for cause, in whole or in part, and specifying the effective date thereof (“Notice of Termination for Cause”). If the termination is for cause, Contractor shall be compensated for that portion of the work which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.

(iii) Reimbursement; Damages. The Agency shall be entitled to

reimbursement for any compensation paid in excess of work rendered and shall be entitled to withhold compensation for defective work or other damages caused by Contractor's performance of the work.

(iv) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Contractor shall promptly discontinue the work unless the Notice directs to the contrary. Contractor shall deliver to the Agency and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. Contractor acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed work, and shall not be entitled to damages or compensation for termination of work. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this Section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Contractor shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race,

color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act:

(i) If this contract is in excess of \$2,000 and if required by Federal program legislation, Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

(ii) The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

(iii) If applicable, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable.

The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(iv) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(v) Additionally, contractors are required to pay wages not less than once a week.

(d) Appendix II to Part 200 (D) – Copeland “Anti-Kickback” Act:

(i) Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3) as may be applicable, which are incorporated by reference into this contract. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(ii) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(iii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iv) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(ii) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(iii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iv) Withholding for unpaid wages and liquidated damages. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(v) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

(i) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

(ii) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley

Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(iii) This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and

2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by Agency. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the Agency in writing immediately if Contractor or its subcontractors are not in compliance during the term of this contract.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Contractor shall file with the Agency the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance

schedule; Meeting contract performance requirements; or At a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(l) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts

(ii) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Sec. 12.2 Contracting with Small and Minority Firms, Women’s Business Enterprise and Labor Surplus Area Firms (2 C.F.R. § 200.321)

(a) Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by Agency.

Sec. 12.3 Access to Records & Record Retention

(a) Access to Records. The following access to records requirements apply to this contract:

(i) The Contractor agrees to provide the State, Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(ii) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(iii) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(iv) In compliance with the Disaster Recovery Act of 2018, the Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Sec. 12.4 Miscellaneous

(a) The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(b) This is an acknowledgement that FEMA financial assistance

will be used to fund all or a portion of this contract. The Vendor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(c) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Contractor, any subcontractors or any other party pertaining to any matter resulting from the contract.

(d) Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Sec. 12.5 Compliance with Economic Sanctions in Response to Russia's Actions in Ukraine

When funding for the services is provided, in whole or in part, by an agency controlled of the State of California, Consultant shall fully and adequately comply with California Executive Order N-6-22 ("Russian Sanctions Program"). As part of this compliance process, Consultant shall also certify compliance with the Russian Sanctions Program by completing the form located in Exhibit "E" (Russian Sanctions Certification), attached hereto and incorporated herein by reference. Consultant shall also require any subconsultants to comply with the Russian Sanctions Program and certify compliance pursuant to this Section.

This Contract is executed by the CITY pursuant to the approval by its Governing Body in session on February 24, 2026, authorizing the same, and **CONTRACTOR** has caused this Contract to be duly executed.

CITY OF POMONA CALIFORNIA

Contractor: Gentry Brothers, Inc.

By:

By:

City Manager

JASON ROEBORND

ATTEST:

Name

City Clerk

VICE PRESIDENT
Title

Approved as to form:

Date: 1-21-26

City Attorney

**FAITHFUL PERFORMANCE 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 Curb Ramps and Path of Travel-Citywide (CDBG) (FY 24-25) [Construction] AND ADA Curb Ramps and Path of Travel (Citywide) (CDBG)(FY 25-26) [Construction]** and all appurtenant work in accordance with the plans and specifications for **Project Nos. 428-67947 AND Project Nos. 428-67948**, 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, 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:

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.

PRINCIPAL

Signature: _____ Date: _____

Name and Title (Print): _____

SURETY

Signature: _____ Date: _____

Name and Title (Print): _____

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.

SURETY

Signature: _____ Date: _____

Name and Title (Print): _____

--OR--

State of California)
County of Los Angeles)

On _____, before me, _____ (here insert name and title of the officer), _____ personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized

capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

Deputy City Attorney

**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 Curb Ramps and Path of Travel-Citywide (CDBG) (FY 24-25) [Construction] AND ADA Curb Ramps and Path of Travel (Citywide) (CDBG)(FY 25-26) [Construction]** and all appurtenant work in accordance with the plans and specifications for **Project Nos. 428-67947 AND Project Nos. 428-67948**, 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.

PRINCIPAL

Signature: _____ Date: _____

Name and Title (Print): _____

SURETY

Signature: _____ Date: _____

Name and Title (Print): _____

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

SURETY

Signature: _____ Date: _____

Name and Title (Print): _____

--OR--

State of California)
County of Los Angeles)

On _____, before me, _____ (here insert name and title of the officer), _____ personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

Deputy 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

Date: _____

By: _____

(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 Sixty (60) 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: _____

Andrew Mowbray, 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: _____

Andrew Mowbray, Finance Director

CONTRACTOR

Signature: _____ Date: _____

Name and Title: _____

APPROVED AS TO FORM

Signature: _____
City Attorney

Date: January 20, 2026

NOTICE

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

"An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five (5) calendar days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee making the request. Within five (5) calendar days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards."

(Added by Stats. 1978, Ch. 1249.)

Submission of the "Extract of Public Works Contract Award" (see Appendix, Part 7 for sample of this document) will satisfy the above noted requirement.

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 3

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.

To the extent the definitions below conflict with the definitions in Section 1-2 of the Standard Specifications, the definitions below shall govern:

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

Prime Contractor (or)

Contractor Contractor who contracts directly with the City.

Working Day – 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
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
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.

1-3 AWARD AND EXECUTION OF CONTRACT.

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.

1-4 CONTRACT BONDS.

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.

SECTION 2 – SCOPE OF WORK

2-1 PERMITS.

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.

2-2 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.

2-3 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**.

2-8 EXTRA WORK.

The Contractor shall not perform any Extra Work prior to written authorization from the Engineer.

2-10 DISPUTED WORK.

Contractor shall timely comply with all notices and requests for changes to the Contract time or Contract Price, including but not limited to all requirements in these Contract Documents related to changes in the work, as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

A. Intent. Effective January 1, 1991, Section 20104 *et seq.*, of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

B. Claims. For purposes of this Section, "Claim" or "claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the Contract Documents has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the

Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

C. Supporting Documentation. The Contractor shall submit all claims in the following format:

1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
2. List of documents relating to claim:
 - a. Specifications
 - b. Drawings
 - c. Clarifications (Requests for Information)
 - d. Schedules
 - e. Other
3. Chronology of events and correspondence
4. Analysis of claim merit
5. Analysis of claim cost
6. Time impact analysis in CPM format
7. If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.
8. Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 et seq.

D. City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion

of the claim will be processed and made within 60 Days after the City issues its written statement.

1. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three Days following the next duly publicly noticed meeting of the City's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

E. Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 Days of receipt of the City's response or within 15 Days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

F. Mediation. Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Contractor completes the work or the date that the Contractor last performs work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

G. Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

H. Civil Actions. The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to

payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

I. Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

J. Non-Waiver. The City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety.

SECTION 3 – CONTROL OF THE WORK

3-1 INSPECTION.

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.

3-2 THE CONTRACTOR'S REPRESENTATIVE.

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.

3-3 GENERAL.

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.

3-4 PRECEDENCE OF THE CONTRACT DOCUMENTS.

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.
- f) Technical Provisions.
- f) Special Provisions.
- g) Plans.
- h) Standard Plans.
- i) Standard Specifications.
- j) 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.

3-5 SHOP DRAWINGS AND SUBMITTALS.

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.

3-6 SURVEYING.

3-6.1 Permanent Survey Markers.

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.

3-6.2 Line and Grade.

"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."

3-6.3 Survey Service.

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 5' intervals and 5' 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.

3-7 WORK SITE MAINTENANCE.

3-7.1 General.

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.

3-7.2 Noise Control.

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.

3-7.3 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.

3-7.4 Water Pollution Control.

The Contractor shall comply with the requirements of Subsection 3-7.4 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. Contractor shall comply with the requirements of project specific **Storm Water Pollution Prevention Plan (SWPPP)**.

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.

3-8 PUBLIC CONVENIENCE AND SAFETY.

3-8.1 Traffic and Access.

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.

Contractor shall review and coordinate with City Staff regarding City's Community Events List under Appendix F and that the events shall be anticipated similar to past years. Contractor shall coordinate to ensure project phasing does not impact City's Community Events a minimum of 1 week prior to upcoming events' date.

The Contractor shall provide and maintain two portable programmable signboards for each street under construction and 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 and businesses of property adjoining the location of the work at least forty-eight (48) hours and not more than one hundred twenty (120) 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 all Pomona Unified Schools and including all other business offices along project limits, the LA County Fire Department and Pomona Police Department at all times and coordinate his construction efforts with these entities 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, phasing 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.

3-8.2 Street Closures, Detours, Barricades.

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.

3-9 COMPLETION, ACCEPTANCE, AND WARRANTY.

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.

SECTION 4 – CONTROL OF MATERIALS

4-1 Inspection by the Agency.

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.

4-2 Tests of Materials.

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.

4-3 Trade Names or Equals.

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 – LEGAL RELATIONS AND RESPONSIBILITIES

Reference is hereby made to Article 6 of the Public Works Contract.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

The Contractor shall be responsible for assuring that all work sequences are coordinated and shall have a minimal impact on all businesses and residential areas. The sequence of the removal and replacement of sidewalks, driveways, curb & gutter as well as alley approaches shall be completed for a minimum length of one block. One side of the street shall be completed before any work is performed on the other side of the street. Contractor shall provide a safe path of travel through the construction area at all time.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

6-1.1 Construction Schedule.

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.

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.

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.

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.

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.

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.

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.

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.

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.

6-1.1.9 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.

6-2 TIME OF COMPLETION.

6-2.1 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 1-2 of the Standard Specifications. Work hours within traffic lanes are defined in Section 600. 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.

6-3 COMPLETION, ACCEPTANCE, AND WARRANTY.

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.

6-4 LIQUIDATED DAMAGES.

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 66, the Contractor shall pay to the Agency, or have withheld from moneys due it, the sum of **\$1,500**. Execution of the contract under these specifications shall constitute agreement by the Agency and Contractor that **\$1,500** 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.

Liquidated damages shall also apply to the following work parts:

1. Potholing, \$500 per calendar day
2. Ordering/waiting for traffic signal equipment and other long lead items, \$1,300 per calendar day

Cumulative liquidated damages for the entire project and the work parts shall not exceed **\$3,000** per day except as noted below.

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

7-1 Markup.

7-1.2 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.

7-1.3. 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.

7-2 Daily Reports by Contractor.

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.

7-3 PAYMENT.

7-3.1 General.

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

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 sixty (60) **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.

7-3.2 Partial and Final Payment.

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

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.

7-3.2.2 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, sixty (60) 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.

7-3.2.3 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.

7-3.3 Delivered Materials.

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.

7-3.4 Relating to Invoicing.

Contractor shall provide an invoice by July 20th of each year to the City of Pomona for work completed prior to and through June 30th of each year, and said invoice shall not include any work completed after June 30th of same year.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

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

8-1 General.

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.

8-2 Storage in Public Streets.

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.

SECTION 402 – UTILITIES

402-1.1 LOCATION.

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 affect 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 600 – ACCESS

600-1 Traffic and Access.

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 Section 600, 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 for each street under construction and 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. Contractor shall coordinate with trash Collection services and shall pick up move label origin address and return same day receptacles to original location. 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.

600-4 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.

600-5 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.

601-1 Street Closures, Detours, Barricades.

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.

601-2.1 Traffic Control Plans.

The Contractor **shall** submit legible, detailed Traffic Control Plans (TCP's) on 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's 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, ramp 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's may be professionally in AutoCAD v. 14 or similar acceptable format. Said TCP's shall be submitted to the Engineer and Caltrans 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.

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.

PART 4

Technical Provisions; and, Technical Specifications

MOBILIZATION, TRAFFIC CONTROL, EROSION CONTROL, AND CLEARING & GRUBBING

BID ITEMS # 1,15, 27, 39, 53, 65,80, 89, 97, 109, 120, 133, 145, 158, 173, 180:

A. GENERAL

Mobilization shall consist of all conditional notice to proceed work, securing all permits/approvals and licenses, paying all fees, preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project; and for all other work and operations which must be performed or cost incurred without other pay items on the various contract items on the project site. The following items of work shall be included in the lump sum bid for Mobilization, and no additional compensation will be allowed:

1. Mobilization.
2. Clearing and Grubbing, general excavation, earthwork, and grading not included specifically in any other bid items.
3. Sawcut and removal of existing pavement and base material, not included specifically in any other bid items.
4. Sawcut and removal of existing PCC improvements (concrete curb, gutter, sidewalk, ramps, etc.).
5. Protection of existing improvements in place.
6. Punchlist
7. Notifications and Public Outreach

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 which shall be included in the additive alternate work pay items.

Mobilization shall be paid 1/3 at start of construction, 1/3 at 50% completion of the work and 1/3 at 100% completion of the work. Mobilization shall also include all other costs required by the contract.

However, mobilization costs in excess of the bid amount which shall be distributed and included with the other pay items.

B. PROJECT COORDINATION

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

The Contractor shall be responsible for assuring that all work sequences are coordinated and shall have a minimal impact on all businesses and residential areas. The sequence of the removal and replacement of sidewalks, driveways, curb & gutter as well as alley approaches shall be completed for a minimum length of one block. One side of the street shall be completed before any work is performed on the other side of the street. Contractor shall provide a safe path of travel through the construction area at all time.

The Contractor shall coordinate with all transit agencies regarding affected transit routes a minimum of 4 weeks in advance of any impact to the route. Known transportation agencies within the project limits are:

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

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

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

As part of the contractor's project coordination efforts, a minimum of two project specific notices shall be prepared and distributed to all residences and businesses within the project limits, or whose properties lie on dead end/cul-de-sac streets that intersect with one of the project segments. Separate notices shall be prepared for each roadway segment. The minimum required notices are:

- **Project Information Notice** (to be distributed **one week (7 calendar days) prior to the start of construction**) which includes:
 - o General project limits (street specific) & scope of work
 - o Construction timeframe & duration
 - o Contractor contact name and number for access needs and project questions

○ **All notices shall be in English and Spanish**

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

C. CITY OF POMONA COORDINATION

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

D. CONDITIONAL NOTICE TO PROCEED

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

E. NOTIFICATION AND PUBLIC OUTREACH

The contractor shall keep the access open to all Pomona Unified Schools and including all other Business offices along project limits, the LA County Fire Department and Pomona Police Department at all times and coordinate his construction efforts with these entities and the City of Pomona.

A notice shall be prepared summarizing extraordinary impacts to specific residences and those stakeholders mentioned as required by the City Engineer. Full compensation for complying with the work contained in this section shall be included in this bid item and no additional compensation will be allowed therefore.

F. MEASUREMENT & PAYMENT

Measurement & Payment for Mobilization, Traffic Control, Erosion Control, and Clearing & Grubbing shall be 1/3 at start of construction, 1/3 at 50% completion of the work and 1/3 at 100% completion of the work and in Section 9-3.4 of the standard specifications, including but not limited to all activities, equipment, supplies, materials, transportation, facilities, and cleanup, and the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project; and for all other work and operations of the Contractor's forces which must be performed or cost incurred, without other pay items on the various contract items on the

project site under the Contract. Payment shall be made as the work proceeds and shall constitute full compensation for the completion of the work.

MONUMENT PRESERVATION – BID ITEMS # 2,16,28,40,54,66,81,110,121,134,146,159,181:

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

Construction Survey included qualified personnel, equipment, and supplies required for, but not limited to project control, grading, paving and additional items included in the contract documents.

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

NPDES/WATER POLLUTION CONTROL – BID ITEMS # 3,17,28,41,55,67,82,90,98,111,122,135,147,160,174,182:

The Contractor shall comply with the requirements of Subsection 3-7.4 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. Contractor shall comply with the requirements of project specific **Storm Water Pollution Prevention Plan (SWPPP)**.

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 concrete waste washouts, 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 Article X 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.

PROJECT SIGNS – BID ITEMS # 4,18,29,42,56,68,99,112,123,136,148,161:

The Contractor shall provide and install project signs. The signs shall be mounted onto a 4'X8' plywood board, and supported by wood posts with bracing and skids as directed. The finish and lettering of the sign shall be as directed by the City.

The Contractor shall erect the sign using 4in.x4in. lumber posts and skids using attached City specifications, install at locations designated by the Engineer. The erection of the signs shall be designed to be stable when subjected to high wind gusts. The Contractor shall maintain the sign for graffiti and shall provide a new sign if the graffiti or other event which damages the sign cannot be repaired. The Contractor may apply an anti-graffiti coating or cover the sign with clear Plexiglas as an alternative. The conditions for sign maintenance would remain the same; resulting in sign-replacement or Plexiglas replacement. At the end of construction, the Contractor shall be responsible for removal and return to the City.

The signs shall incorporate the required information as shown in the attached plan provided by the City (Appendix B). The Contractor shall submit a draft copy of the Project Sign and Grant Sign to the Engineer for approval before fabrication.

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

TRAFFIC CONTROL– BID ITEMS #
5,19,30,43,57,69,83,91,100,113,124,137,149,162,175,183:

A. GENERAL REQUIREMENTS:

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

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

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

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

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

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

"No Parking" signs must be posted a minimum of 48 hours in advance, but not more than 72 hours prior to the period needing enforcement. Tow-away, No Parking signs must include: BY ORDER OF THE POLICE DEPT, C.V.C. 22651 (L) / 22658 (A)
All necessary temporary striping is included as part of the traffic control bid item.

B. PHASING REQUIREMENTS:

General Traffic Control/Phasing Requirements:

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

approval. **School vicinity is defined as project limit within three (3) signalized intersection of a school site. Summer break is defined from May 29 2026 to August 3, 2026.**

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

Contractor shall sequence his operations and schedule so that streets within school zones are prioritized to be completed prior to one week prior to the end of summer vacation in the 2025-26 school year. Work on streets within 3 blocks and within 3 signalized intersections radius of all schools shall be completed in Summer Recess between May 29, 2026 and August 3, 2026.

Site Specific Locations:

- **Pomona Catholic High School: Northeast Corner Holt Avenue and White Avenue**
- **Roosevelt School: 701 Huntington Street**
- **Harrison Elementary School: 425 East Harrison Avenue**
- **Simons Middle School: 898 Franklin Avenue**
- **Pomona High School: 450 Bangor Avenue**

C. NOTIFICATION AND PUBLIC OUTREACH

The contractor shall keep the access open to all Pomona Unified Schools and including all other Business offices along project limits, the LA County Fire Department and Pomona Police Department at all times and coordinate his construction efforts with these entities and the City of Pomona.

- A notice shall be prepared summarizing extraordinary impacts to specific residences and those stakeholders mentioned as required by the City Engineer. Full compensation for complying with the work contained in this section shall be included in this bid item and no additional compensation will be allowed therefore. **Due to Pomona Catholic High School at the northeast corner Holt Avenue and White Avenue, Roosevelt School at 701 Huntington Street, Harrison Elementary School at 425 East Harrison Avenue, Simons Middle School at 898 Franklin Avenue and Pomona High School at 450 Bangor Avenue located in the vicinity, all work within those impacted streets, including but not limited to concrete operations within the school block shall be started and completed during the school's summer break from May 29,2026 and August 3, 2026 or outside these dates during the hours of 10 AM to 1 PM and 4 PM to 7 PM.**

The contractor's schedule shall be prepared so that start and completion of pavement work occurs while adjacent schools at impacted blocks are in summer recess or outside of normal working hours to allow full access.

LOS ANGELES COUNTY FAIR

The Los Angeles County Fair is held from May 7, 2026 thru May 31, 2026, The Fairplex Complex where it is held is bounded by McKinley Avenue, Fairplex Drive, White Avenue and Arrow Highway.

Contractor shall sequence his operations and schedule so that streets within the area are prioritized to be completed prior to the start of or after the completion of the Los Angeles County Fair.

Holiday Phasing Requirements:

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

C. Measurement & Payment:

Measurement & Payment for Traffic Control shall be on a **lump sum (LS)** basis and shall include compensation for all traffic control activities including but not limited to labor, materials, tools, equipment for temporary Asphalt Concrete, Cold and Hot Mix installation as well as the removal for all work involved in Traffic Control as specified, including preparation of Traffic Control Plans and obtaining CITY and other agencies plan review, approval and permits, install and maintain project signs, temporary construction signs, delineators, cones, flashing arrow signs, portable changeable message signs, street closures, detours, temporary striping, barricades, steel plates, one-half width at a time driveway construction, and other safety devices, as required for public safety in Section 710 "Public Convenience and Safety" of the Standard Specifications for Public Works Construction (SSPWC) and the Special Provisions or as directed by the Engineer. No separate payment will be made for traffic control, and no further compensation will be allowed therefore.

DOWNTOWN BUSINESS DISTRICT (DISTRICT 2)

The Contractor shall be responsible for assuring that all work sequences are coordinated and shall have a minimal impact on all businesses and residential areas. The sequence of the removal and replacement of sidewalks, driveways, curb & gutter as well as alley approaches shall be completed for a minimum length of one block. One side of the street shall be completed before any work is performed on the other side of the street. Contractor shall provide a safe path of travel through the construction area at all time.

High-early strength concrete shall be used for all concrete work in the Downtown Business District. All work shall comply with the requirements in the latest SSPWC, Section 7-10 "Public Convenience and Safety." High-early strength concrete shall achieve a compressive strength of 2,500 p.s.i within 48 hours of pouring and at least 5,000 p.s.i. after 28 days. High-early strength concrete shall be used in the Downtown Business District at the following locations:

- **3RD STREET FROM PARK AVENUE TO GAREY AVENUE**
- **4TH STREET FROM PARK AVENUE TO GAREY AVENUE**
- **MAIN STREET FROM 3RD STREET TO MISSION BOULEVARD**
- **GORDON STREET FROM 2ND STREET TO MISSION BOULEVARD**
- **THOMAS STREET FROM 2ND STREET TO 4TH STREET**

REMOVE EXISTING & RECONSTRUCT 4-INCH PCC SIDEWALK (BID ITEMS # 6,20,31,44,58,70,84,92,101,114,125,138,150,163,176,184:

EXISTING CONTRACTORS CONCRETE STAMP

Concrete Stamps on existing sidewalk or driveways and wherever original contractors concrete stamps exist shall be preserved and protected. The Contractor shall take necessary steps to protect in place all existing contractors concrete stamps. If it is not possible to protect in place then the contractor shall carefully sawcut, remove and preserve the concrete stamp.

If it is not possible to protect in place then the City will contact the adjacent homeowner to see if the homeowner wants the stamp. If the homeowner does not want the stamps then it will be provided to the Pomona Historical Society. Contractor shall deliver removed concrete with original stamps to locations in the City (Citywide) as directed.

Saw-cutting, removal and disposal of existing improvements is included in this bid item.

PCC Sidewalk construction shall conform to City Standard Drawing A-7-02.

Concrete sidewalk shall be constructed to the line, grades and designs shown on the plans or as ordered by the Engineer. Any and all gas or 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.

Sidewalk score lines shall have a minimum finished depth of 1/2-inch. Walkway replacement needed to join new sidewalk shall be in-kind (surface texture, aggregate, finish, etc.) to the walkway removed or as directed by the Engineer's representative.

A sidewalk 1/2-inch radius edging tool is be used to finish the edges of all curbs.

Infill and compaction of suitable base material will be required under certain portions of sidewalk. Contractor shall include the cost of material, labor and compaction of such material in the unit price per bid.

The contractor shall verify existing grades in order to ensure full ADA compliance.

Any appurtenant PCC Improvement constructed as part of this project and not included with a unit price bid quote or otherwise covered for payment herein shall be paid at the unit price for Sidewalk per square foot prorated to reflect the true amount of PCC material being constructed, as approved by the Engineer's Representative. The prorated unit price bid for the appurtenant PCC improvement shall include all costs of subgrade preparation, and the excavation, furnishing and compacting of backfill material and no additional compensation will be allowed therefore.

Colored PCC sidewalk shall match existing colored sidewalk. The contractor shall provide the City a sample for approval prior to construction.

Payment for REMOVE EXISTING & CONSTRUCT 4-INCH PCC SIDEWALK 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 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.

HORIZONTAL SAWCUT PCC SIDEWALK

BID ITEMS # 8,32,46,59,73,86,95,103,115,126,141,153,166,186:

Construction

A. Description of Work

The work shall consist of the horizontal saw-cutting, and removing and disposing of the lip of concrete ramps or slivers of concrete sidewalk removed. A list of repair locations have been provided within Part 7 of these Special Provisions for reference and additional locations may be added, decreased and/or modified at the discretion of the City of Pomona. Horizontal saw-cuts shall be marked in the field. The Contractor shall horizontally saw-cut sidewalk to eliminate trip hazards and make the subject locations ADA accessible per all federal, State and Local Americans with Disabilities Act and similar/related requirements at those locations and as directed by the Engineer.

B. Equipment to be Used

A City engineer accepted horizontal concrete saw shall be utilized to cut the lips of sidewalks or sidewalks to the configuration as specified in the contract documents or as directed by the engineer. Power saws and diamond or abrasive blades shall be those designed for such work.

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

C. Performance

The contractor shall visually inspect, pre-identify and measure sidewalk hazards, field verified by the inspector, prior to proceeding with the work.

The sidewalk being saw-cut shall be maintained at 2% or less cross-slope. Care shall also be taken not to cut concrete sidewalks past minimum remaining thickness of 1 ¾ inches so as not to compromise the sidewalk's integrity.

Sidewalk and ramp "horizontal" saw cutting repairs shall be at the grade of a ramp with a maximum slope 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, and acceptable for potential payment with work quality and other requirements also to be satisfied.

The concrete saw shall be capable of cutting concrete at varying degrees of pitch to match the required slope. Finished sidewalk slope shall be consistent as to provide a uniform surface.

The finished surface shall be roughened to improve traction with a hand-held concrete grinder.

The contractor shall not disturb or damage adjacent pavement, sidewalk, or gutters that are to remain. Repairs shall be made without damage to adjacent sidewalk areas and other adjacent structures. No heavy equipment such as tractors, skid steer loaders, backhoes, etc. shall be allowed on sidewalks or ramps. Any existing features to remain which are damaged through the Contractor's negligence shall be repaired at no additional cost to the City.

The contractor shall not cut concrete sidewalk past the maximum depth of 1 ¾ inches so as not to compromise the sidewalk's integrity. The final slope on all repaired surfaces shall be ADA compliant and slip resistant; a minimum static coefficient of friction (COF) of 0.5 shall be maintained in compliance with OSHA Standard 29, CFR1910, Part D.

All sidewalk saw-cuts shall be completed by the end of the same work day in which they are started. Sidewalk saw-cutting through driveways of adjoining business and school

properties shall be completed within two (2) hours, and Contractor shall discuss the time that is most convenient with business owner or school principal 2 working days in advance of the performance of the work.

Horizontal saw-cutting shall be done by a means that will eliminate any dust. Airborne concrete dust resulting from the cutting process shall be controlled with saw-mounted vacuum hoods. Remaining debris, cuttings, concrete dust and slurry shall be cleaned and removed from the sidewalk surface as well as surrounding rails, sidewalks, pavement, driveways, landscaping in the vicinity of work upon completion of each saw-cut. This work shall be incidental to operations connected with this contract.

All debris generated from the repair shall be removed and properly disposed of off-site at a location acceptable to the City by the contractor and final work area shall be left broom swept clean and free of dust, silt and debris.

No surface filler materials shall be allowed for the mitigation of trip hazards (i.e. asphalt, concrete, polymers, etc.) Slab jacking and grinding will not be acceptable alternates.

METHOD OF MEASUREMENT

Measurement & Payment for Horizontal Sawcut of Concrete Sidewalk At Various Locations shall be on a **Linear Foot (LF)** basis and shall include furnishing all labor, equipment, tools and materials necessary for the item of work including removal, haul and disposal of existing improvements and materials. The quantity to be measured for payment shall be the number of lineal feet of sidewalk or lip of curb ramp in accordance with these specifications. No differential in payment will be established for "back cutting" sidewalk where the existing sidewalk or driveway apron will remain.

BASIS OF PAYMENT

The unit price bid per lineal foot shall include the cost of horizontal saw cutting; removal and disposal of sidewalk or lip of ramp; repointing and repairing existing sidewalk or sidewalk joints; and furnishing all labor, material and equipment necessary to satisfactorily complete the work.

REMOVE AND REPLACE OR CONSTRUCT PCC DRIVEWAY OVER 6-IN CMB BID ITEMS # 11,49,.105,167:

High-early strength concrete shall be used for all driveways to comply with the requirements in the latest SSPWC, Section 7-10 "Public Convenience and Safety." High-early strength concrete shall achieve a compressive strength of 2,500 p.s.i within 48 hours of pouring and at least 5,000 p.s.i. after 28 days.

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.

It shall be the contractor's responsibility to verify the limits of construction with the City inspector for each of the driveways. Construction of the driveways, or portions of driveway, shall be per the project plans, the referenced City of Pomona Standard Plans, and any applicable details.

This item includes the construction of full driveways, as well as the removal and replacement of portions of driveways, as identified on the plans and noted in the field by the City inspector.

The Contractor shall verify existing grades at the driveways in order to ensure full ADA compliance across the driveway is achieved. Should ADA compliance not be feasible at this location, the Contractor shall coordinate with the City inspector to determine a course of action.

The limits of the driveway include the driveway surface as well as curb and gutter adjacent to the driveway. All concrete flatwork outside the winds of the driveway shall be paid for as part of the sidewalk removal and replacement item and no additional compensation will be allowed.

Depending on the driveway configuration, additional segments of retaining curb may be required. All such retaining curbs and other field adjustments are included as part of this work item.

All concrete for driveways shall be high-early strength concrete as defined in the General portion of the concrete improvements specification.

The contractor shall be responsible for contacting and coordinating access to and from the property with the homeowner prior to and during the course of the driveway construction. The contractor shall be responsible for maintaining a minimum of one access point to each property at all times. Adequate ramping or plating of the driveways during the removal and grading phase shall be required based on the Engineers direction. Plating of the driveway during the curing phase shall be required in order to maintain access to properties at all times.

2' minimum width sawcut, removal and full depth slot paving with 2-sack slurry adjacent to the lip of gutter shall be required at all locations.

The contractor shall verify existing grades in order to ensure full ADA compliance. Sidewalk Replacements within Existing Driveways:

All sidewalk replacements that fall within the limits of a driveway shall be paid for as part of the partial driveway replacement work items (Residential or Commercial Per Plan). PCC and CMB thicknesses of the partial driveway replacement work items shall be per the standard plan based on residential or commercial thicknesses. Contractor shall be required to coordinate with, phase and plate all partial driveway replacements as though they were full replacements in order to ensure the resident has access to their property at the end of each working day.

Inspector to verify locations, configuration and limits, removals, preparation of subgrade, temporary ramping, slot paving, construction of work item, high early strength concrete, adjustment of miscellaneous utility items found within the limits of construction, finishing, plating, and protection of the work item and no further compensation will be allowed therefore.

Measurement of this bid item shall not include the area of any adjacent slot paving and only includes the area bound by new PCC surface as measured in the plan view.

Payment for REMOVE AND REPLACE OR CONSTRUCT PCC DRIVEWAY OVER 6-IN CMB 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 described in this Specification and no additional compensation shall be allowed therefore.

REMOVE AND REPLACE EXISTING PCC CURB (VARIABLE CURB FACE), PCC CURB & GUTTER (VARIABLE CURB FACE), PCC CROSS GUTTER, SPANDREL, OVER 6-INCH CMB

BID ITEMS # 7,45,71,72,102,177:

High-early strength concrete shall be used for cross gutters to comply with the requirements in the latest SSPWC, Section 7-10 "Public Convenience and Safety." High-early strength concrete shall achieve a compressive strength of 2,500 p.s.i within 48 hours of pouring and at least 5,000 p.s.i. after 28 days.

PCC Curb (and Gutter) and Cross Gutter construction shall conform to City Standard Drawing A-3-64.

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 not included in other bid items 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 Removal and Replacements shall match the existing curb height and gutter width for the adjoining segments. This item also includes forming and pouring any portion of depressed curbs at driveways that fall within the removal and replacement limits.

Prior to placement of these improvements, contractor shall grind or prune all obstructing roots if present and per the root pruning specifications.

Prior to acceptance of any curb and gutter, the Contractor shall water flow test each segment of curb and gutter to ensure that ponding of water does not occur within the limits of new construction.

A sidewalk ½-inch radius edging tool is to be used to finish the edges of all curbs.

Curb and gutter constructed in conjunction with or as a result of new curb ramp, alley approach or cross gutter construction limits shall not be included as part of this bid item. All such curb and gutter shall be included in the unit price for the respective bid items and no further compensation will be allowed.

Payment for REMOVE AND REPLACE EXISTING PCC CURB OR REMOVE AND REPLACE EXISTING PCC CURB & GUTTER OVER 6-INCH CMB 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 NEW PCC CURB (VARIABLE CURB FACE) & GUTTER OVER 6-INCH CMB 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 REMOVE AND REPLACE EXISTING CROSS GUTTER OVER 6-INCH CMB 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 cross gutter and base material, subgrade preparation, placement of CMB, construction of cross 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

INSTALL YELLOW DETECTABLE WARNING DEVICE ON EXISTING CURB RAMP SURFACE & HORIZONTAL SAWCUT EXISTING LIP TO 0" CURB FACE BID ITEMS # 9,21,33,47,60,75,87,104,116,128,154,169,187:

Detectable warning surfaces shall be YELLOW and 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.

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 ½" 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 INSTALLATION OF YELLOW DETECTABLE WARNING DEVICE ON EXISTING CURB RAMP SURFACE & HORIZONTAL SAWCUT EXISTING LIP TO 0" CURB FACE 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.

**REMOVE IMPROVEMENTS & CONSTRUCT PCC CURB RAMP
BID ITEMS # 10,22,48,61,74,117,129,139,151,168,185:**

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. Horizontal 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.

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:

Compressive Strength	Greater than 18,000 psi	ASTM D 695
Flexural Strength	Greater than 24,000 psi	ASTM D 790
Tensile Strength	Greater than 10,000 psi	ASTM D 638
Water Absorption	Less than 0.35%	ASTM D 570
Slip Resistance	Greater than 0.80	ASTM C 1028
Flame Spread Index	Less than 25	ASTM E 84
Salt Spray	No Change (200 hours)	ASTM B 117
Chemical Stain Testing	No Deterioration	ASTM 1308
Abrasion Resistance	Less than 0.030 (1,000 cycles)	ASTM D 2386
Accelerated Weathering	No Damage (2,000 hours)	ASTM G 29
Load Bearing at 16,000 lbs.	No Damage	AASHTOH20
Freeze / Thaw / Heat	No Disintegration	ASTM C 1026

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.

Payment for REMOVE EXISTING IMPROVEMENTS & CONSTRUCT 4-INCH PCC CURB RAMP 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.

REMOVE EXISTING IMPROVEMENTS AND CONSTRUCT PCC ALLEY INTERSECTION OVER 6-IN CMB

BID ITEMS #23, 37,50,76,85,94,118:

High-early strength concrete shall be used for alley approaches to comply with the requirements in the latest SSPWC, Section 7-10 "Public Convenience and Safety." High-early strength concrete shall achieve a compressive strength of 2,500 p.s.i within 48 hours of pouring and at least 5,000 p.s.i. after 28 days.

PCC Alley Intersection shall conform to City Standard A-5-06. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. Any and all gas or water meter boxes falling within the limits of 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. Score lines shall have a minimum finished depth of 1/2-inch. Walkway replacement needed to join new sidewalk shall be in-kind (surface texture, aggregate, finish, etc.) to the walkway removed or as directed by the Engineer's representative.

A 1/2-inch radius edging tool is to be used to finish the edges of all curbs.

Contractor shall place 6 inches of CMB over compacted subgrade prior to placement of concrete. Contractor shall include the cost of material, labor and compaction of such material in the unit price per bid.

The contractor shall verify all improvements are constructed in full ADA compliance

Any appurtenant PCC Improvement constructed as part of this project and not included with a unit price bid quote or otherwise covered for payment herein shall be paid at the unit price for

PCC Alley Intersection per EACH prorated to reflect the true amount of PCC material being constructed, as approved by the Engineer's Representative. The prorated unit price bid for the appurtenant PCC improvement shall include all costs of subgrade preparation, and the excavation, furnishing and compacting of backfill material and no additional compensation will be allowed therefore.

Payment for REMOVE EXISTING IMPROVEMENTS & CONSTRUCT 6-INCH PCC ALLEY INTERSECTION OVER 6-INCH CMB 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 including coordinating with the City Inspector to verify locations and limits and monolithically poured curbs along the alley intersection curb returns, and any grading required to join existing ground as described in this Specification and no additional compensation shall be allowed therefore.

ROOT SHAVE

BID ITEMS #36,140,152,165:

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.

In areas where there are tree or root conflicts the contractor shall allow for up to 7(seven) working days for the City Arborists to evaluate, determine and recommend what action should be taken in the care of the tree. The Arborists will recommend what action is to be taken, either the removal of the tree, root shave or any other option that the Arborists deems is necessary. Contractor shall allow for to 7(seven) working days for the City Arborists to evaluate in the contractors schedule starting the day after the contractor removes the material and until work at the tree root location may resume.

Payment for ROOT SHAVE 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.

ADJUST EXISTING #4 WATER METER BOX OR STREET LIGHTING BOX OR GAS UTILITY BOX (BID ITEMS # 13,27,39,53,66,79,99).

In addition to these specifications, all utility box adjustments shall also be done in accordance with the City of Pomona 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. All utility boxes shall not be rendered inaccessible at any time and shall be maintained readily accessible for shut-off at all times.

REMOVE AND REPLACE AN EXISTING #4 WATER METER BOX(CONTRACTOR TO SUPPLY NEW WATER UTILITY BOX OR STREET LIGHTING BOX. (BID ITEMS # 14,28,40,54,67,80,100 .

Payment for REMOVE AND REPLACE EXISTING #4 WATER METER BOX, STREET LIGHTING BOX OR ADJUSTING GAS UTILITY BOX 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 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.

PUNCH LIST

BID ITEMS # 15,29,41,55,68,81,88,101:

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

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

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.

CONCRETE IMPROVEMENTS

A. GENERAL

Section 302-6, "Portland Cement Concrete Pavement," and Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways," of the Standard Specifications are supplemented by the following:

Portland cement concrete improvements shall be constructed in accordance with the details City of Pomona Standard Plans, included herein. Concrete shall be specified by class and shall be in conformance with Table 201-1.1.2(A), or as shown on the plans.

High-early strength concrete shall be used for bus pads, cross gutter, all driveways, and alley approaches to comply with the requirements in the latest SSPWC, Section 7-10 "Public Convenience and Safety." High-early strength concrete shall achieve a compressive strength of 2,500 p.s.i within 48 hours of pouring and at least 5,000 p.s.i. after 28 days.

It shall be the responsibility of the Contractor to protect wet concrete from graffiti. All newly poured concrete items observed to have graffiti markings left in the wet concrete or etched in the new surface prior to the acceptance of the project shall be removed and replaced by the contractor at no additional cost to the City.

The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

For all concrete removals and replacements, the Contractor will not be allowed to excavate more locations than can be poured and completed by the end of the work week. All concrete removals shall be replaced by end the of the work week and completed in place unless authorized by the Engineer.

B. SOIL STERILANT

All concrete construction work items shall require the application of soil sterilant. The Work to be done hereunder consists of furnishing and applying soil sterilant in the locations where subgrade is exposed, and as directed by the Engineer. The sterilant shall be applied prior to constructing the concrete improvements and applied to a width of 1 foot adjacent to curbs, around pull boxes, light standards and where directed by the Engineer.

The sterilant material shall be a bromacil compound containing not less than 80 percent 5bromo-3-sec-butyl-6 methyluracil mixed with water and a surfactant (wetting agent). The mixture composition shall be in the proportions of 6 pounds of bromacil compound and one gallon of surfactant to 100 gallons of water.

The sterilant shall be mixed on the Work site in the presence of the Engineer and shall be continuously agitated and applied with spray equipment having power agitators, spreader booms or bars and hand spray hoses such as to provide controlled, uniform applications.

Sterilant mixture, including water, shall be furnished and applied, under the direction of the Engineer, at a rate of 0.04 gallon per square yard.

Payment for soil sterilant will be included in the various items of work and no additional payment will be made therefore.

PART 5

APPENDICES

The Parties acknowledge and agree that the following appendices:

Appendix A – Standard Drawings
Appendix B – City Permit Forms
Appendix C – Concrete Repair Locations
Appendix D – Concrete Repair Maps
Appendix E - Federal Prevailing Wage
Appendix F – Required Hud Provisions
Appendix G – Buy America Build America
Appendix H – Project Sign

have been previously provided to the Contractor in full and are on file at City Hall. Accordingly, the above referenced appendices are incorporated by reference as a part of the Contract Documents.

APPENDIX A:

Standard Drawings

APPENDIX B:

City Permit Forms

APPENDIX C:

Concrete Repair Locations

APPENDIX D:

Concrete Repair Maps

APPENDIX E:

Federal Prevailing Wage

APPENDIX F:

Required Hud Provisions

APPENDIX G:

Buy America Build America

APPENDIX H:

Project Sign

