

**CITY OF POMONA
MAINTENANCE SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this **1st** day of **February, 2025** by and between the City of Pomona, a California charter city and municipal corporation organized under the laws of the State of California with its principal place of business at 505 South Garey Avenue, Pomona, California 91766, County of Los Angeles, State of California (“City”) and **Urban Graffiti Enterprises, Inc.**, a **Corporation** with its principal place of business at **1280 Mountain View Circle, Azusa, California 91702** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Bus Stop Maintenance, Transit Centers Power and Pressure Washing Services** to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the **Bus Stop Maintenance, Transit Centers Power and Pressure Washing Services** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Bus Stop Maintenance, Transit Centers Power and Pressure Washing Services** maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **February 1, 2025** to **January 31, 2028**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **two (2)** additional one-year terms. Contractor shall complete the Services within the term of this

Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates its **Streets and Solid Waste Services Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Juan Reinoso, President**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards

generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Los Angeles Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, and (4) Contractors Pollution Liability. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits. (4) *Contractors Pollution Liability* applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Pomona, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Pomona, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of

protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or

injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

[***NOTE (READ AND DELETE THIS BLOCK BEFORE USING MODEL): SOME maintenance projects of more than \$25,000 will require payment bonds BY LAW. see generally Civil Code Section 9550 or speak to the city's PURCHASING DEPARTMENT or city attorney***]

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business

hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Sites.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Except as set forth in the Special Conditions or Specifications, should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substance and hazardous materials as defined in California state or federal law at the Site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or

replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **two million, five-hundred and eighty-four thousand, seven-hundred and thirty-seven dollars (\$2,584,737)** without written approval of City's City Manager or designee. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). 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.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, 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 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.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be

compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Urban Graffiti Enterprises, Inc.
1280 Mountain View Circle
Azusa, CA 91702
Attn: Maria Gutierrez, Contract Administrator

City:

City of Pomona
505 South Garey Avenue
Pomona, CA 91766
Attn: Sam Lama, Streets and Solid Waste Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other

related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, 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, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF POMONA
AND URBAN GRAFFITI ENTERPRISES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 1st day of February, 2025.

CITY OF POMONA

URBAN GRAFFITI ENTERPRISES, INC.

Approved By:

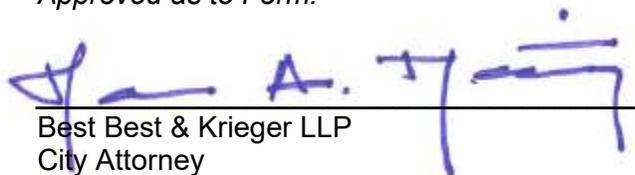
**[IF CORPORATION, TWO SIGNATURES,
PRESIDENT OR VICE PRESIDENT AND
SECRETARY OR TREASURER REQUIRED]**

Anita D. Scott
City Manager

By: _____

Approved as to Form:

Its: _____



Best Best & Krieger LLP
City Attorney

Printed Name: _____

Attested By:

By: _____

City Clerk

Its: _____

Printed Name: _____

Contractor's License Number and
Classification

DIR Registration Number

EXHIBIT "A"**SCOPE OF SERVICES****A. Bus Stop Maintenance**

The following establishes the specifications, scope of services and level of service for the maintenance of specified site area locations:

1. Attachment 1 specifies the site area locations, the number of features, service type and frequency of service (one, two, or three times per week). Additional site locations may be added at the City's request.
2. The Site Area is equivalent to one Bus Stop that includes: all area within five (5) feet of the outer edges of all bus stop furniture/fixtures at each location, and from right-of-way to curb face, all furniture/fixtures (shelters, benches, receptacles, signs, kiosks, lights/posts, improvements, sidewalks, curbs and gutters, pavement, etc.) within the Site Area; and only that area that is part of the public right-of-way (e.g., sidewalks and streets open to public access).
3. Furnish all labor, materials, water, equipment, clean-up, disposal, and services required to perform the maintenance services set forth in this Scope of Work.
4. Clean all interior and exterior visible metal, concrete surfaces, all glass, and Plexiglas surfaces including the map case for the bus shelters. At each Site Area, Contractor shall use a dry cleaning method (i.e., no pressure washing), as well as a mop, broom, or rag to clean the entire bus stop/shelter (including but not limited to bus furniture, shelter structure, trash receptacles and signs), including but not limited to removal of all debris such as bottles, cans, papers, glass, dirt, etc., to a condition that is broom-clean. Scraping devices and wire brushes shall be used only if necessary, only on sidewalks and gutters, and shall not cause damage to underlying surface. Adjacent areas shall be protected by Contractor from over-spray, dust, and similar effects of the cleaning operations. Care shall be taken not to damage any of the finishes during the cleaning process.
5. Remove and dispose of all trash, including the trash bag, from each trash receptacle, and replace with a new and unused trash bag into each trash receptacle.
6. Remove all debris, trash, refuse, and other associated undesirable items from the site area and dispose of such legally and properly, to the City's satisfaction, at the Contractor's expense.
7. On a weekly basis, the Contractor will be required to use high pressure water spray on metal, and high power washer spray on concrete surfaces at locations designated by the City Contract Manager. One spot location is defined as one area with a maximum diameter of five (5) feet. Spot locations shall also be within the Site Areas. All debris that is accumulated due to this operation shall be cleaned up and disposed of at the time such operation takes place. All other surfaces on which graffiti is to be removed shall be

cleaned by the Contractor with a cleaner and/or method approved by the City. In accordance with best management practices (BMP) the following guidelines must be used when pressure washing:

- a. Prior to any washing, block all storm drains with an impervious barrier such as sandbags or berms, or seal the storm drain with plugs or other appropriate materials (and clean accumulated debris and remove blocking materials when finished).
 - b. Create a containment area with berms and traps or take advantage of a low spot to keep wash water contained.
 - c. Use vacuums or other machines to remove and collect loose debris or litter before applying water.
 - d. Keep debris from entering the storm drain after cleaning by first passing the wash water through a "20 mesh" (0.853mm sieve size) or finer screen to catch solid materials, then dispose of the mesh and debris in a refuse container.
 - e. Pump up or vacuum up to remove all wash water and recycle such water for reuse and dispose of remainder amount of water as "waste-water" with a permit in a sanitary sewer (or other manner acceptable to the City proposed by Contractor). All excess water as a result of pressure washing shall be removed from all pedestrian areas in accordance with BMP.
 - f. The required minimum pressure from the pressure/power washer is 3500 PSI, with a maximum limit of 5000 PSI.
 - g. The pressure/power washer used is required to have an outflow of approximately 4 gallons per minute with approximately 50-60 gallons used per bus stop location, per individual cleaning event.
 - h. The pressure/power washer used for cleaning must have at least a ten (10) horsepower engine.
 - i. The minimum distance from the pressure/power washer nozzle to the surface area to be cleaned must be one foot, unless the Contractor is required to remove a foreign object such as gum, etc. off of the surface area to be cleaned.
 - j. Power washing with hot water may be used for concrete surfaces; hot water may not be used on metal surfaces.
 - k. For all metal surfaces, cold water must be used.
 - l. The Contractor shall use a low-volume, high-pressure cleaning machine equipped to recycle any water used, or a low-volume high-pressure water broom.
8. Remove all graffiti and gum found on bus stop shelters, benches, trash receptacles and sidewalks within a 5-foot radius measured from outside edges of all bus stop location furniture. Removal of graffiti and gum is an ongoing process. In addition, once a graffiti or gum location has been communicated from the City to the Contractor (via phone, e-mail, text message or other methods the City may use), the Contractor must remove the graffiti or gum within twenty-four (24) hours of notice. It is required that initial removal of graffiti and gum is attempted with the least aggressive removal method possible. If lesser aggressive removal methods are ineffective, the Contractor shall use a progressive approach with the next least aggressive removal method until the graffiti or gum is removed.

9. Contractor shall supply a Globally Harmonized System (GHS) Safety Data Sheet to the City's Contract Manager for all chemicals used in cleaning, graffiti and gum removal within 30 days of contract execution.
10. At all times while performing services under the agreement, Contractor shall inspect for any graffiti etched or carved on bus stop furniture or fixtures and shall immediately report any such occurrence to the City Contract Manager.
11. Cleaning solar panels and Transit Shelter Security Lighting System Maintenance. Contractor shall be responsible for obtaining and adhering to manufacturer's General Maintenance guidelines (see SOL Installation and Owner's Manual – available from City).
12. The contractor shall complete a City approved service checklist of work performed for each, and all dates of work and submit within five working days from the end of each week to the City Contract Manager. The contractor will take before and after picture of each location and submit pictures after shift via e-mail to the City's Contract Manager or designee. This service checklist shall be modified at the City's direction, by the Contractor, to be submitted on a daily basis, and if directed by City reformatted by the Contractor to report all work performed (with bus routes and locations further identified) on a timely basis satisfactory to the City's Contract Manager.
13. The Contractor shall provide, carry and actively use a cellular phone, or other City approved communication device, at the Contractor's expense through which he/she shall be available/answer and respond to City staff, as well as other parties designated by the City. The Contractor shall provide the City with emergency contact phone numbers that shall be answered in-person (no recordings) twenty-four hours a day and seven days a week for similar responses. Non-emergency calls and similar (e-mail) requests from the City shall be responded to by Contractor within 24 hours with subsequent timeline acceptable by the City for resolution of the subject matter.
14. Emergency call-out: Contractor must respond within two (2) hours of receiving emergency requests for services.
15. Inspections shall be made independently by the Public Works Department and the Contractor on a weekly basis, and at the request of either party. Once a month, the City of Pomona's representative and the Contractor shall meet for the purpose of discussing specific service problems. The Contractor shall notify and report to the City all vandalism, potential health and safety hazards, and anything that could be deemed an inconvenience to the general public, within a 24 hour period. Such information shall be reported to the Public Works – Contract Manager, via City approved communication device and number.
16. At all times while performing services under the Agreement, Contractor shall inspect for any damaged/broken fixtures or safety hazards and shall immediately report any such occurrences to the City Contract Manager.

B. Power and Pressure Washing Services – Transit Stations Only

1. Locations

- a. Downtown Pomona Transit Station, located at 100 E Commercial Street, includes the following areas, square footages and frequencies:
 - i. Pedestrian Bridge - The pedestrian bridge that stretches across the rail road tracks, square footage of the area is approximately 44,700, and shall be provided seven times per week;
 - ii. Underpass - The underpass bridge running along the south and north side of Garey Avenue that are at street level, square footage of the area is approximately 4,080, and shall be provided seven times per week; and
 - iii. Platform - The platform within the transit area containing bus benches and shelters, square footage of the area is approximately 104,000, and shall be provided seven times per week.
- b. Pomona North Transit Station, located at 255 Santa Fe St., includes the following areas, square footages and frequencies:
 - i. Area shall include the platform that runs along the metro rail area, square footage of the area is approximately 15,000, and will be provided three times per week.

2. General Requirements

- a. Contractor shall provide services during the hours of 12:00 A.M. to 6:00 A.M. for the duration of the agreement.
- b. Contractor shall remove all stains including urine and human waste. Contractor shall remove all foreign contaminants, such as dirt, grease, stains, gum and other deleterious materials. Caution must be taken, since corridors are frequently inhabited by homeless people. Coordination with local law enforcement may be frequently required to create space for workers to perform services.
- c. Contractor shall provide all necessary tools, equipment, labor, etc. to fulfill the requirements of the Scope of Work.
- d. Contractor shall cover and block storm water and sewer drains, apply protective cover to other areas not to be pressure washed, and recover and dispose of all wastewater. Examples include covering electrical supplies with plastic cover and placing water- absorbent socks at strategic locations to prevent seepage.
- e. Contractor shall provide supervision on site at all times while work is being performed.
- f. Contractor shall place "Wet Floor" signs during job hours to minimize potential liability.
- g. Contractor shall adjust water pressure and temperature to the appropriate amount, and if needed, apply OSHA approved de-greaser to areas in need to provide optimal cleaning power without damaging the City's property.
- h. Contractor's pressure washing and water recovery equipment shall be compliant with the State and municipal regulations.
- i. Contractor is responsible for all clean and dirty water, including disposal of the waste water. Contractor shall capture and contain all waste water for disposal per the "The Clean Water Act, The Waste Water Act, and City of Pomona Ordinances" and all other applicable City, State and Federal requirements.

Contractor is to leave area clean and is subject to the Contract Manager's approval.

C. Extra Work - In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:

- a. Work will be executed under the written direction of the City Contract Manager. Costs for Extra Work shall be in accordance with Exhibit B – Compensation.
- b. When determined that extra work is required, the City Contract Manager or maintenance supervisor shall request a written estimate of total cost for review and approval.
- c. Contractor shall furnish reports of extra work on forms furnished by the Contractor, itemizing hours worked, all costs for labor, materials and equipment. A sample of the required forms shall be submitted to the City Contract Manager within 30 days of contract approval.
- d. The following procedure will govern such extra work: City will issue work request for such extra work to be performed. Calculation of Cost of Material for extra work shall be the wholesale cost of the material including but not to exceed a 15% markup for overhead costs and profit. Prior to extra work being performed by Contractor, a contract amendment shall be approved by City Council and a new Purchase Order shall be issued in the amount of the cost of the extra work.
- e. Extra work may include any or all of the following items:
 - i. General Maintenance (Anchor/bolt & Nut Replacement)
 - ii. Painting (high-gloss brush-on epoxy, sanding, prep, protect, and clean-up)
 - iii. Solar Panel Replacement
 - iv. Light Fixture Replacement
 - v. Light Batteries Replacement (all batteries per shelter)
 - vi. Trash Can Replacement
 - vii. Shelter Back or Side Panel Replacement
 - viii. Map Case Plexiglas Replacement
 - ix. Map Case Complete Replacement
 - x. Map Case Removal
 - xi. Shelter Roof Panel Replacement
- f. All replacement materials are to be with original types and model materials, unless City Contract Manager approves a substitute in writing.
- g. Contractor shall maintain an adequate inventory of medium to high usage stock items for extra work.
- h. Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- i. All materials are to be new and identical to existing materials, unless directed otherwise by the City Contract Manager.
- j. The City reserves the right to purchase materials directly and make available to the Contractor.

– [END SCOPE OF SERVICES/SPECIFICATIONS] –

EXHIBIT "B"
SCHEDULE OF SERVICES

SITE NO.	FREQUENCY (per week)	CORNER	ST. LOCATION	X STREET	BENCHES	TRASH CANS	SHELTERS
1	3	NW	Bonita Ave	Garey Ave	1	1	1
2	3	SE	Bonita Ave	Garey Ave	1	1	1
3	3	NE	Bonita Ave	Towne Ave	1	1	1
4	3	SE	Bonita Ave	Towne Ave	1	1	1
5	3	NW	Fairplex Dr	Elwood	1	1	1
6	3	NE	Fairplex Dr	Elwood	1	1	1
7	3	NE 30' North	Garey Ave	Willow St	1	1	1
8	3	SW 30' South	Garey Ave	Willow St	1	1	1
9	3	NE 30' North	Garey Ave	McKinley Ave	1	1	1
10	3	NW 40' North	Garey Ave	McKinley Ave	1	1	1
11	3	SW 20' South	Garey Ave	Holt Ave	1	1	1
12	3	NE 20' North	Garey Ave	Holt Ave	1	1	1
13	3	NW 20" North	Garey Ave	9th Ave	1	1	1
14	3	SE 20' South	Garey Ave	Grand Ave	1	1	1
15	3	NW 20' North	Garey Ave	Grand Ave	1	1	
16	3	NE 50' North	Garey Ave	Lexington Ave	1	1	1
17	3	SW 250' South	Garey Ave	Lexington Ave	1	1	1
18	3	NE 50' North	Garey Ave	Philadelphia	2	2	1
19	3	NE 50' North	Garey Ave	Olive St	1	1	1
20	3	NE 100' North	Garey Ave	County Rd	1	1	1
21	3	NW	Holt Ave	Fairplex Dr	1	1	1
22	3	SE	Holt Ave	Short St	1	1	1
23	3	NW	Holt Ave	Garey Ave	1	1	1
24	3	NW	Holt Ave	Indian Hill	1	2	1
25	3	NW	Holt Ave	Arbodela Way	1	1	1
26	3	NW	Holt Ave	San Antonio	1	1	1
27	3	SW	Holt Ave	San Antonio	1	1	1
28	3	SE	Holt Ave	Garey Ave	1	1	1
29	3	NW	Indian Hill Blvd	San Bernardino	1	1	1
30	3	NE	Mission Blvd	Dudley	1	1	1
31	3	NW	Mission Blvd	Buena Vista	1	1	1
32	3	SW	Mission Blvd	Buena Vista	1	1	1
33	3	SE	Rio Rancho Rd	Lone Ridge	2	1	
34	3	SE	South Campus	Temple Ave	2	2	2
35	3	SW	Temple Ave	South Campus	2	2	2
36	3	NE	South Campus	Kellogg	1	1	1
37	3	SE	South Campus	Kellogg	1	1	1

38	3	SE 20' South	Garey Ave	9th Ave	1	1	
39	3	NW	Reservoir	Philadelphia St	1	1	1
40	3	NE	Reservoir	Philadelphia St	1	1	1
41	3	SW	Philadelphia	Towne Ave	1	1	1
42	3	NW	Philadelphia	Towne Ave	1	1	1
43	3	SW 50' South	Garey Ave	Mission Ave	2	1	1
44	3	NE 50' North	Garey Ave	Mission Ave	1	1	1
45	2	NW 20' North	Garey Ave	3rd St	2	1	
46	2	NE 20' North	Garey Ave	3rd St	1	1	
47	2	SW 50' South	Garey Ave	Olive St	1	1	
48	2	NW	Mission Blvd	Towne Ave		1	
49	2	SW	Mission Blvd	Towne Ave	1	2	
50	2	SE	Mission Blvd	Park Ave	1	1	
51	2	NW	Mission Blvd	Park Ave	1	1	
52	2	SE	Reservoir	Lexington Ave	1	1	
53	2	NW	Temple Ave	Mission Blvd	2	1	
54	2	SE	Temple Ave	Mission Blvd	1	1	
55	2	NW	Temple Ave	Valley Blvd	2	1	
56	2	NE	Temple Ave	Valley Blvd	1	1	
57	2	SE	Temple Ave	Mission Blvd	2	1	
58	2	NE	Temple Ave	Pomona Blvd	1	1	
59	1	SE 50' East	County Rd	Garey Ave	1	1	
60	1	SW 30' West	County Rd	Towne Ave	1	1	
61	1	SW	Bonita Ave	Thompson Creek			
62	1	SW	Foothill Blvd	Towne Ave	2	1	
63	1	NW	Foothill Blvd	Towne Ave	1	1	
64	2	NW 50' West	Foothill Blvd	Garey Ave	1	1	
65	1	NE 100' North	Garey Ave	La Verne Ave	1	1	
66	2	SE	Foothill Blvd	Garey Ave	1	1	
67	2	SW 30' South	Garey Ave	Foothill Blvd	1	1	
68	1	SW 20' North	Garey Ave	Drake St	1	1	
69	1	SE 50' North	Garey Ave	Drake St	1	1	
70	1	NE 20' North	Garey Ave	Grove St	1	1	
71	1	SW 50' North	Garey Ave	Grove St	1	1	
72	1	NW 20' North	Garey Ave	Harrison Ave	1	1	
73	1	SE 20' South	Garey Ave	Harrison Ave	1	1	
74	1	SE 30' South	Garey Ave	Bonita Ave	1	1	
75	1	SW 30' South	Garey Ave	Bonita Ave	1	1	
76	1	NE 30" North	Garey Ave	Arrow Hwy	1	1	
77	1	SW 100' South	Garey Ave	Arrow Hwy	1	1	
78	1	SW 30' South	Garey Ave	La Verne Ave			

79	1	NE 60' N	Garey Ave	Aliso St	1	1	
80	1	NW 20' North	Garey Ave	Aliso St	1	1	
81	1	NE 50' North	Garey Ave	Orange Grove Ave	1	1	
82	1	SW 75' South	Garey Ave	Orange Grove Ave	1	1	
83	1	NW 30' North	Garey Ave	Jefferson Ave	1	1	
84	1	NE 30' North	Garey Ave	Jefferson Ave	1	1	
85	1	NE 50' South	Garey Ave	Alvarado St	1	1	
86	1	NE 50' North	Garey Ave	Phillips Ave	1	1	
87	1	SW 50' South	Garey Ave	Phillips Ave			
88	1	NE 20' South	Garey Ave	Franklin Ave	1	1	
89	1	SW 50' South	Garey Ave	Franklin Ave	1	1	
90	1	SW 50' South	Garey Ave	Philadelphia St	1	1	
91	1	SW	Holt Ave	Hamilton Blvd			
92	1	NW	Holt Ave	Hamilton Blvd			
93	1	SW	Holt Ave	Mills Ave	2	2	
94	1	SE	Holt Ave	Palomares St	1	1	1
95	1	NW	Holt Ave	Palomares St	1	1	1
96	1	NW	Holt Ave	Park Ave	1		
97	1	SW	Holt Ave	Park Ave			
98	1	SE	Holt Ave	Reservoir St			
99	1	NW	Holt Ave	Towne Ave			
100	1	SE	Holt Ave	Towne Ave		1	
101	1	SE	Holt Ave	White Ave			
102	1	NW	Holt Ave	White Ave			
103	1	SE	Indian Hill Blvd	San Bernardino	1		
104	3	SW	49 Rio Rancho	Country Mile	1	1	
105	1	SS MID	McKinley Ave	Fairplex Gate 1	1	1	
106	1	NW	Mission Blvd	Hamilton Blvd		1	
107	1	NW	Mission Blvd	San Antonio			
108	1	SW	Mission Blvd	San Antonio Ave			
109	1	NE	Mission Blvd	White Ave			
110	3	SW	Mission Blvd	Locust	1	1	
111	1	NW	Mission Blvd	Palomares St	1	1	
112	1	SE	Mission Blvd	Dudley St			
113	1	NW	Rio Rancho Rd	Lone Ridge	1	1	
114	1	SE	Towne Ave	Arrow Hwy	1		
115	1	SE	Towne Ave	Holt Ave		1	
116	1	SW	County Rd	Towne Ave	1	1	
117	1	SW-PR	Village Loop Rd	Old Wood Rd	1	1	

118	1	NW-PR	Village Loop Rd	Old Wood Rd	1	1	
119	1	NE	White Ave	Gate 6 Mid Block		1	
120	1	SW	White Ave	Orange Grove Ave			
121	3	SE	Holt Ave	East End Ave			
122	1	SW	Corporate Center	Devry			
123	1	NE	Holt Ave	Fairplex Ave	1	1	1
124	1	SW	McKinley Ave	Gate1			
125	1	SW	White Ave	Gate 5/6 Mid Block	1	1	
126	1	NE	White Ave	Berkeley Ave	1	1	
127	1	NW	Holt Ave	East End Ave		1	
128	1	SW	Holt Ave	Clark Ave			
129	1	NW	Holt Ave	Clark Ave			
130	1	SW	Village Loop Rd	Phillips Ranch Ave			
131	3	SW	Valley	Humane Way		1	
132	1	NW	Temple Ave	University Dr	1	1	1
133	3	NE	4th	Garey Ave		1	
134	3	SE	3rd	Garey Ave		1	
135	3	NW	3rd	Garey Ave	2	2	1
136	3	SW	2nd	Garey Ave		1	
137	3	SE	2nd	Garey Ave		1	
138	3	WS	2nd	Garey Ave		1	
139	3	SE	Holt Ave	Garey Ave		1	
140	3	250 E. Holt	Holt Ave	Garey Ave		1	
141	3	NW	Holt Ave	Palomares St	1	1	1
142	3	SE	Holt Ave	Palomares St	1	1	1
143	3	454 E. Holt	Holt Ave	Towne Ave		2	
144	3	NE	Holt Ave	Towne Ave		1	
145	3	SW	Holt Ave	Paloma St		1	
146	3	NW	Holt Ave	Caswell Ave		1	
147	3	NE	Holt Ave	Caswell Ave		1	
148	3	690 E. Holt	Holt Ave	Caswell Ave		1	
149	3	SE	Holt Ave	San Antonio		1	
150	3	NE	Holt Ave	Claremont Pl		1	
151	3	NW	Holt Ave	Reservoir St		1	
152	3	942 E. Holt	Holt Ave	Reservoir St		1	
153	3	1009 E. Holt	Holt Ave	Loranne		1	
154	3	SS	Holt Ave	Clark Ave		1	
155	3	NS	Holt Ave	Clark Ave		1	

156	3	NS	Holt Ave	Hershey St		1	
157	3	1250 E. Holt	Holt Ave	Hershey St		1	
158	3	NW	East End	Holt Ave	1	1	1
159	3	NE	East End	Holt Ave		1	
160	3	NS	Holt Ave	Via Del Paseo		1	
161	3	SE	Holt Ave	Via Del Paseo		1	
162	3	NE	Holt Ave	St. Paul		1	
					120	146	51

EXHIBIT "C"

COMPENSATION

The City reserves the right to increase or decrease the quantities at the prices bid, and to modify other provisions the City may deem necessary to best meet its needs.

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
							\$9,059.20		
Weekly									
1			Bus Stop shelter maintenance (Includes trash cans & benches) 1x/week	ea	67	\$32.00	\$2,144.00	Yes	
2			Bus Stop shelter maintenance (Includes trash cans & benches) 2x/week	ea	17	\$54.40	\$924.80	Yes	This rate reflects a 15% reduction from the regular rate, due to the higher service frequency.
3			Bus Stop shelter maintenance (Includes trash cans & benches) 3x/week	ea	78	\$76.80	\$5,990.40	Yes	This rate reflects a 20% reduction from the regular rate, due to the higher service frequency.
							\$471,078.40		
Yearly									
4			Bus Stop shelter maintenance (Includes trash cans & benches) 1x/week	ea	67	\$1,664.00	\$111,488.00	Yes	
5			Bus Stop shelter maintenance (Includes trash cans & benches) 2x/week	ea	17	\$2,828.80	\$48,089.60	Yes	This rate reflects a 15% reduction from the regular rate, due to the higher service frequency.
6			Bus Stop shelter maintenance (Includes trash cans & benches) 3x/week	ea	78	\$3,993.60	\$311,500.80	Yes	This rate reflects a 20% reduction from the regular rate, due to the higher service frequency.
							\$390,500.00		
Transit Centers									
7			Transit Centers power and pressure washing 7x/week	ea	2	\$195,250.00	\$390,500.00	Yes	Due to the considerable difference in square footage between the two stations. The rate per station shall be: Downtown Station \$312,400.00, North Station \$78,100.00.

EXTRA WORK UNIT PRICES:

Unit prices for extra work will not be included in the base bid amount.

Extra work unit prices							\$7,465.00		
8			Transit Center and Power Washing, one time per week	per site	1	\$1,015.00	\$1,015.00	Yes	This rate is for weekday service. Weekend service rates will reflect the higher weekend prevailing wage rate required by DIR.
9			Transit Center Power & Pressure Washing, two (5) times per week	per site	1	\$5,075.00	\$5,075.00	Yes	This rate is for weekday service. Weekend service rates will reflect the higher weekend prevailing wage rate required by DIR.
10			General Maintenance (Anchor/Bolt & Nut Replacement)	per site	1	\$125.00	\$125.00	Yes	Weekday hourly labor rate only. Plus, parts and materials. Weekend service rates will reflect the higher weekend prevailing wage rate required by DIR.
11			Painting (High-Gloss Brush-On Epoxy, Sanding, Prep, Protect, and Clean-Up)	per site	1	\$125.00	\$125.00	Yes	Weekday hourly labor rate only. Plus, parts and materials. Weekend service rates will reflect the higher weekend prevailing wage rate required by DIR.
12			Solar Panel Replacement	sqft	1	\$125.00	\$125.00	Yes	Weekday hourly labor rate only. Plus, parts and materials. Weekend service rates will reflect the higher weekend prevailing wage rate required by DIR.
13			Light Fixture Replacement	ea	1	\$125.00	\$125.00	Yes	Weekday hourly labor rate only. Plus, parts and materials. Weekend service rates will reflect the higher weekend prevailing wage rate required by DIR.
14			Light Batteries Replacement (All Batteries Per Shelter)	ea	1	\$125.00	\$125.00	Yes	Weekday hourly labor rate only. Plus, parts and materials. Weekend service rates will reflect the higher weekend prevailing wage rate required by DIR.
15			Trash Can Replacement	ea	1	\$125.00	\$125.00	Yes	Weekday hourly labor rate only. Plus, parts and materials. Weekend service rates will reflect the higher weekend prevailing wage rate required by DIR.
16			Shelter Back or Side Panel Replacement	ea	1	\$125.00	\$125.00	Yes	Weekday hourly labor rate only. Plus, parts and materials. Weekend service rates will reflect the higher weekend prevailing wage rate required by DIR.
17			Map Case Plexiglas Replacement	ea	1	\$125.00	\$125.00	Yes	Weekday hourly labor rate only. Plus, parts and materials. Weekend service rates will reflect the higher weekend prevailing wage rate required by DIR.
18			Map Case Complete Replacement	ea	1	\$125.00	\$125.00	Yes	Weekday hourly labor rate only. Plus, parts and materials. Weekend service rates will reflect the higher weekend prevailing wage rate required by DIR.
19			Map Case Removal	ea	1	\$125.00	\$125.00	Yes	Weekday hourly labor rate only. Plus, parts and materials. Weekend service rates will reflect the higher weekend prevailing wage rate required by DIR.
20			Shelter Roof Panel Replacement	ea	1	\$125.00	\$125.00	Yes	Weekday hourly labor rate only. Plus, parts and materials. Weekend service rates will reflect the higher weekend prevailing wage rate required by DIR.
Extra work unit prices								\$7,465.00	

*****SEE SECTION 3.2.13 ABOVE AND IF APPLICABLE, LEAVE IN PERFORMANCE/PAYMENT BONDS ON THE NEXT PAGE; IF NOT REQUIRED, STATE THAT THEY ARE NOT REQUIRED***]**

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Pomona (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, 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 of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- _____ Title(s)
- Partner(s) Limited
 - General
 - Attorney-In-Fact
 - Trustee(s)
 - Guardian/Conservator
 - Other:
- Signer is representing:
Name Of Person(s) Or Entity(ies)

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Pomona (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, 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 or work of improvement herein above described, 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 by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

(Corporate Seal)

Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, 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 of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- _____ Title(s)
- Partner(s)
 - Limited
 - General
 - Attorney-In-Fact
 - Trustee(s)
 - Guardian/Conservator
 - Other:
- Signer is representing:
Name Of Person(s) Or Entity(ies)

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

*****INCLUDE THIS EXHIBIT (AND CORRESPONDING AGREEMENT PROVISION) ONLY IF APPLICABLE; DELETE OTHERWISE. IF APPLICABLE, YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP. CONSULT THE CITY ATTORNEY IF NECESSARY***]**

EXHIBIT "D"

FEDERAL REQUIREMENTS

*****INSERT ALL FORMS, PROVISIONS AND OTHER REQUIREMENTS OF THE FEDERAL FUNDING SOURCE***]**