

DEPARTMENT OF PUBLIC WORKS
CITY OF DIAMOND BAR
CALIFORNIA



CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
DIAMOND BAR BOULEVARD RAISED MEDIAN MODIFICATION
AT MAPLE HILL ROAD PROJECT

CITY PROJECT NO. 26316

All Questions Regarding This Project Are to Be Directed To:

Reza Amirazodi
Project Manager
City of Diamond Bar
(909) 839-7040

CITY OF DIAMOND BAR

Nancy A. Lyons, Mayor
Jimmy Lin, Mayor Pro Tem
Carol Herrera, Council Member
Ruth M. Low, Council Member
Steve Tye, Council Member
James DeStefano, City Manager

November - 2016

CITY OF DIAMOND BAR

CONTRACT DOCUMENTS AND SPECIFICATION
FOR CONSTRUCTION OF
DIAMOND BAR BOULEVARD RAISED MEDIAN MODIFICATION
AT MAPLE HILL ROAD PROJECT

CITY PROJECT NO. 26316

By:



Jeffrey B. Heald, R.C.E. C49164

Exp: September 30, 2018

11/01/2016

Date

PREPARED BY:

DKS Associates

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The City Clerk of the City of Diamond Bar, California will receive at her office in the City Hall, in said City, until, **2:00PM on November 22, 2016** sealed proposals for the performance of the above described services.

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PART I

**BIDDING AND CONTRACTUAL
DOCUMENTS**

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**CITY OF DIAMOND BAR
NOTICE INVITING SEALED BIDS
FOR DIAMOND BAR BOULEVARD RAISED MEDIAN MODIFICATION
AT MAPLE HILL ROAD PROJECT
CITY PROJECT NO. 26316**

RECEIPT OF PROPOSALS: Sealed proposals will be received at the office of the City Clerk, City Hall, Diamond Bar, California, until **2:00PM on November 22, 2016** for the furnishing of all labor and materials and equipment for the construction of raised median, AC pavement, slurry seal, and other incidental and appurtenant work. Bids must be made on a form provided for the purpose, addressed to the City of Diamond Bar, California, marked, "**DO NOT OPEN-Bid for the DIAMOND BAR BOULEVARD RAISED MEDIAN MODIFICATION AT MAPLE HILL ROAD Project**" shall appear on the envelope of each sealed bid and each sealed envelope shall be addressed to the City Clerk, City Hall, 21810 Copley Drive, Diamond Bar, California 91765. No proposal will be considered from a Contractor who is not licensed as a Class A or C-12 contractor at time of award in accordance with the provisions of the Contractor's License Law (California Business and Professions Code, Section 7000 et seq.) and rules and regulations adopted pursuant thereto or to whom a proposal form has not been issued by the City of Diamond Bar. The proposals will be publicly opened and read in the City Hall, 21810 Copley Drive, Diamond Bar, California, at **2:00PM on November 22, 2016.**

DESCRIPTION OF WORK: The work to be performed or executed under these plans and specifications consists of and includes the construction of raised median, AC pavement, slurry seal, and other incidental and appurtenant work necessary for the proper construction of the contemplated improvement, as indicated on the project plans; and other incidental and appurtenant work necessary for the proper construction of the contemplated improvements, as indicated on the project plans for **DIAMOND BAR BOULEVARD RAISED MEDIAN MODIFICATION AT MAPLE HILL ROAD** Project.

COMPLETION OF WORK: All work shall be completed within thirty (30) **working days** after the Notice to Proceed is issued by the City.

ENGINEER'S ESTIMATE: The **DIAMOND BAR BOULEVARD RAISED MEDIAN MODIFICATION AT MAPLE HILL ROAD** Project is estimated to cost **\$80,000.00**, all in accordance with the provisions of the Plans, Specifications, Notices and Instructions to Bidders.

OBTAINING CONTRACT DOCUMENTS: Plans and Specifications and all contract documents may be obtained at the office of the City Clerk, City Hall, 21810 Copley Drive, Diamond Bar, California 91765, upon payment of a **non-refundable fee of \$40.00.** There is a charge of

\$55.00 for each set of plans and specifications that are requested to be mailed.

PROPOSAL GUARANTEE: Each proposal must be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of ten percent (10%) of the bid price payable to the City of Diamond Bar as a guarantee that the bidder, if his proposal is accepted, will promptly execute the contract, secure payment of Workmen's Compensation Insurance, furnish a satisfactory Faithful Performance Bond in the amount of one hundred percent (100%) of the total bid price, and a Labor and Material Bond in an amount not less than one hundred percent (100%) of the contract price. Said bonds to be secured from a surety company authorized to do business in the State of California, and subject to the approval of the City Attorney.

MINIMUM QUALIFICATIONS OF BIDDERS: Prospective bidders should examine the minimum qualifications found in number 15 of the "Information for Bidders" section, pages 4 through 8. Bidders who do not meet the minimum qualifications should not submit a bid, as the bids will be considered nonresponsive.

PREVAILING WAGE RATE: As required by the California Labor Code, Section 1770 et seq. the City Council of the City of Diamond Bar incorporates herein by reference the general prevailing rate of per diem wages as determined by the Director of Industrial Relations of the State of California. Copies of the prevailing rate of per diem wages are on file in the office of the City Clerk and will be made available to any interested party upon request. In accordance with the Labor Code, no workman employed upon work under this contract shall be paid less than the above referenced prevailing wage rate. A copy of said rates shall be posted at each job site during the course of construction.

CONTRACTOR shall forfeit, as penalty to CITY, not more than two hundred dollars (\$200.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this AGREEMENT, by him or by any subcontractor under him.

Any classification omitted herein shall be paid not less than the prevailing wage scale as established for similar work in the particular area, and all overtime shall be paid at the prevailing rates as established for the particular area. Sunday and holiday time shall be paid at the wage rates determined by the Director of Industrial Relations.

PAYMENT: Payment will be made to the Contractor in accordance with the Specifications.

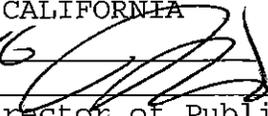
CITY'S RIGHTS RESERVED: The City of Diamond Bar reserves the right to reject any and all proposals or bids, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the City of Diamond Bar. No bidder may withdraw his bid for a period of thirty (30) days after the date of the bid opening.

BID AWARD: Subject to the reservations noted above, the contract will be awarded to the lowest responsible bidder.

CITY OF DIAMOND BAR, CALIFORNIA

DATE: _____

11.3.16

By:  _____
David G. Liu, Director of Public Works/City Engineer

INFORMATION FOR BIDDERS

1. PREPARATION OF BID FORM: The City invites bids on the form attached to be submitted at such time and place as is stated in the Notice Inviting Sealed Bids. All bids should be made in accordance with the provisions of the Standard Specifications for Public Works Construction, Latest Edition (with all supplements). All blanks on the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that the bid is received in the proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. PROPOSAL GUARANTEE: Each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of not less than ten percent (10%) of the amount named in the proposal. Said check or bond shall be made payable to the City Clerk of the City of Diamond Bar and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within ten (10) days after written notice of the award and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter said contract, the check or bond, as the case may be, shall be forfeited to the City. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the City, which is bound herein, and is properly filled out and executed.
3. SIGNATURE: The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.
4. MODIFICATIONS: Changes in or addition to the bid form, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid form which is not specifically called for in the contract documents may result in the Owner's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered but a telegraphic modification of any bid submitted will be considered and only if a postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids. The bid submitted must not contain any erasures, interlineation, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

5. DISCREPANCIES IN THE PROPOSALS: In case of discrepancy between words and figures, the words shall prevail. If the amounts bid on individual items (if called for) do not in fact add to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown. The estimated quantities and amounts are for the purpose of comparison of bids only. The City Council of the City of Diamond Bar reserves the right to reject any or all bids and to waive any irregularity or informality in any bid to the extent permitted by law.

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

By submitting a bid, the bidder will be held to have personally examined the site and the drawings, to have carefully read the specifications, and to have satisfied himself as to his ability to meet all the difficulties attending the execution of the proposed contract before the delivery of his proposal, and agrees that if he is awarded the contract, he will make no claim against the City of Diamond Bar based on ignorance or misunderstanding of the contract provisions.

7. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.

8. INSURANCE AND BONDS: The Contractor shall not commence work under this contract until he has secured all insurance and bonds required under this section nor shall he allow any subcontractor to commence work on this subcontract until all similar insurance issued in compliance with this section shall be issued in the form, and be an insurer of the insurers, satisfactory to and first approved by the City in writing. Certificates of Insurance in the amounts required shall be furnished by the Contractor to the City prior to the commencement of work.

The Contractor shall maintain adequate Workmen's Compensation Insurance under the laws of the State of California for all labor employed by him or by any subcontractor under him who may

come within the protection of such Workmen's Compensation Insurance laws.

The Contractor shall maintain public liability insurance to protect said Contractor and the City against loss from liability imposed by law, for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of this contract or any subcontract thereunder, and also to protect said Contractor and the City against loss from liability imposed by law, for damage to any property. Damage insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under this contract, in the amount of not less than \$1,000,000 for one person injured in the accident and in the amount of not less than \$1,000,000 for more than one person injured in one accident and in the amount of not less than \$1,000,000 with respect to any property damage aforesaid.

The Contractor shall secure with a responsible corporate surety, or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor of all requirements under the contract and upon the payment of claims of materials, men and laborers thereunder. The Faithful Performance Bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payment to be made under the contract computed on the basis of the prices stated in the proposal. The Labor and Material Bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal.

9. INTERPRETATION OF PLANS AND DOCUMENTS: If any person contemplating submitting a bid for proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he may submit to the City a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract document. No person is authorized to make any oral interpretation of any provision in the contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.

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

No award will be made to any bidder who cannot give satisfactory assurance as to his ability to carry out the Contract, both from his financial rating and by reason of his previous experience as a Contractor on work of the nature contemplated in the Contract. The bidder may be required to submit his record of work of similar nature to that proposed under these specifications, and unfamiliarity with the type of work may be sufficient cause for rejection of the bid.

11. INELIGIBLE SUBCONTRACTORS: The successful bidder shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
12. AWARD OF CONTRACT: No proposal will be considered from a Contractor who is not licensed as a Class A or C-12 contractor at time of award in accordance with the provisions of the Contractor's License Law (California Business and Professions Code, Section 7000 et seq.) and rules and regulations adopted pursuant thereto or to whom a proposal form has not been issued by the City of Diamond Bar. The City may award the Contract to the lowest responsible bidder on the total base bid. Bids will be compared on the basis of the lowest possible cost relative to the alternate or alternates selected and the Contract, if awarded, will be awarded to a responsible bidder whose proposal complies with the requirements of these specifications. The award, if made, will be made within ninety (90) calendar days after the opening of the proposals; provided that the award may be made after said period of the successful bidder shall not have given the City written notice of the withdrawal of his bid.

No Contractor or subcontractor may be listed on a bid proposal for public works projects unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1 (a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. ALTERNATES: If alternate bids are called for, the Contract may be awarded at the election of the governing board to the lowest responsible bidder on the base bid, or on the base bid and any specified alternate(s).
14. COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder including qualifications, references, proper licensing, adequate workforce and experience for the performance of the work covered by the proposal.
15. QUALIFICATION OF BIDDERS: Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the EXPERIENCE STATEMENT form provided.

EXPERIENCE STATEMENT

To be responsive, the bidder must list below a minimum of three public agencies for which bidder has performed similar work within the past five years. Only projects in excess of \$50,000 each qualify as similar for this project.

1. Project Title _____
Contract Amount _____
Type of Work _____
Client _____
Agency Project Manager _____ Phone _____
Date Completed _____ % Subcontracted _____

2. Project Title _____
Contract Amount _____
Type of Work _____
Client _____
Agency Project Manager _____ Phone _____
Date Completed _____ % Subcontracted _____

3. Project Title _____
Contract Amount _____
Type of Work _____
Client _____
Agency Project Manager _____ Phone _____
Date Completed _____ % Subcontracted _____

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature _____

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years of experience in the magnitude and character of the work bid.

Bidder Qualifications called for to be submitted at time of bid include, but are not necessarily limited to:

1. The Contractor shall have been in business under the same name and California Contractors License for a minimum of five (5) continuous years prior to the bid opening date for this Project. The license used to satisfy this requirement shall be of same type required by the contract.

2. License classification shall be as required by the contract specifications.

3. The Contractor shall have five (5) years of experience in the application of Polymer Modified Asphaltic Emulsion Chip Seal.

4. The Contractor shall perform at least 50% of contract with its own forces.

16. LISTING SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Government Code Section 4100 and following). Forms for this purpose are furnished with the contract documents. The name and location of business of any subcontractor who will perform work exceeding 1/2 of 1% of the prime contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater, must be submitted with the bid. Any other information regarding the foregoing subcontractors that is required by City to be submitted may be submitted with the bid, or may be submitted to City up to 24 hours after the deadline established herein for receipt of bids. The additional information must be submitted by the bidder to the same address and in the same form applicable to the initial submission of bid.

17. WORKER'S COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of compensation to his employees. The Contractor shall sign and file with the City the following certificate prior to performing the work under this contract: **"I am aware of the provisions of Section 3700 of the Labor Code which require**

compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as part of the contract documents.

18. BID DEPOSIT RETURN: Deposits of three or more low bidders, the number being at the discretion of the City, will be held for ninety (90) days or until posting by the successful bidder of the Bonds required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned after consideration of the bids.
19. EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the agreement form provided, and shall secure all insurance and bonds as herein provided within ten (10) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee.

If the successful bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the Contract, such bidder's guarantees shall be likewise forfeited to the City. The work may then be re-advertised.

20. "OR EQUAL": Pursuant to Division 5, Chapter 4, Article 4 (commencing at #4380) Government Code, all specifications shall be deemed to include the words "or equal", provided however that permissible exceptions hereto shall be specifically noted in the specifications.
21. EMPLOYMENT OF APPRENTICES: The Contractor, and all subcontractors, shall comply with the provisions in Sections 1777.5, (Chapter 1411, Statutes of 1968), and 1777.6 of the California Labor Code concerning the employment of apprentices. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section, for all apprentice able occupations, regardless of any other contractual or employment relationships alleged to exist. In addition to the above State Labor Code Requirements regarding

the employment of apprentices and trainees, the Contractor and all subcontractors shall comply with Section 5 a. 3, Title 29 of the Code of Federal Regulations (29CFR).

22. EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, his construction experience, and his organization and plant facilities available for the performance of the contract.
23. WAGE RATES: The Contractor and/or subcontractor shall pay wages as indicated in the "Notice Inviting Sealed Bids" section of these specifications. The Contractor shall forfeit as penalty to the City of Diamond Bar, two hundred dollars (\$200.00) for laborers, workmen, or mechanics employed for each calendar day, or portion thereof, if such laborer, workman or mechanic employed is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of Labor Code, and in particular, Sections 1770 to 1781 inclusive. Copies of all collective bargaining agreements relating to the work as set forth in the aforementioned Labor Code are on file with the Department of Industrial Relations, Division of Labor Statistics and Research.
24. PERMITS, FEES AND LICENSES: The Contractor shall possess a valid business license prior to the issuance of the first payment made under this Contract. Additionally, the Contractor shall possess a valid "Class A" or C-12.
25. TIME OF COMPLETION AND LIQUIDATED DAMAGES: Bidder must agree to commence work on or before the date of written "Notice to Proceed" of the City and to fully complete the project within **thirty (30) working days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of five hundred dollars (\$500.00) for each calendar day thereafter.
26. CONFLICT OF INTEREST: In the procurement of supplies, equipment, construction and services by sub-recipients, the conflict of interest provisions in (State LCA-24 CFR 85.36 and Non-Profit Organizations - 24 CFR 84.4), OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection or in award of administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

**BIDDER'S PROPOSAL
CITY OF DIAMOND BAR
DIAMOND BAR BOULEVARD RAISED MEDIAN MODIFICATION
AT MAPLE HILL ROAD PROJECT**

CITY PROJECT NO. 26316

Date _____, 2016

To the City Council of the City of Diamond Bar:

The Undersigned hereby declares:

- (a) That the only persons or parties interested in this proposal as principals are the following:

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name, under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

- (b) That this proposal is made without collusion with any person, firm or corporation.
- (c) That he has carefully examined the location of the proposed work and has familiarized himself with all of the physical and climatic conditions, and makes this bid solely upon his own knowledge.
- (d) That by submitting this Bidder's Proposal, he acknowledges receipt and knowledge of the contents of those communications sent by the City of Diamond Bar to him at the address furnished by him to the City of Diamond Bar when this proposal form was obtained.
- (e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this proposal in accordance therewith.

BID SCHEDULE

CITY OF DIAMOND BAR
CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR THE DIAMOND BAR BOULEVARD RAISED MEDIAN MODIFICATION
AT MAPLE HILL ROAD PROJECT
CITY PROJECT NO. 26316

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION WRITTEN IN WORDS	UNIT PRICE	AMOUNT
1	1	LS	TRAFFIC CONTROL AND PUBLIC NOTIFICATION		
2	1	LS	MOBILIZATION		
3	1	LS	CLEARING, GRUBBING, MISCELLANEOUS REMOVAL AND DISPOSALS		
4	550	SF	SAWCUT AND REMOVE EXISTING AC AND BASE		
5	81	TN	ASPHALT CONCRETE		
6	265	LF	SAWCUT AND REMOVAL OF EXISTING MEDIAN CURB		
7	284	LF	PCC MEDIAN CURB/CONCRETE MOW STRIP		
8	1850	SF	COBBLESTONE PAVING		
9	4710	SF	SLURRY SEAL		
10	1	LS	REMOVE EXISTING AND INSTALL NEW PAVEMENT MARKING AND RETROREFLECTIVE PAVEMENT MARKERS		
11	2	EA	RELOCATE OF SIGNS IN MEDIANS		
12	1	LS	RESTORE LANDSCAPE AND IRRIGATION SYSTEM		
13	1	LS	COMMUNICATION/FIBER OPTIC INFRASTRUCTURE		

MANDATORY BID SCHEDULE ITEMS:

TOTAL AMOUNT BID (IN FIGURES)→

--

TOTAL AMOUNT BID, SCHEDULE (WRITTEN IN WORDS): _____

Bid Schedule Note: Bid Price indicated refers to all items illustrated on the plans and details, and delineated within the specifications installed and completely in place with all applicable portions of the construction documents and include all costs connected with such items including, but to necessarily limited to, materials, transportation, taxes, insurance, labor, overhead, and profit, for General Contractor and Subcontractors.

All work called for on the construction documents are to provide a completed project with all systems operating properly and ready for use.

Award will be based on the items of Bid Schedule. Therefore, Contractor shall completely fill out Bid Schedule.

Accompanying this proposal is _____

(Insert "\$ _____ cash", "cashier's check", "certified check", or "bidder's bond" as the case may be) in the amount equal to at least ten percent (10%) of the total bid.

The undersigned further agrees that in case of default in executing the required contract, with necessary bond, within ten (10) days, not including Sundays and legal holidays, after having received notice that the Contract has been awarded and ready for signature, the proceeds of the security accompanying his bid shall become the property of the City of Diamond Bar, and this proposal and the acceptance thereof may be considered null and void.

name, location of the place of business, and California contractor license of each Subcontractor - who will perform work or labor or render service to the Prime Contractor, specially fabricates and installs a portion of the work or improvement necessary to complete construction contained in the plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total base bid amount or, in the case of bids or offers for the construction of streets or highways, including bridges in excess of one-half of 1 percent (0.5%) of the Prime Contractor's total base bid or ten thousand (\$10,000.00), whichever is greater, and the portion of the work which will be done by each Subcontractor.

DECLARATION OF ELIGIBILITY TO CONTRACT

[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1777.1 or 1777.7 of the California Labor Code or another provision of law.
3. The contractor is aware of California Public Contract Code Section 6109, which states:
 - (a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
 - (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
4. The contractor has investigated the eligibility of each and every subcontractor the contractor intends to use on this public

works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code Sections 1777.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this day of _____, 2016, at _____ (place of execution).

Signature

Name:

Title:

Name of Company:

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5 and in conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the Bidder, any officer, principal or employee of the Bidder who has a proprietary interest in the business of the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state or local government project because of violation of law or a safety regulation?

YES _____

NO _____

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

STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than on final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

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

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

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Project Identification **DIAMOND BAR BOULEVARD
RAISED MEDIAN MODIFICATION AT MAPLE HILL ROAD PROJECT**

Bid Date _____

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporation or individual bidder. The bidder may attach any additional information or explanation of data, which he would like, taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

ITEM	5 CALENDAR YEARS PRIOR TO CURRENT YEAR						CURRENT YEAR
	2011	2012	2013	2014	2015	TOTAL	
No. of Contracts							
Total dollar amount of contracts (in 1,000's)							
No. of lost workday cases							
No. of lost work day cases involving permanent transfer to another job or termination of employment							
No. of lost workdays							

*The information required for this item is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary - Occupational Injuries and Illnesses, OSHA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of these records.

Name of Bidder (Print

Signature

Address

State Contractor's Lic. No. & Class

City

Zip Code

Telephone

AFFIDAVIT FOR CO-PARTNERSHIP FIRM

STATE OF CALIFORNIA)
)SS
COUNTY OF LOS ANGELES)

_____, being first duly sworn, deposes and says:

That he is a member of the co-partnership firm designated as

which is the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Diamond Bar or any person interested in the proposed contract, for himself or for any other person.

That he has been and is duly vested with authority to make and sign instruments for the co-partnership by

who constitute the other members of the co-partnership.

Signature

Subscribed and sworn to before me this

_____ day of _____, 20_____

Signature of Officer Administering Oath
(Notary Public)

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF CALIFORNIA)
)SS
COUNTY OF LOS ANGELES)

_____, being first
duly sworn, deposes and says:

That he is _____

of, _____

a corporation which is the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Diamond Bar or any person interested in the proposed contract, for himself or for any other person.

Signature

Subscribed and sworn
to before me this

_____ day of _____, 20_____

Signature of Officer Administering Oath
(Notary Public)

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF CALIFORNIA)
)SS
COUNTY OF LOS ANGELES)

_____, being first
duly sworn, deposes and says:

That he is the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Diamond Bar or any person interested in the proposed contract, for himself or for any other person.

Signature

Subscribed and sworn
to before me this

_____ day of _____, 20_____

Signature of Officer Administering Oath
(Notary Public)

AFFIDAVIT FOR JOINT VENTURE

STATE OF CALIFORNIA)
)SS
COUNTY OF LOS ANGELES)

_____, being first
duly sworn, deposes and says:

That he _____

of, _____

one of the parties submitting the foregoing bid as a joint venture
and that he has been and is duly vested with the authority to make
and sign instruments for and on behalf of the parties making said bid
who are:

_____;

that such bid is genuine and not collusive or sham; that said bidder
has not colluded, conspired, connived or agreed, directly or
indirectly, with any other bidder or person to put in a sham bid or
that such other person shall refrain from bidding; and has not in any
manner sought by collusion to secure any advantage against the City
of Diamond Bar or any person interested in the proposed contract, for
himself or for any other person.

Signature

Subscribed and sworn
to before me this

_____ day of _____, 20_____

Signature of Officer Administering Oath
(Notary Public)

BOND No. _____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that, WHEREAS the City of Diamond Bar ("City"), has awarded to _____

(Name and address of Contractor)

("Principal"), a contract (the "Contract") for the work described as follows:

DIAMOND BAR BOULEVARD RAISED MEDIAN MODIFICATION AT MAPLE HILL ROAD PROJECT, PROJECT NO. 26316

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the

penal sum of _____

Dollars (\$ _____), this amount being not less than the total contract price, in 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 the hereby bounded Principal, his, her, or its, heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this bond and has rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

"Surety"

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

(Seal)

(Seal)

APPROVED AS TO SURETY AND
PRINCIPAL AMOUNT

By: _____
Insurance Administrator

BOND No. _____

**PAYMENT BOND
(LABOR AND MATERIAL)**

KNOW ALL PERSONS BY THESE PRESENTS that, WHEREAS the City of Diamond Bar ("City"), has awarded to _____

(Name and address of Contractor)

("Principal"), a contract (the "Contract") for the work described as follows:

DIAMOND BAR BOULEVARD RAISED MEDIAN MODIFICATION AT MAPLE HILL ROAD PROJECT, PROJECT NO. 26316

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

_____ Dollars (\$ _____), this amount being not less than one hundred (100%) of the total contract price, in 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 CONDITIONS OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any 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 from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void. This bond shall insure to the benefit of any of their persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns

in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated _____

"Principal"

"Surety"

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

Notary

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

(Seal)

(Seal)

APPROVED AS TO SURETY AND
PRINCIPAL AMOUNT

By: _____
Insurance Administrator

BOND No. _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that,

WHEREAS the City of Diamond Bar ("City"), has issued an invitation for bids for the work described as follows:

DIAMOND BAR BOULEVARD RAISED MEDIAN MODIFICATION AT MAPLE HILL ROAD
PROJECT, PROJECT NO. 26316

WHEREAS _____

(Name and address of Bidder)

("Principal"), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Public Agency in the penal sum of _____

Dollars(\$ _____), being not less than ten percent (10%) of the total bid price, in 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 the hereby bounded Principal is awarded a contract for the work by City and within the time and in the manner required by the bidding specifications, entered into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

"Surety"

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

(Seal)

(Seal)

CERTIFICATION OF NON-DISCRIMINATION AND AFFIRMATIVE ACTION

As suppliers of goods or services to the City of Diamond Bar, the firm listed below certifies that it does not discriminate in its employment with regards to race, religion, sex, or national origin; that it is in compliance with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and that it will pursue an affirmative course of action as required by the affirmative action guidelines.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM _____

TITLE OF OFFICER SIGNING _____

SIGNATURE _____ DATE _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE
EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(COMPANY)

BY: _____

(TITLE)

DATE: _____, 20____.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period of such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

NON-COLLUSION AFFIDAVIT

TO: THE CITY OF DIAMOND BAR:

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is _____ of

_____, the party making the foregoing bid, that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited another bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of Bidder

STATE OF CALIFORNIA)
)SS
COUNTY OF LOS ANGELES)

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public in and for the County of

_____, State of California

AGREEMENT

The following agreement ("AGREEMENT") is made and entered into, in duplicate, as of the date executed by the Mayor and attested to by the City Clerk, by and between _____ hereinafter referred to as the "CONTRACTOR" and the City of Diamond Bar, California, hereinafter referred to as "CITY."

WHEREAS, pursuant to Notice Inviting Sealed Bids, bids were received, publicly opened, and declared on the date specified in the notice; and

WHEREAS, CITY accepted the bid of CONTRACTOR _____ and;

WHEREAS, CITY has authorized the Mayor to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the **DIAMOND BAR BOULEVARD RAISED MEDIAN MODIFICATION AT MAPLE HILL ROAD Project** in the City of Diamond Bar.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. **GENERAL SCOPE OF WORK:** CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the **DIAMOND BAR BOULEVARD RAISED MEDIAN MODIFICATION AT MAPLE HILL ROAD Project** in the City of Diamond Bar. The work to be performed in accordance with the plans and specifications, dated **November 2016** (The Plans and Specifications) on file in the office of the City Clerk and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the City Engineer.

2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:** The Plans and Specifications are incorporated herein by reference and made a part hereof with like force and effect as if set forth in full herein. The Plans and Specifications, CONTRACTOR'S Bid dated _____, together with this AGREEMENT, shall constitute the contract between the parties. This AGREEMENT is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this AGREEMENT, the provisions of this AGREEMENT shall control.

3. **COMPENSATION:** CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

4. **TERM OF CONTRACT:** CONTRACTOR agrees to complete the work within **thirty (30) working days** from the date of the notice to proceed.

CONTRACTOR agrees further to the assessment of liquidated damages in the amount of **five hundred (\$500)** dollars for each calendar day the work remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any monies due or that may become due the CONTRACTOR under this AGREEMENT. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

5. **INSURANCE:** CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

- a. **Workers' Compensation Insurance:** Before beginning work, the CONTRACTOR shall furnish to the CITY a certificate of insurance as proof that he has taken out full workers' compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of Section 3700 of the California Labor Code, every CONTRACTOR shall secure the payment of compensation to his employees. The CONTRACTOR, prior to commencing work, shall sign and file with the CITY a certification as follows:

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

- b. For all operations of the CONTRACTOR or any sub-contractor in performing the work provided for herein, insurance with the following minimum limits and coverage:
 - 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 a general aggregate limit is used, either the general aggregate limit shall apply separately to this AGREEMENT or the general aggregate limit shall be twice the required occurrence limit.**
 - 2) **Automobile - \$1,000,000 per accident for bodily injury and property damage.**
 - 3) **Employer's Liability - \$1,000,000 per accident for bodily injury or disease.**
- c. Each such policy of insurance provided for in paragraph b. shall:

- 1) Be issued by an insurance company approved in writing by CITY, which is authorized to do business in the State of California.
 - 2) Name as additional insured the City of Diamond Bar, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
 - 3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under the policy;
 - 4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by CITY of a written notice of such cancellation or reduction of coverage."
 - 5) Otherwise be in form satisfactory to the CITY.
- d. The policy of insurance provided for in subparagraph a. shall contain an endorsement which:
- 1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.c.(2) hereof to be listed as additional insured in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein;
 - 2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY.
- e. The CONTRACTOR shall, prior to performing any work under this AGREEMENT, deliver to the City Manager or his designee the original policies of insurance required in paragraphs a. and b. hereof, or deliver to the City Manager or his designee a certificate of the insurance company, showing the issuance of such insurance, and the additional insured and other provisions required herein.
- f. Self-Insured Retention/Deductibles. All policies required by this AGREEMENT shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this AGREEMENT. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this AGREEMENT. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may

include such amounts as damages in any action against CONTRACTOR for breach of this AGREEMENT in addition to any other damages incurred by CITY due to the breach.

6. PREVAILING WAGE: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the Office of the City Clerk of the City of Diamond Bar, 21825 Copley Drive, Diamond Bar, California, and are available to any interested party on request. CITY also shall cause a copy of such determinations to be posted at the job site.

CONTRACTOR shall forfeit, as penalty to CITY, not more than two hundred dollars (\$200.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this AGREEMENT, by him or by any subcontractor under him.

CONTRACTOR and any of its subcontractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. APPRENTICESHIP EMPLOYMENT: In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the performance of the work.

CONTRACTOR is required to make contribution to funds established for the administrative of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade on such contracts and if other CONTRACTOR'S on the public works site are making such contributions.

CONTRACTOR and subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

8. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and the CONTRACTOR and any sub-contractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any

sub- CONTRACTOR under him, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

9. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

10. CONTRACTOR'S LIABILITY: The CITY and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnitees against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.
- c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this AGREEMENT, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for

only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the AGREEMENT and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this AGREEMENT or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

11. NON-DISCRIMINATION: Pursuant to Labor Code Section 1735, no discrimination shall be made in the employment of persons in the work contemplated by this AGREEMENT because of the race, color or religion of such person. A violation of this section exposes the CONTRACTOR to the penalties provided for in Labor Code Section 1735.

12. PAYMENT FUND: A City Council resolution established a Project Payment Account, encumbered money in the current budget, and assigned that money to the Project Payment Account, which is the sole source of funds available for payment of the contract sum set forth in Section 3 of this AGREEMENT. CONTRACTOR understands and agrees that CONTRACTOR will be paid only from this special fund and if for any reason this fund is not sufficient to pay CONTRACTOR, CONTRACTOR will not be entitled to payment. The availability of money in this fund, and CITY's ability to draw from this fund, are conditions precedent to CITY's obligation to make payments to CONTRACTOR.

13. TERMINATION: This AGREEMENT may be terminated by the CITY, without cause, upon the giving of a written "Notice of Termination" to CONTRACTOR at least thirty (30) days prior to the date of termination specified in the notice. In the event of such termination, CONTRACTOR shall only be paid for services rendered and expenses necessarily incurred prior to the effective date of termination and those reasonably necessary to effectuate the termination. CONTRACTOR shall not be entitled to any claim for lost profits.

State of California

"CONTRACTOR'S" License No. _____

CONTRACTOR'S Business Phone: _____

CONTRACTOR'S emergency phone which can be reached at any time: _____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT with all the formalities required by law on the respective dates set forth opposite their signatures.

By: _____
Title: _____

Date: _____

By: _____
Title: _____

Date: _____

CITY OF DIAMOND BAR, CALIFORNIA

By: _____
NANCY A. LYONS, MAYOR

Date

ATTEST:

By: _____
TOMMYE A. CRIBBINS, CITY CLERK

Date

APPROVED AS TO FORM:

DAVID A. DEBERRY, CITY ATTORNEY

Date

- *NOTE:**
- ***If Contractor is a corporation, the City requires the following signature(s):***
The Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
 - The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

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PART II

GENERAL PROVISIONS

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GENERAL PROVISIONS
FOR
DIAMOND BAR BOULEVARD RAISED MEDIAN MODIFICATION
AT MAPLE HILL ROAD PROJECT
CITY PROJECT NO. 26316

GENERAL CONDITIONS

All work shall be done in accordance with the Standard Specifications for Public Works Construction (Latest Edition and all subsequent supplements), hereinafter referred to as Standard Specifications; the State of California Department of Transportation Standard Specifications (Latest Edition and all subsequent supplements), hereinafter referred to as Caltrans Standard Specifications; Plans, Standard Construction Drawings; and these Special Provisions.

MODIFICATIONS TO THE STANDARD SPECIFICATIONS

Section 2. Scope and Control of Work.

The work to be done consists of furnishing and installing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and these General Provisions. The general items of work include construction of raised median, AC pavement, slurry seal, signs, striping, pavement marking, pull box removal, conduit installation, fiber optic cable splicing and termination, and other incidental appurtenant work.

Section 2-1. Award and Execution of Contract is amended by the following:

- (a) Examination of Plans, Specifications, Special Provisions, and Site of Work: The bidder is required to examine carefully the site and the proposal, plans, specifications and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, including all installations and utilities, whether underground, surface or overhead, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions and the Contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

- (b) Proposal Form: All proposals must be made upon blank forms to be obtained from the City Clerk at City Hall, 21810 Copley Drive, Diamond Bar, California. All proposals must give the prices proposed, both in writing and figures, and must be signed by the bidder, and his address shown. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer.
- (c) Rejection of Proposals Containing Alterations, Erasures or Irregularities: Proposals may be rejected if they show any alterations or form additions not called for, conditional or alternative proposals, incomplete proposals, erasures, or irregularities of any kind.
- (d) Bidder's Guarantee: All proposals shall be presented under sealed cover and shall be accompanied by cash, cashier's check or certified check payable to, or bidder's bond in favor of the City of Diamond Bar in an amount of not less than ten percent (10%) of the amount named in said proposal, and no proposal shall be considered unless such cash, cashier's check, certified check or bidder's bond is enclosed therewith.
- (e) Return of Bidder's Guarantees: Proposal guarantees will be held until the Contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

The Notice to Bidders, Proposal, bonds, Instructions to bidders, General Provisions and Detail Specifications, shall be deemed incorporated in the Contract by reference. A Corporation to which an award is made will be required, before the Contract is finally executed, to furnish evidence of its corporate existence and evidence that the officer signing the Contract and bonds for the corporation is duly authorized to do so.

Subsection 2-5.1. Plans and Specifications - General, is amended by the addition of the following:

An addendum to these specifications may be issued by the City Engineer at any time prior to the bid opening.

CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within 1 year after the date of acceptance of work. Within this 1-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within 30 days after the date of the Engineer's written notice.

4-1.4 Test of Materials. Except as elsewhere specified, the City will bear the cost of materials testing and independent acceptance testing. The cost of all other tests, including the retesting of materials and independent acceptance testing that fails to pass the first test, shall be borne by the Contractor.

UTILITIES This section is modified by addition of the following subsections.

Subsection 5-1. Location. This section is amended by the addition of the following:

Utility Owner and Public Agency Identifications. Utility owners and Public Agencies who may have facilities or interests, which may affect the work, are as follows:

Verizon Telephone

1400 E. Phillips Boulevard
Pomona, California 91766
(800) 227-2600 (DigAlert)
(909) 469-6354 (Office)

Waste Management

13940 East Live Oak Avenue
Baldwin Park, California 91706
(800) 266-7551

Valley Vista Services

16000 Temple Avenue
La Puente, California 91744
(800) 442-6454

Southern California Edison Co.

800 West Cienega Avenue
San Dimas, California 91773
(800) 227-2600 (DigAlert)
(800) 684-8123 (Office)

Southern California Gas Company

1919 South State College Boulevard
Anaheim, California 92803
(800) 227-2600 (DigAlert)
(800) 427-2200 (Office)

Walnut Valley Water District

271 South Brea Canyon Road
Walnut, California 91789
(909) 595-7554

Pomona Unified School District

800 South Garey Avenue
Pomona, California 91766
(909) 397-4800

Walnut Valley Unified School District

880 S. Lemon Ave.
Walnut, CA 91789
(909) 595-1261

Time Warner Cable

1041 E. Route 66
Glendora, CA 91740
(888) 892-2253

Los Angeles County Department of Public Works

900 S. Fremont Ave.
Alhambra, CA 91803-1331
Operation Services | Sewer Maintenance
(626) 445-7630 | (800) 675-4357

Los Angeles County Sheriff's Department

21695 E. Valley Blvd.
Walnut, California 91789
(909) 595-2264

Los Angeles County Fire Department

Station 119
20480 Pathfinder Road
Diamond Bar, California 91765
(909) 861-5995

Los Angeles County Fire Department
Station 121
346 Armitos Place
Diamond Bar, California 91765
(909) 396-0164

Metropolitan Water - La Verne
Substructures Team
P.O. Box 54153 Terminal Annex
Los Angeles, CA 90054
(213) 217-6679

Los Angeles County Fire Department
Station 120
1051 S Grand Ave
Diamond Bar, CA 91765
(323) 881-2411 (non-emergencies)
911 (emergencies)

The Contractor shall notify each of the above listed utility companies and agencies in writing (copy to City) of the project. They shall be invited to a pre-construction meeting and provided a work schedule.

Subsection 5-2. Protection.

The Contractor is hereby alerted to the existence of utility lines. The Contractor shall carefully protect all lines during the course of construction.

Order of Work.

Subsection 6-1.3. Order of Work

The order of work, except where otherwise specifically required by the Plans and Specifications, shall be determined by the Contractor who shall be solely responsible for coordinating all subcontract and prime contract work to minimize delays during construction.

The Contractor shall schedule his work in order to be as least disruptive as possible to adjacent businesses and residents.

Subsection 6-1.4. Work Hours and Sound Control.

Daytime work hours shall be 8:30 a.m. to 3:30 p.m. Monday - Friday. Saturday work hours, if permitted at least one week (7

Calendar Days) in advance by the City Engineer, shall be 8:00 a.m. to 4:00 p.m.

Nighttime work hours shall be 10:00 p.m. to 5:00 a.m. Monday - Friday. Nighttime work hours are not required but will be permitted at the request of the contractor with the City Engineer's authorization. Contractor shall request nighttime work hours at least 1 week (7 calendar days) prior to beginning the proposed nighttime work operations.

The Contractor shall comply with all County and local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the contract, and shall make every effort to control any undue noise resulting from the construction operation.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

The Engineer reserves the right to stop work if he determines that these conditions are being violated.

RESPONSIBILITIES OF THE CONTRACTOR IN CONDUCT OF HIS/HER WORK.

Subsection 7-2. Labor is amended by the addition of the following:

Labor Discrimination. No discrimination shall be made in the employment of such persons upon public works because of the race, color, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Chapter 11 or Part VII, Division 2 of the Labor Code in accordance with the provisions of Section 1735 thereof.

Subsection 7-3.1. Contractor's Responsibility for Work.

Reference is made to Section 6 - 8 of the Standard Specifications and these General Provisions. Except as provided above, until the formal acceptance of the work by the City Council, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such

injuries or damages occasioned by acts of the Federal Government or the public enemy.

Section 7-8 WORK SITE MAINTENANCE

Subsection 7-8.6.2 Best Management Practices (BMPs) is amended by the addition of the following:

At a minimum, the Contractor and/or any subcontractors are required to place gravel bags and filter fabric around all storm drain inlets to prevent polluted water from running into the storm drain systems in addition to all other required BMP's.

Subsection 7-10.1. Traffic and Access is amended by the addition of the following:

The Contractor shall furnish all flagmen and guards and supply and install all signs, lights, flares, barricade delineators, and other facilities which are necessary to expedite the passage of public traffic through or around the work or to prevent accidents or damage or injury to the public or to give adequate warning to the public of any dangerous conditions to be encountered. The Caltrans "*Manual of Traffic Controls*" shall be used for all traffic control on this project.

7-10.3 Street Closures Barricades, Detours. Subsection 7-10.3 of the Standard Specifications is amended by adding thereto the following:

At a minimum the contractor shall maintain one (1) dedicated left turn and one (1) thru/right turn lane at all times in all directions as deemed necessary.

The Contractor shall prepare any traffic control or detour plans as directed in section 3.03 vehicular traffic control of technical provisions under Traffic Control (Bid Item No. 1).

Lane transitions shall conform to the California MUTCD, Part 6, "Temporary Traffic Control."

Temporary traffic channelization shall be accomplished by the use of temporary striping when channelization is required for more than 3 days. The Contractor shall provide any plans that may be required for temporary striping prepared by a registered traffic engineer to the satisfaction of the City Engineer. In no event will temporary striping be allowed on newly finished pavement surfaces which are to remain. Temporary traffic channelization needed on a daily basis shall be accomplished with delineators.

The Contractor shall schedule an employee to police the temporary delineators within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays.

7-10.5 Protection of the Public. Subsection 7-10.5 is hereby added to Section 7 of the Standard Specifications as follows:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of the public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

Subsection 7-15 RECYCLING OF MATERIAL

Subsection 7-15 is hereby added to Standard Specification.

7-15.1 Recycle of Asphalt Concrete, Portland Cement Concrete.

7-15.2 Contractor's Obligation. The Agency is committed to recycling program. It is the obligation of the contractor, under this contract, to recycle the waste material through an approved recycling plant. Records and report of waste material will be submitted to the City of Diamond Bar on a regular monthly basis. The construction and demolition requirements of the City of Diamond Bar has been provided in Appendix B for further information.

MEASUREMENT AND PAYMENT

Subsection 9-3 is modified by the addition of the following paragraphs:

Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of work, all in accordance with the provisions for Measurement and Payment in the Standard Specifications and these Special Provisions, and as shown on the Drawings, Exhibits, and spreadsheets including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including the Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).

No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

The Contractor agrees that the payment of the amount under the Contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of Diamond Bar, the City Council, the City Manager, and the City Engineer of any and all claims or liability on account of work performed under the Contract or any alterations thereof.

Progress Payments. The Contractor shall be entitled each month to a monthly progress payment in an amount equal to ninety-five percent (95%) of the estimated percentage of actual work completed by the end of the preceding calendar month, based on the contract price less all previous payments. Subject to the provisions of Section 22300 of the Public Contract Code, a five percent (5%) retention will be withheld from each payment. All invoices and detailed pay requests shall be approved by the Engineer before

submittal to the City for payment. All billings shall be directed to the Engineer. In all events, the City shall withhold no less than five percent (5%) of the contract price until final completion and acceptance of the work.

This payment on account shall in no way be considered as an acceptance of any part of the work or material of the Contract, nor shall it in any way govern the final estimate.

Acceptance of any progress payment accompanying any estimate without written protest shall be an acknowledgment by the Contractor that the number of accumulated contract days shown on the associated statement of working days is correct. Progress payments made by the City to the Contractor after the completion date of the Contract shall not constitute a waiver of liquidated damages.

The Contractor shall submit with its invoice the Contractor's conditional waiver of lien for the entire amount covered by such invoice; valid unconditional waivers of lien from the Contractor and all subcontractors and material-men for all work and materials included in any prior invoices;

Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or material-men.

Final Payments. After the completion of the Contract, the City Engineer shall make a final inspection of the work done thereunder, and if entirely satisfactory and complete, the City shall pay to the Contractor an amount which, when added to the payments previously made and deductions allowable to the City, will equal ninety-five percent (95%) of the contract price. Thereafter the balance of the contract price remaining unpaid shall be paid thirty-five (35) calendar days after the recording of a Notice of Completion by the City. The payment of the final amount due under the Contract and the adjustment and payment for any work done in accordance with any alterations of the same shall release the City from any and all claims on account of the work performed under the Contract or any alterations thereof.

Guarantee. The Contractor agrees for a period of one year, commencing with the Final Notice of Completion, to correct without additional charge to the City, any defects in the work performed, or in the materials furnished, by the Contractor and/or manufacturer, jointly.

Quantities and Unit Prices. All pay items will be paid for at the unit prices named in the Bid Schedule for the respective items of work. The quantities of work or material stated as unit price items on the Bid Schedule are stated only to give an indication of the general scope of the work. The City does not expressly, nor by implication, agree that the actual amount of work or material will correspond therewith, and reserves the right after the award of Contract to increase or decrease the quantity of any unit price item of work, and shall have the right to delete any Bid Item in its entirety, or to add additional Bid Items.

9-4 Final Cleanup and Closeout. Upon completion of the work, and before acceptance and final payment is made by the City, the Contractor shall clean the project site and areas occupied by him in connection with the work. All rubbish, excess materials, falsework, temporary structures, and equipment shall be removed; and all parts of the work shall be left in a neat and presentable condition.

Prior to final closeout, the Contractor shall submit the following:

- A. A complete file of operation and maintenance manuals for equipment and materials used in the work. Such file shall be bound in hardcover, three-ring binders and shall be labeled.
- B. Required written guarantees.
- C. Complete list of subcontractors and principal vendors engaged in the execution of the work, including addresses and telephone numbers.
- D. Complete and updated Storm Water Pollution Prevention Plan/Water Pollution Control Plan and Contractor certification that construction activities were in compliance with applicable National Pollutant Discharge Elimination System regulations.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract bid price paid for the various items of work and no additional compensation will be allowed therefor.

9-5 Final Inspection and Acceptance. The Contractor shall notify the Engineer a minimum of five working days in advance when a final inspection of the work is desired. If the Engineer agrees that the work is complete and ready for inspection, he will, as soon thereafter as possible, make the necessary examinations. No

final acceptance of the work shall be allowed until all check (punch) list items to be rectified have been corrected and any subsequent final inspections have been performed.

9-6 Payment for Bid Items. See "Technical Provisions" section of these Specifications.

9-7 Public Notification.

Contractor shall comply with all applicable State, County and City requirements and any additional public safety requirements which may arise in notifying the Police, Fire, Traffic and Engineering Departments, Schools and Public Transit at least 48 hours in advance of any closures, partial closures or reopening, and detours.

At least ten (10) calendar days prior to commencing work, the Contractor shall submit a detailed schedule to the City for approval. Based on the schedule, the Contractor will notify businesses, bus companies, trash and street sweeping companies, and emergency services of the proposed work.

Due to the nature of this project involving some inconvenience to businesses, a good Public Relations Program is mandatory and evidence of satisfactory past performance in this area will be required.

The City will require the Contractor to distribute two (2) "Public Notices" to each business and residence affected by the program. The first notice shall be distributed to each business and residence ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least forty-eight (48) hours prior to the start of work. Said notice shall be provided by the Contractor.

Two (2) Changeable Message Boards (CMB's) shall be placed near the project limits as directed by the City Engineer. The CMB's shall be placed at least 10 business days prior to the start of construction notifying motorists of the upcoming construction.

All complaints received by the City associated with the construction alleging damage to private property and vehicles shall be responded to by the Contractor within twenty-four (24) hours of notification. Failure to comply with this provision may result in a penalty of fifty dollars (\$50.00) per occurrence.

The Contractor shall be responsible for maintain notification signage in a serviceable manner. Signs shall indicate the date and hours of restriction.

Full compensation for conforming to the requirements of this section shall be considered as included in the price paid for various items of work involved and no additional compensation will be allowed.

9-8 NPDES Requirements.

The contractor shall conform to the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activities, NPDES No. CAS000002.

The Contractor shall protect by any means all construction related materials from being discharged from the site by the forces of wind or water. Contractor and/or any subcontractors are required to place gravel bags and fabric around all storm drain inlets, and also place gravel bags around the job site, as directed by the city Engineer, to protect polluted water from running into the storm drain systems.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

9-9 Environmental Provisions

In the event Contractor is required to dig any trench or excavation that extends deeper than 4 feet below the surface in order to perform the work authorized under this contract, Contractor agrees to promptly notify Agency in writing and before further disturbing the site, if any, of the conditions set forth below are discovered:

1. Materials that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical condition at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract.

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PART III

SPECIAL PROVISIONS

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SPECIAL PROVISIONS
FOR
DIAMOND BAR BOULEVARD RAISED MEDIAN MODIFICATION
AT MAPLE HILL ROAD PROJECT

CITY PROJECT NO. 26316

SPECIFICATIONS

The work to be done shall be performed or executed in accordance with these Special Provisions and the "Standard Specifications for Public Works Construction", Latest Edition and all subsequent supplements, hereinafter referred to as the Standard Specifications. The Standard Specifications are published by Building News, Inc. 10801 National Boulevard, Suite 100, Los Angeles, California 90034 and are included by reference only.

ADDENDA

The City Engineer may, without City Council approval, issue addenda to the Contract Documents during the period of advertising for bids for the purpose of: (a) revising prevailing wage scales or (b) clarifying or correcting Special Provisions, Plans or Bid Proposal; provided that any such addenda does not change the original scope and intent of the project.

Purchasers of contract documents will be notified and furnished copies of such addenda, either by certified mail or personal delivery, during the period of advertising.

TIME LIMIT AND NOTICE TO PROCEED

All work shall be completed within **thirty (30) working days**. A move-in period of seven (7) calendar days will be allowed starting on the date in the Notice to Proceed. The counting of working days shall start on the date the Contractor elects to start work or the last day of the move-in period, whichever occurs first. The Contractor shall utilize the move-in period to ensure that all materials required for the project will be available for the scheduled work. No additional working days will be allowed for material delay once the Contractor commences work. The Contractor shall notify the City Engineer at least seven (7) calendar days prior to the start of work.

Nothing in this section will relieve the Contractor of its obligations relative to starting work as required elsewhere in these specifications.

CHANGES IN THE WORK

Subsection 3-2.1 of the Standard Specifications is supplemented by the following:

Notwithstanding the limitation imposed by this Subsection, the City Engineer may, with City Council approval, order changes in the work which increase the contract cost by not more than ten percent (10%) of the original contract amount.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

All bidders will be required to submit information as to their industrial safety record on the form provided in the Bid Proposal. A review of this safety record will be made prior to a determination of the lowest responsible bidder, and any adverse finding as to the bidder's safety record or any bid submitted which does not contain the Contractor's Industrial Safety Record, filled out and signed by the Contractor, may be sufficient cause for rejection of the bid.

CONSTRUCTION SCHEDULE

In accordance with Subsection 6-1 of the Standard Specifications, the Contractor shall submit a written proposed construction schedule to the City Engineer ten (10) calendar days prior to the start of work. Such schedule shall be subject to the review and approval by the City Engineer. No work shall be done until the City Engineer and the Contractor have agreed to the schedule to be followed by the Contractor.

WITHHELD CONTRACT FUNDS

Pursuant to Section 4590 of the Government Code, the Contractor at its own expense may deposit securities pledged in favor of the Agency with a state or federally chartered bank as the escrow agent.

The acceptable securities are those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit.

The amount of securities to be deposited shall be equivalent to the maximum amount permitted to be withheld as specified in Subsection 9-3.2 of the Standard Specifications. Formal acceptance of the project by the Agency terminates the Agency's interest in the securities.

PUBLIC CONVENIENCE AND SAFETY

In addition to the requirement of Subsection 7-10 of the Standard Specifications and the Standard Special Provisions, the Contractor shall maintain access to all adjacent properties. Furthermore, this subsection is amended and supplemented by the following paragraphs:

DETOUR

In no case shall traffic be diverted from the existing traveled way without prior approval of the City Engineer.

TRAFFIC FLOW

In order to facilitate the flow of traffic during the contractual period, the Agency reserves the right to extend the limits of the project to include any areas where signing and delineating is deemed necessary by the Engineer.

Full compensation for complying with the above requirements shall be considered as included in the various items of work unless otherwise specified above.

CONSTRUCTION WATER

Construction water is available from the Walnut Valley Water District (WVWD) by applying for a temporary meter, which will be installed and chained to a hydrant by WVWD. Contact WVWD at telephone (909) 595-7554 to apply for construction water. Contractor to verify current charges.

SANITARY CONVENIENCE

Necessary sanitary facilities for the use of workman on the job shall be provided and maintained in an approved manner by the Contractor, properly secluded from public observation and in compliance with health ordinances and laws, and their use shall be strictly enforced by the Contractor.

STORAGE SITE

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites either located on public or private property must be approved in advance by the City Engineer.

No equipment or materials shall be stored in the public roadway right-of-way without prior written approval from the City Engineer.

SPECIAL INSPECTION FEES

If the Contractor elects to work under this contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or CITY holidays, the Contractor shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees which will be charged at the following rates:

- Monday through Fridays - \$100.00 per hour
- Saturday, Sunday, Holidays - \$1000.00 per day

Fees may be deducted from payments due to the Contractor at the discretion of the Engineer.

PROJECT COORDINATION AND NOTIFICATION REQUIREMENTS

Notification to the agencies listed below and those agencies named in Subsection 5-1 (Utility Owner and Public Agency Identifications) of the General Provisions must be in writing with proof of letter given to the City.

- | | |
|--|--|
| Walnut Valley Unified School District
880 South Lemon Avenue
Walnut, California 91789
(909) 595-1261 | Metropolitan Transit Agency
(909) 620-1871 |
|--|--|

PRE-CONSTRUCTION MEETING

The City shall arrange a pre-construction meeting with the Contractor and representatives from utility companies, which shall be held a minimum of ten (10) calendar days prior to commencement of any work.

TRASH COLLECTION SCHEDULE

No streets will be closed or have work done on day of trash collection.

Questions regarding trash collection can be directed to:

Waste Management

(626) 856-1285

(818) 960-7551

Valley Vista Services

(800)442-6454

STREET SWEEPER ROUTE SCHEDULE

All overlays shall be applied at least twenty-four (24) hours prior to sweeping of any street in the project area.

Questions regarding street sweeping can be directed to:

R.F. Dickson Co., Inc.

(800) 573-3222

REMOVAL OF MATERIALS

Materials, which are to be disposed of, include, but are not limited to:

saw-cut asphalt pavement and concrete removed for curb and gutter shall not be stored at the site but shall be removed immediately. No overnight storage of materials or debris will be allowed in the street area or surrounding areas.

COMPETENCY OF BIDDER

The bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Contract and shall be skilled and regularly engaged in the general class or type of work called for under this Contract. Contractor's License Class A, or C12 is required for this project.

BID QUANTITIES

The quantities given in the Proposal and Contract form are approximate, being given as a basis for the comparison of bids only, and the city does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any portion of the work, as may be deemed advisable or necessary by the City Engineer.

CITY EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROVISIONS

1. AFFIRMATIVE ACTION PLAN FOR EQUAL EMPLOYMENT OPPORTUNITY

The following provisions pertaining to equal employment opportunity are incorporated into this Contract. In connection with performance of work under this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, ancestry or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to race, color, sex, religion, ancestry or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship where applicable.
- b. In all advertisements for labor or other personnel, or requests for employment of any nature, the Contractor shall state that all qualified applicants will receive consideration for employment of any nature, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, ancestry or national origin.
- c. In all hiring, the Contractor shall make every effort to hire qualified workers from all races and ethnic groups.
- d. The Contractor shall be responsible for the compilation of records of the ethnic distribution of the entire project work force on forms furnished by the Agency. Said forms, indicating the ethnic distribution of man-hours of work within the various crafts and trades, shall be filed by the Contractor with the Agency every thirty (30) days.
- e. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency, advising the said labor union or worker's representative of the Contractor's commitments under this section.
- f. The Contractor shall maintain and permit access by the Agency to records of employment, employment

advertisements, application forms and other pertinent data and records of the Contractor's own work force and that of the various subcontractors on the project for the purpose of investigation to ascertain compliance with this EEO section.

g. Within ten (10) days after execution of the Contract by the Agency, the Contractor shall meet the following standards for affirmative compliance and shall ensure that each subcontractor on the project will meet these requirements within ten (10) days after receiving a Notice to Proceed from the Contractor, unless the Agency provides for a greater time period:

- (1) File with the Agency an Affirmative Action Plan indicating the steps it will take to encourage and assist qualified members of minority groups. Such affirmative action will include statements regarding recruitment, employment, compensation, promotion or demotion, and selection for training.
- (2) Provide evidence as required by the Agency that it has notified in writing all subcontractors, the Contractor's supervisors and other personnel officers of the content of this EEO section and their responsibilities under it.
- (3) Provide evidence, as required by the Agency that it has notified in writing all sources of employee referrals (including, but not limited to, unions, employment agencies and the State Department of Employment Development) of the content of this EEO section.
- (4) Notify the Agency in writing of any opposition to this EEO section by individuals, firms, unions or organizations.

h. If the Agency has reason to believe that the Contractor or a subcontractor may have committed a violation of the EEO section of this Contract or of the California Fair Employment Practice Act or of any applicable Federal law concerning equal employment practices on this project, the Agency will cause written notice to be served on the Contractor or its representative, and to any subcontractor involved in such violation. The notice shall set forth the nature of the violation. Upon the

Agency's request, the Contractor shall meet with representatives of the Agency in order to determine the means of correcting the violation and the time period within which the violation shall be corrected. If, within ten (10) days, the Contractor or subcontractor has failed or refused to remedy the violation, the Agency may notify the Fair Employment Practices Commission and pursue any other remedies, which may be available under the law.

- i. The Contractor shall include the provisions of the foregoing paragraphs 1a through 1h in every first tier subcontract and require each subcontractor to bind each further subcontractor with whom it has a contract to such provisions, so that such provisions will be binding upon each subcontractor who performs any of the work required by the Contract.

2. ANTI-DISCRIMINATION

- a. The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies are and will be treated equally by the Contractor without regard to or because of race, color, sex, religion, ancestry or national origin and in compliance with State and Federal anti-discrimination laws. The Contractor further certifies and agrees that it will deal with its subcontractors, bidders and vendors without regard to or because of race, color, sex, religion, ancestry or national origin. The Contractor agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by the City.
- b. The Contractor specifically recognizes and agrees that if the City finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of Contract upon which the City may determine to cancel, terminate or suspend the Contract. While the City reserves the right to determine individually that the anti-discrimination provisions of the Contract have been violated, in addition a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws shall constitute a finding by the

City that the Contractor has violated the anti-discrimination provisions of the Contract.

- c. At its option, and in lieu of canceling, terminating or suspending the Contract, the City may impose damages for any violation of the anti-discrimination provisions of this section, in the amount of two hundred (\$200.00) for each violation found and determined. The City and the Contractor specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because, from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

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PART IV

TECHNICAL PROVISIONS

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TECHNICAL PROVISIONS

DIAMOND BAR BOULEVARD RAISED MEDIAN MODIFICATION AT MAPLE HILL ROAD PROJECT

CITY PROJECT NO. 26316

SECTION 1 TRAFFIC CONTROL AND PUBLIC NOTIFICATION (Bid Item No. 1)

Traffic control, construction signing and traffic flow maintenance shall comply with provisions of the Caltrans Standard Specifications, dated January 2010, the 2016 "Work Area Traffic Control Handbook (WATCH) Manual), and 2014 CA Manual Uniform Traffic Control Devices.

PUBLIC CONVENIENCE

At least ten (10) calendar days prior to commencing work, the Contractor shall submit a schedule to the City for approval. Based on the schedule, the Contractor will post temporary "NO PARKING" signs at no cost to the City. Signs shall be of the format approved by the City and be posted at all intersections and along the curb line at a maximum of 200 feet between signs. Signs may be attached to existing poles, street light standards or Type-1 barricades. When necessary the Contractor shall furnish posts. The "NO PARKING" signs shall be in place not less than forty-eight (48) hours prior to performing the work; therefore a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the Engineer at least seventy-two (72) hours prior to the start of schedule change.

Changeable Message Signs

The Contractor shall provide a minimum of two (2) portable Electronic Changeable Message Signs (CMS) and shall place the CMS at least 10 days in advance of any construction at locations on Diamond Bar Blvd, where traffic enters the project limits. The CMS shall be at least six feet by nine feet (6' X 9') and each character shall consist of at least 35 disks in a 7 by 5 matrix. Each pixel shall contain at least 2 LED's for low light conditions. Each character shall be at least 18" high. Photocell control brightness of the LED's and automatic type dimming from 10 to 100 percent. CMS shall be legible from 1,200 feet. CMS manufactured by ADDCO, DH1000 DOT, or approved equal shall be used. These CMS

units and the actual working of messages must be approved by the Engineer prior to placement.

The Agency will require the Contractor to distribute one (1) "Public Notice" to each business and residence located adjacent to or across from the work. The Notice shall be distributed ten (10) calendar days prior to the start of any work. A sample copy of the Notice must be approved by the City. Said Notice shall be attached to a red information hanger provided by the Contractor and be hung on the front door knob or be delivered to the Manager in charge of the business operations.

All complaints received by the City associated with the work alleging damage to private property and/or vehicles shall be responded to by the Contractor within twenty-four (24) hours of notification. Failure to comply with this provision may result in a penalty of fifty dollars (\$50.00) per occurrence per day.

All trucks which the Contractor proposes to use that exceed the legal load limit when loaded will be required to have overweight permits from the City.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in Subsection 7-10 of the General Provisions.

PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged finished work as a result of vandalism (i.e., vehicle tracks, footprints, writing, etc.) and defective work until the Work has been accepted by the City Council.

CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "Manual of Traffic Controls for Construction and Maintenance Work Zones". The traffic control system shall be installed prior to starting work and shall not be removed until all work has been completed.

TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 7-10 of the Standard Specifications and these Special Provisions.

Payment for traffic control will be included in the **Lump Sum (LS) Price** to accomplish the work specified and shall include furnishing all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with the Standard Specifications and these Special Provisions. No additional compensation shall be allowed.

SECTION 2 **MOBILIZATION**
(Bid Item No. 2)

Mobilization shall conform to the provisions of the Standard Specifications for Public Works Construction Latest Edition.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

No additional amounts shall be paid for erosion control, Best Management Practices (BMP), erosion damage cleanup, and removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.

Best Management Practices (BMP) shall be defined as any program, technology, process, citing criteria, operating method, measure, or device, which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3, Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

Los Angeles County Department of Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
Telephone: 626-458-6959

The Contractor shall have a minimum of two readily accessible copies of each publication on the Contract site at all times plus any copies of applicable environmental mitigation plans.

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operation. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for Contractor activities shall be continuously implemented throughout the year and project time period. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service Predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or construction operation, which may produce runoff, and whenever runoff from other sources may occur.

Full compensation for the implementation of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment and materials shall be considered as included in the Mobilization price.

The Agency (City), as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The Agency will assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the Agency will deduct from the final payment due the Contractor the total amount of any fines levied on the Agency, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Payment for Mobilization shall be included in the **Lump Sum (LS) Price** (not to exceed 5% of bid total) and shall be considered full compensation for mobilization, demobilization, obtaining all business licenses and permits as required for the entire project from all related agencies including, but not limited to, utility companies, private and public agencies and the City of Diamond Bar; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work. Progress payments for mobilization bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such

mobilization and administration during the entire contract period. No additional compensation will be allowed therefore.

SECTION 3 **CLEARING, GRUBBING, AND MISCELLANEOUS REMOVALS**
AND DISPOSALS (Bid Item No. 3)

This work shall conform to the provisions of Sections 300-1 of the Standard Specifications Latest Edition with the following modifications, if applicable:

Clearing, grubbing, and miscellaneous removals and disposals shall include all native materials, Prubbles, aggregates, rock, cobblestone, trash, debris, sod and other unsuitable materials as shown or not shown on plan and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for performing all the work involved in disposing and preparing that volume of materials where existing sub-grade is to be compacted improvements are to be constructed per plan.

The sale of materials and/or improvements on the project is prohibited. Except where specifically called out for removal, the Contractor shall protect existing sod, trees, meter boxes, and other physical features shown to be protected-in place throughout the project limits.

The Contractor shall repair any damage caused by his operations.

Payment for this item shall be considered as a **lump sum (LS)** cost to accomplish the work specified on plan and this specification, and no additional compensation shall be allowed.

SECTION 4 **SAWCUT AND REMOVAL OF EXISTING ASPHALT CONCRETE**
AND BASE (Bid Item No. 4)

Payment for sawcut and removal of asphalt concrete and existing aggregate base work complete in place, will be made at the **contract unit price per square foot**. The above contract price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved, complete as detailed and as specified in these Special Provisions.

SECTION 5 **ASPHALT CONCRETE**
(Bid Item No. 5)

Asphalt concrete shall conform to Section 203-6 of the Standard Specifications for Public Works Construction **Latest Edition**. Class of asphalt concrete to be used for base course shall be Type B2-PG

64-10 and for surface course shall be C2-PG 64-10. The percent binder content for each mix shall be as follows:

<u>MIX</u>	<u>% BINDER</u>
12mm (C-2) Surface Course	5.8%
18mm (B) A.C. Replacement (Base Course)	5.4%
9mm (D-2) Leveling Course and Miscellaneous A.C. Placement	6.8%

CONSTRUCTION

All work shall conform to Section 302-5. The work shall further consist of preparing the existing street surfaces prior to the paving. Such work shall include controlling nuisance water, sweeping, watering, and removing loose and broken asphalt concrete pavement and foreign material as specified in the Standard Specifications and these Special Provisions and as required by the Engineer.

CRACK SEALING

All cracks 9mm wide and larger in width shall be cleaned and sealed with an approved crack sealant, PG 64-16 asphalt concrete mix and covered with sand. Holes, spalls and cracks greater than 1-inch in width shall be filled and compacted with PG 64-10 asphalt concrete mix. The pavement shall then be cleaned with a power broom. The cost of crack sealing shall be included in the cost of asphalt concrete.

DISTRIBUTION AND SPREADING

In addition to the requirements in Subsection 302-5.5 of the Standard Specifications, asphalt concrete shall be placed with spreading equipment equipped with fully automatic screen and grade sensing controls which shall control the longitudinal grade of the screed. Automatic controls shall conform to and be operated in accordance with the following provisions:

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day, provided the quality of the work conforms to the requirements of Subsection 302-5 of the Standard Specifications. Should the methods and equipment used for automatic control fail to result in the quality of work required by said Subsection 302-5, the paving operations will be temporarily discontinued and the Contractor shall make the necessary changes to the equipment, or furnish other equipment conforming to the requirements herein, before paving is resumed.

If it is determined by the Engineer that the existing grade and cross slope is too irregular for the automatic controls to provide the quality of work required, the use of the automatic controls shall be discontinued and the spreading equipment adjusted by manual methods. Use of the automatic equipment shall be resumed when the Engineer has determined that it is again practical and so orders.

ASPHALT TACK COAT

Prior to placement of any asphaltic paving course over an existing hard surfaced pavement, a uniform tack coat of SS-1h asphaltic emulsion shall be applied at the rate of 0.10 gallons per square yard. Prior to the placement of asphaltic material on natural ground or compacted fill the Contractor shall apply weed killer to the satisfaction of the Engineer.

The tack coat shall not be applied until the preparation of the existing surface has been completed, and then only so far in advance of placing the asphalt concrete surface course as permitted by the Engineer. No tack coat shall be left exposed overnight. Immediately in advance of placing the asphalt concrete surface course additional tack coat shall be applied, as directed by the Engineer to areas where the tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Existing concrete gutter and curb faces shall be protected against disfigurement from the asphalt. Residue of the material shall be removed from gutter and curb faces by sandblasting to the extent required by the Engineer.

The tack coat shall be applied as specified in Subsection 302-5.4 of the Standard Specifications and these Special Provisions. The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40° F in the shade.

ROLLING

In addition to the requirements of Subsection 302-5.6 of the Standard Specifications, the number of rollers required for each paving operation shall be such that all rolling for density shall be completed before the temperature of asphalt concrete mixture drops below 240° F.

Breakdown rolling shall commence when the asphalt concrete is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

TEST REPORTS AND CERTIFICATION

At the time of delivery of each shipment of asphalt, the vendor supplying the material will deliver to the purchaser certified copies of the test report shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, and results of the specified tests. The test report, signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the Specifications for the type and grade indicated. The certified test reports and the testing required in connection with the reports shall be at no cost to the Agency.

Until the certified test reports and samples of the material have been checked by the Engineer to determine their conformity with the prescribed requirements, the material to which such report relates and any work in which it may have been incorporated as an integral component, will be only tentatively accepted by the City. Final acceptance will be dependent upon the determination by the Engineer that the material involved fulfills the prescribed requirements.

PAYMENT

Payment for asphalt concrete work complete in place, will be made at the **contract unit price per ton** and no separate payment will be made therefore. No separate measurement and payment will be made for asphalt tack coat. The above contract price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved, complete as detailed and as specified in these Special Provisions.

SECTION 6 **SAWCUT AND REMOVAL OF EXISTING MEDIAN CURB** *(Bid Item No. 6)*

Payment for sawcut, removal of existing median curb work complete in place, will be made at the **contract unit price per linear foot**. The above contract price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved, complete as detailed and as specified in these Special Provisions.

SECTION 7 **PCC MEDIAN CURB and CONCRETE MOW STRIP**
(Bid Item No. 7)

Construction of concrete improvements shall conform to the requirements of Section 201-1 of the Standard Specifications for Public Works Construction **Latest Edition** and concrete class shall be 520-C-2500 (310-C-17).

Payment for constructing PCC curb and Concrete mow strip as shown on plan shall be at the unit bid price **per linear foot**. The work shall include all labor, material, tools, equipment and incidentals for forming, installation of joint expansion material as needed and required by the Engineer, pouring and finishing of new PCC curb and concrete mow strip, protection of the newly installed improvement against vandalism, saw cutting, excavation, removal and hauling away of adjacent pavement to a minimum width of twelve inches and depth of existing pavement plus one inch, preparation and compaction of sub-grade to 95% relative compaction and construction of new pavement, and there shall be no additional compensation for this item of work.

SECTION 8 **CONSTRUCT COBBLESTONE PAVING**
(Bid Item No. 8)

Cobblestone paving shall be placed or constructed at the median locations and per details shown on the plan, as directed by the Engineer and these special provisions. Cobblestone samples shall be provided to the Engineer for approval 7 days in advance. Cobblestone Paving shall be placed using 4-10 inch rounded water worn cobbles into cement grout with 2/3 of their thickness in a neat and clean manner. Minimize visible exposed grout. After the cobblestone has been placed the excessive grout shall be carefully removed and raked in a smooth joint (no protrusion of the grout will be permitted). The final surface will be sealed with water sealer. Full compensation for cobblestone shall be considered as included in the contract price paid **per square foot** for cobblestone paving and no separate payment will be made therefore.

SECTION 9 **SLURRY SEAL**
(Bid Item No. 9)

Slurry seal Type II shall be applied within the areas as specified on plan. Emulsion-aggregate slurry composition and construction shall conform to the requirements of Sections 203-5 and 302-4 of the Standard Specifications for Public Works Construction **Latest Edition**.

Payment for the application of slurry seal as shown on plan shall be at the unit bid price **per square foot**. The work shall include

all labor, material, tools, equipment and incidentals for the composition, application and construction of slurry seal complete and there shall be no additional compensation for this item of work.

Latex Asphaltic Emulsion (2%) for Slurry Seal: The emulsified asphalt shall conform to the requirements ASTM Specifications for 2% SBR latex-modified seals. This emulsion shall be homogeneous and show no separation after thorough mixing. It shall break and set on the aggregate within five (5) minutes and be ready for cross-traffic within five to thirty minutes.

Seal Coat Overlay:

Description: Clean and apply (1) coat of "Overkote" sealcoat by Diversified Asphalt Products or approved equal. The mineral aggregate used shall be of the type and grade specified for micro-surfacing. The aggregate shall be manufactured crushed stone such as granite, slag, limestone, chat or other high quality aggregate or combination thereof. A sand equivalent of 65 or higher is required. The aggregate shall have a weighted loss of not more than 25% when subjected to the four-cycle soundness test using magnesium sulfate in accordance with ASTM C88. Pavement surface to be sealed shall receive one (1) coat of sealer.

A primary seal coat application of a minimum thirty (30) gallons of undiluted sealer per one thousand (1,000) square feet of area shall be done to smooth out the rough surface. The surface after this primary application shall be uniformly smooth and show no evidence of coarse or uneven texture. After application, the surface shall be allowed at least twenty-four (24) hours for complete curing. The Contractor shall protect all manhole and valve covers from seal coat by oiling or masking.

Materials and Construction: Pavement coating shall be of the type that may be applied cold. It shall be composed of a refined petroleum asphalt emulsion, fillers, and fibers such as Overkote manufactured by Reed and Graham, Inc., or approved equal.

Surface Preparation: Immediately prior to applying the Slurry Seal, the surface shall be cleared of all loose material, oil spots, vegetation and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before Slurry surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the Slurry Seal by a suitable method. The Project Manager shall approve the surface preparation prior to surfacing.

Traffic Control: Suitable methods shall be used by the contractor to protect the Slurry Seal from damage from all types of vehicular traffic. Opening to traffic does not constitute acceptance of the work. The Project Manager shall be notified of the methods to be used. In areas that are subject to an increased rate of sharp-turning vehicles, additional time may be required for a more complete cure of the Slurry Seal mat to prevent damage. Slight tire marks may be evident in these areas after opening but will diminish over time with rolling traffic. If these areas are not severely rutted, they should be considered as normal characteristics of a Slurry Seal.

Clean Up: All areas, such as man-ways, gutters and intersections, shall have the Slurry Seal removed as specified by the Project Manager. The Contractor shall remove any debris associated with the performance of the work on a daily basis. Payment:

Payment for the application of seal coat overlay as shown on plans shall be at the unit bid price **per square foot**. The work shall furnish all materials; for preparation, mixing and applying these materials; and for all labor, equipment, tools, test design, cleanup and incidentals necessary to complete and warrant the job as specified herein and there shall be no additional compensation for this item of work.

SECTION 10 **REMOVE EXISTING AND INSTALL NEW STRIPING, PAVEMENT MARKINGS AND RETROREFLECTIVE PAVEMENT MARKERS**
(Bid Item No. 10)

Contractor shall completely remove existing striping, ceramic pavement markers and pavement markings as shown on plans by appropriate means to the satisfaction of the Engineer and install two coats of new striping seven (7) days apart, pavement markings, and ceramic pavement markers with Bituminous pavement marker adhesive as shown on plan, including refurbished limit lines as shown on plans. Removal and installation of new striping, pavement marking and ceramic pavement markers shall be in accordance with the latest edition of Caltrans Standard Specifications-Section 86.

Payment for work associated with the removal and installation of new striping, pavement markings and ceramic pavement markers shall be at the **lump sum price** of the contract and there shall be no additional compensation for this item of work.

SECTION 11 **RELOCATION OF SIGNS IN MEDIAN**
(Bid Items No. 11)

Signs shall conform to the provisions in Section 56, "Signs," of the Caltrans Standard Specifications, the State Specifications for

Reflective Sheeting on Aluminum Signs, the State Specifications for Aluminum Single-Sheet and Laminated-Panel Signs and these Special Provisions. The Work to be done hereunder consists of relocating existing signs and sign posts in the median.

Payment for work of this item shall be at contract unit price **per each** and there shall be no additional compensation for this item of work.

SECTION 12 **RESTORATION OF LANDSCAPE AND IRRIGATION SYSTEM**
(Bid Item No. 12)

Restoration of landscape and irrigation system as shown on plan or not shown but required shall conform to the requirements of Sections 212 and 308 of the Standard Specifications for Public Works Construction **Latest Edition**.

Payment for work of this item shall be at contract **lump sum (LS) price** and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved. There shall be no additional compensation for this item of work.

SECTION 13 **COMMUNICATION/FIBER OPTIC INFRASTRUCTURE**
(Bid Item No. 13)

COMMUNICATION/FIBER OPTIC INFRASTRUCTURE
(Bid Item No.13)

REMOVING AND REPLACING IMPROVEMENTS - Removal and replacement of improvements shall conform to the provisions in Section 86-2.02, "Removing and Replacing Improvements," of the State Standard Specifications and these special provisions.

CONDUIT - All conduit installed for this project is considered interconnect conduit and shall meet the requirements of this Section for conduit unless otherwise noted on the Plans. Wherein this section a reference is made to pull box, it shall be understood that the requirement applies to splice vaults or any combination of pull boxes and splice vaults as applicable.

All conduits to be installed shall conform to the State Standard Specifications Section 86- 2.05A "Material", unless otherwise approved by the Engineer. All conduits to be installed shall be Type 3 Schedule 80 Polyvinyl Chloride (PVC) for trench in pavement applications and directional drilling.

The Contractor shall install all conduit in conformance with Section 86-2.05C, "Installation", of the State Standard

Specifications, unless otherwise directed by these Technical Provisions.

The minimum bend radius for interconnect conduit shall be 36 inches for 3 inch conduit and 24 inches for 2 inch or smaller conduit or duct. The sum of the angles for all interconnect conduit bends between two consecutive pull boxes along the trunk line shall not exceed 270°.

When obstructions are encountered during installation and interconnect conduit cannot be economically located elsewhere, the obstruction shall be bypassed by deflecting the conduit at a rate of at least 10:1. Maximum 90° bends may be used to avoid obstructions at locations where 10:1 deflection is not possible provided the least degree bend needed to clear the obstruction is used. The cost of all conduit bends shall be considered in the unit cost of conduit and no additional cost to the City.

Adhere to the minimum and maximum depth requirements for conduit shown in the plans, except that conduit sweeps into pull boxes may be placed at the required depth to achieve proper alignment.

FIBER OPTIC SPLICE - Splices for indoor fiber cable shall be housed in a wall-mounted fiber optic splice unit or integrated fiber optic termination unit. Coil 15 of slack fiber optic cable and stow it in the rack.

All splices shall be protected and stored in underground splice closures for outdoor installations and in fiber optic splice units or integrated fiber optic splice and termination units for indoor installations.

For indoor installations, the fiber optic cable shall enter the fiber optic splice unit or integrated fiber optic splice and termination unit. The fiber optic cable sheath and central member shall be secured inside the unit prior to buffer tube fan-out. All entry holes not utilized shall be plugged. Buffer tubes with fiber designated for splicing shall be routed into and secured in a splice tray. Remaining buffer tubes shall be secured within the splice unit and not accessed.

All splices shall be accomplished by means of the fusion splice technique that does not induce more than 0.1 dB attenuation for each splice. Splices found to exceed 0.1 dB attenuation shall be re-spliced, at no additional cost, until this requirement is met.

Each splice shall be packaged in a protective heat-shrink sleeve and secured in the splice tray. The heat-shrink sleeve shall be approved for use by the fiber optic cable manufacturer and

installed in such a manner as to protect the fiber from scoring, dirt accumulation, moisture intrusion, and microbending.

Splice all fibers in a buffer tube within the same splice tray. When splicing to fiber optic pigtailed, use spiral wrap (or similar approved method) to group and protect pigtailed routed from each splice tray to the corresponding patch panel.

Fiber optic cable splices will fall into one of the following categories.

Mid-cable splices: Perform mid-cable splices when splices are not required for all fibers of a cable. Only fibers within a buffer tube that are designated for splicing shall be accessed and spliced. All fibers of a buffer tube containing a spliced fiber shall be secured neatly within the splice tray. The remaining fibers in the buffer tube that are not designated for splicing shall be protected and not cut. Removal of the buffer tube to access the fibers shall be accomplished using equipment specifically designed for buffer tube removal without damaging the individual coated fibers (Siecor OFT -000 or equivalent).

Full-cable splice: All fibers, including spares, shall be spliced together to provide a continuous optical path. All fibers shall be secured neatly within the splice trays.

Full-cable splices may be performed, subject to Engineer's approval, when the required length exceeds the maximum length of fiber optic cable available on a reel. If needed, and approved by the Engineer, full-cable splices may be performed at no additional cost or increase in any material quantities.

FIBER OPTIC TERMINATION - Use SC connectors for terminating fiber optic cables to equipment and patch panels in field cabinets.

Measured attenuation at each termination (inclusive of 2 connectors and coupler) shall not exceed 0.5 dB.

Fiber terminations shall be neatly, and permanently labeled on the connector module to designate transmit or receive (when appropriate) and the fiber optic string number or other designation as determined by the ENGINEER. Spare fibers shall be terminated when called for by the Plans, and labeled as determined by the ENGINEER.

Protective covers shall be used on all optical connectors and terminations at all times until terminated.

Payment for work of this item shall be at contract Lump Sum (LS) price and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved. There shall be no additional compensation for this item of work.

SECTION 14 PROTECTION OF EXISTING TREES

The Contractor shall abide by the following Tree Protection Specifications to ensure that existing trees in the project area are protected. Failure to abide by the Tree Protection Specifications shall subject the Contractor to tree replacement costs and penalty fees as provided herein.

REPORTING DAMAGE TO PROTECTED TREES

Any damage or injury to protected trees shall be reported within 4-hours to the Parks and Maintenance Superintendent so that mitigation can take place. All mechanical or chemical injury to branches, trunk or to roots over 2-inches in diameter within the drip line shall be reported. In the event of injury, the following mitigation and damage control measures shall apply:

1. Root injury: If trenches are cut and tree roots 2-inches or larger are encountered they must be cleanly cut back to a sound wood lateral root. The end of the root shall be covered with either a plastic bag and secured with tape or rubber band, or be coated with latex paint. All exposed root areas within the drip line shall be backfilled or covered within one hour. Exposed roots may be kept from drying out by temporarily covering the roots and draping layered burlap or carpeting over the upper 3-feet of trench walls. The materials must be kept wet until backfilled to reduce evaporation from the trench walls.

2. Bark or trunk wounding: Current bark tracing and treatment methods shall be performed by a qualified tree care specialist within two days.

3. Scaffold branch or leaf canopy injury: Contact Parks and Maintenance Superintendent to remove broken or torn branches back to an appropriate branch capable of resuming terminal growth. Also contact the Parks and Maintenance Superintendent if leaves are heat scorched from equipment exhaust pipes.

PENALTY FOR DAMAGE TO PROTECTED TREES

1. In the event that protected trees or their roots have been damaged, the Contractor shall be subject to the penalty rate of \$100.00 per inch of damage. Measurement of the damage shall be the

width of the wound measured across the grain at the widest point. Penalty fee shall be paid to the City and deposited to the general fund as required.

2. If damage results in the need to remove protected tree(s), as determined by the Parks and Maintenance Superintendent, tree(s) shall be replaced with 24-inch to 48-inch box tree(s) (size to be determined by the Parks and Maintenance Superintendent). All related costs to be paid by the Contractor, plus, as a penalty the Contractor shall pay to the City the assessed value of the protected tree(s) removed. Penalty fee shall be paid to the City and deposited to the general fund as required.

Note: "Within the Drip Line" as used in the Tree Protection Specifications is defined as the area below the branches of tree, plus one-foot beyond end of farthest reaching branches on opposite sides of tree.

There shall be **no compensation** for this item of work.

PART V
APPENDICES

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APPENDIX A
STREET SWEEPING

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STREET SWEEPING SCHEDULE



Month	Day	Time		
JANUARY 2015	Su	1 2 3 4 5 6 7		
	M	8 9 10 11 12 13 14		
	Tu	15 16 17 18 19 20 21		
	W	22 23 24 25 26 27 28		
	Th	29 30 31		
	* 1 - Holiday			
	* 2 - Sweeping Day			
FEBRUARY 2015	Su	1 2 3 4		
	M	5 6 7 8 9 10 11		
	Tu	12 13 14 15 16 17 18		
	W	19 20 21 22 23 24 25		
	Th	26 27 28		
	* 1 - Holiday			
	* 2 - Sweeping Day			
MARCH 2015	Su	1 2 3 4 5 6 7 8		
	M	9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31		
	* 1 - Holiday			
	* 2 - Sweeping Day			
	APRIL 2015	Su	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	
		* 1 - Holiday		
		* 2 - Sweeping Day		
MAY 2015		Su	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	
		* 1 - Holiday		
		* 2 - Sweeping Day		
		JUNE 2015	Su	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
	* 1 - Holiday			
	* 2 - Sweeping Day			
	JULY 2015		Su	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
* 1 - Holiday				
* 2 - Sweeping Day				
AUGUST 2015			Su	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
		* 1 - Holiday		
		* 2 - Sweeping Day		
		SEPTEMBER 2015	Su	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
	* 1 - Holiday			
	* 2 - Sweeping Day			
	OCTOBER 2015		Su	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
* 1 - Holiday				
* 2 - Sweeping Day				
NOVEMBER 2015			Su	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
		* 1 - Holiday		
		* 2 - Sweeping Day		
		DECEMBER 2015	Su	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
	* 1 - Holiday			
	* 2 - Sweeping Day			

NOT SURE OF YOUR SWEEPING DAY OR TIME?
 Sweeping squares posted in your neighborhood.
 Call 909.839.2228 for more information.
 * 1 - Holiday
 * 2 - Sweeping Day

City of Diamond Bar
 21810 Copeland Ave
 Diamond Bar, CA 91765
 909.839.2228
www.dbar.ca.gov



**APPENDIX B
CONSTRUCTION AND DEMOLITION
REQUIREMENTS**

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Construction and Demolition Requirements

I. Hauling and Recycling

Construction and demolition debris comprise a significant percentage of the City's overall waste stream. The State of California mandates that the City of Diamond Bar meet the state diversion requirements. In order to accurately monitor and report all construction and demolition debris generation and diversion activities, all materials must either be hauled and processed by a City franchised contractor or by a licensed demolition contractor subject to compliance with specific permitting and reporting requirements as prescribed below.

A. Franchise Hauler

The City has two franchised contractors based on the criteria below:

For new construction sites regardless of residential or commercial:
Contact Valley Vista Services (626) 961-6291

For all redevelopment of existing residential sites:
Contact Waste Management Inc. (909) 599-1274

B. Non-Franchise Hauler

If a property owner or contractor utilizes a third party to haul construction and demolition debris, the right of first refusal must be given to the City's franchise haulers identified above. In the event that a construction or demolition contractor itself, without engagement of a third party hauler elects to self haul utilizing a truck or other means of transport, the contractor will be required to demonstrate through submittal of weight ticket receipts that 50% of the debris removed from the construction site has been recycled at the time of the final building inspection with the following requirements:

1. A report reflecting the following information:

- The estimated volume or weight of construction and demolition debris, listed for each material;
- The estimated volume or weight of construction and demolition debris that can be diverted listed for each material;
- The estimated volume or weight of construction and demolition debris that will be landfilled as waste; and
- Identification of the vendor or facility that will collect or receive the construction or demolition debris.

2. Pay AB939 fee of \$6.00 per bin and \$40 per roll off for all non- franchise hauler containers (revenue code CD Waste)

3. Fill out Attachment A

II. Permit Expiration

Demolition permits shall expire by limitation and shall become null and void if the work authorized by such permits is not substantially commenced within 45 calendar days from the permit issuance date or as otherwise specified by the City.

III. AQMD Requirements

Notification of Demolition or Asbestos Removal should be completed, signed, mailed and fee paid by the contractor performing the removal and/or demolition project to AQMD at 21865 Copley Drive, Diamond Bar, CA, 91765 (909)396-2336.

Last updated March 14, 2008

Attachment A

Form for Non-Franchise Haulers for Construction and Demolition Requirements

Company and Project Info:

Name of licensed demolition contractor hauler or self hauling company _____

Address of Company _____ City _____

Zip Code _____ Phone Number _____

Address and Name of Project Site

Type of recyclable material or waste material to be transported for this project

Report Information:

Please submit this information prior to final building inspection.

A report reflecting the following information:

- The estimated volume or weight of construction and demolition debris, listed for each material;
- The estimated volume or weight of construction and demolition debris that can be diverted listed for each material;
- The estimated volume or weight of construction and demolition debris that will be landfilled as waste; and
- Identification of the vendor or facility that will collect or receive the construction or demolition debris.

AB 939 Fee Payment:

Pay AB939 fee of \$6.00 per bin and \$40 per roll off for all non- franchise hauler containers

Type of Container _____ number of container _____

Paid date (office use only) _____ (revenue code CD Waste)

Agreement and Signature:

The property owner agrees to submit documentation to demonstrate compliance with the 50% diversion requirement for construction debris and shall indemnify and hold harmless the City for damage and liability, including any financial liability, fines and penalties, associated with using a non-City franchised hauler and failing to satisfy diversion requirements.

Property Owner Signature Print Name Date

Self Hauler Signature Print Name Date

Last updated March 14, 2008

