

THE CITY OF
POMONA
Redevelopment Department



**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR**

**PHILLIPS RANCH IMPROVEMENT &
WAY FINDING SIGN PROGRAM**

Bid Specification No. 1025.9

BIDS DUE: 4:30 P.M., October 20, 2009

City Hall, 505 South Garey Ave., Box 660, Pomona, CA 91769 (909) 620-3763

CITY OF POMONA

PHILLIPS RANCH IMPROVEMENT & WAY FINDING SIGN PROGRAM

Section	Page No
INDEX	
AGREEMENT	D-1 to D-2
CITY-GENERAL CONDITIONS	GC-1 to GC-4
BID GENERAL	SP-1 to SP-19
BID SPECIAL PROVISIONS	A1-21 to A1-22
BID SIGNAGE SPECIFICATIONS SCOPE & SPECIAL PROVISIONS	A1-23 to A1-30
BID INSTALLATION GENERAL	A1-31 to A1-32
BID OTHER ISSUES-WORK COMPLETION	A1-33 to A38
NOTICE INVITING SEALED BIDS	A11-A12
MBE/DBE/WBE POLICY AND GUIDELINES AND GOOD FAITH EFFORT/TABLE	A0 to A10
INSTRUCTIONS TO BIDDERS	B1 to B5
BIDDER'S PROPOSAL, Bidders Guaranty/Bid Bond, Contractors License Affidavit, Articles of Incorporation, City of Pomona Business License, Cert of Liability & Worker's Comp Insurance, Non-collusion Affidavit, Resolution of claims, Information Required of Bidders, Workers Compensation Insurance Affidavit, Apprentice Standards, OSHA Permit Application	C1 to C17
Faithful Performance Bond	C18
Labor and Material Bond	C19
ADDENDIX A	1-18
ADDENDIX B	1-7

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF POMONA, CALIFORNIA**, hereinafter referred to as the "**City**", **Party of the First Part**, and _____,

hereinafter referred to as the "**Contractor**", **Party of the Second Part**.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to construct the work as awarded by the City Council on _____, under the City's Base Bid specification for the **"PHILLIPS RANCH IMPROVEMENT & WAYFINDING SIGN PROGRAM, SPECIFICATION NUMBER 1025.9"**, and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his own proper cost and expense all tools, equipment, labor and materials necessary therefore, except such material and equipment as in said specifications as expressly stipulated to be furnished by said City, and to do everything required by this Agreement and the said specifications and Drawings.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said Specifications are expressly stipulated to be borne by said City, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said Drawings and Specifications and in accordance with the requirements of the Redevelopment Director, said City will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Sheets of the Proposal hereto attached.

ARTICLE III: All work to be done under this contract shall be completed within **sixty (60)** calendar days, beginning on the date stipulated in the written Notice to Proceed issued by the Redevelopment Director.

ARTICLE IV: The City hereby promises and agrees with said Contractor, to employ and does hereby employ said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, to hereby agree to the full performance of the covenants herein contained.

ARTICLE V: The Notice Inviting Sealed Bids, the Instructions to Bidders, the Proposal, the Specifications, plans referenced and site descriptions mentioned herein, and all other items as listed on the Index of the Specifications package, all addenda issued by the City with respect to the foregoing prior to the opening of bids, and all appendices hereto, are here by incorporated in and made part of this Agreement.

[] This agreement is executed by the **City** pursuant to **Pomona City Code Section 2-1002.c City Managers Authority to Award Contracts** where forth The City Council hereby delegates the authority to award informal contracts, in accordance with this division, to the City Manager or her designee.

[X] This agreement is executed by the **CITY** pursuant to **City Council Minute Order** for Agenda Item No. _____ approved by its Governing Body in session on _____, 2009, authorizing the same and **CONTRACTOR** has caused this agreement to be duly executed.

CITY OF POMONA, CALIFORNIA
Party of the First Part

Dated _____, 2009

By: _____
CITY MANAGER

ATTEST:

CITY CLERK

Dated _____, 2009

By: _____
CONTRACTOR
Party of the Second Part

By: _____
AUTHORIZED REPRESENTATIVE

TITLE
(Attach acknowledgment for Authorized Representative of Contractor.)

Approved as to form:

CITY ATTORNEY

CITY OF POMONA
GENERAL CONDITIONS

The general conditions which shall apply to this contract shall be set forth in **Standard Specifications for Public Works Construction, latest edition, plus any supplements, California Manual on Uniform Traffic Control Devices for Streets and Highways latest edition**, published by Building News, Inc., 3055 Overland Avenue, Los Angeles, California 90034. Copies of such Standard Specifications may be obtained directly from the publisher. Such Standard Specifications are referred to and by such reference are made a part hereof as though set forth at length. The Contractor shall comply with all said Standard Specifications in carrying out his work under the contract herein. In addition to said Standard Specifications, the following conditions shall also apply to the work under this contract.

LEGAL ADDRESS OF CONTRACTOR: The address given in the Contractor's proposal on which the contract is founded is hereby designated as the place to which all notices, letters and other communications to the Contractor shall be mailed or delivered. The mailing to or delivering at the above named place of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to and approved by the Redevelopment Director.

RECOVERY OF DAMAGES: The making of an estimate and payment in accordance therewith shall not preclude the City from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

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

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

ALLOWABLE VARIATION: When in these specifications a maximum or minimum either in size, percentage or thickness or relating to quality, character or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed thereby.

PROTECTION OF PUBLIC UTILITIES: The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay is caused by failure of the City or owner of a public utility to provide for removal or relocation of existing utility facilities. The provisions of this section are those required by Section 4215 of the Government Code of the State of California.

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

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

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

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

The Contractor/Vendor shall enclose with his bid a Compliance Report stating that he will pursue an affirmative course of action as required by the affirmative action guidelines.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

5-1.03 PAYROLL RECORDS: The Contractor's attention is directed to the following provisions of Labor Code Section 1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by his Subcontractors.

(a) Each Contractor and Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the public work.

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

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

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

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

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

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

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

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

(g) The contractor shall have **10 days** in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the **10 day period**, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit **twenty-five dollars (\$25)** for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

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

5-1. ASSIGNMENT OF ANTITRUST ACTIONS: The Contractor's attention is directed to the following provision of the Public Contracts Code, Section 7103.5 which shall be applicable to the Contractor and his Subcontractors:

"In entering into a public works contract or a Subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

CONSTRUCTION SCHEDULES: The Contractor must provide to the Redevelopment Director within five (5) days after receiving the "Notice to Proceed", a construction schedule in the format of a Gantt Chart using the computer program format in Microsoft Project 4.0 for Windows. The Contractor must also provide a CD of said chart at the time of submittal of said schedule. Any change in the construction schedule will require the Contractor to provide additional charts and CD copies of those changes to the Redevelopment Director within two (2) working days.

CONSTRUCTION TIME SCHEDULES: The Contractors regular hours of work will be from 7:00 AM until 4:00 PM on all work days as defined in Section 6-7.2 (S.S.P.W.C.) or as specified in these contract documents and specifications.

- a. In respect to work performed under the Contract, the third item of the first paragraph of Subsection 6-7.2, of the standard Specifications shall be deemed revised to read as follows:

The following days during 2009 have been designed as holidays by the City of Pomona:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day.....	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day.....	July 4 (City Hall will be closed onJuly 3rd in celebration)
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Holiday Observed	December 25

**CITY OF POMONA
PHILLIPS RANCH IMPROVEMENT &
WAYFINDING SIGN PROGRAM**

1. GENERAL

A. THE REQUIREMENT: All work embraced herein shall be accomplished in accordance with the applicable portions of the "**Standard Specifications for Public Works Construction**" latest edition, plus any supplements, published, herein referred to "**Standard Specifications**", except as modified by the General Conditions, these Special Provisions, Standard Drawings and the Project Plans. In addition to the above, the Contractor shall comply with the requirements of the following:

- (1) Notice Inviting Sealed Bids
- (2) Instructions to Bidders
- (3) Proposal
- (4) Bid Bond
- (5) Information Required of Bidder
- (6) Agreement
- (7) Faithful Performance Bond
- (8) Labor and Material Bond

B. DEFINITION OF TERMS: Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

- (1) Agency - The City of Pomona, California
- (2) Board - The Pomona City Council
- (3) Redevelopment Director - The City of Pomona Redevelopment Director, acting either directly or through authorized agents.
- (4) Other terms appearing in the Standard Specifications, the General Conditions and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

C. PROJECT LOCATIONS: Scope of Work

- (1) The location of the work, its general nature, extent, form and detail of the various features are shown on drawings accompanying and made a part of these specifications.

D. PROJECT DESCRIPTION:

This project consists of the fabrications and installation of various types of signs at various locations in and around the community of Phillips Ranch in the City of Pomona. The work includes: fabrication of signs; installation of seven (7) signs as shown on the plans; installation including foundations for signs; modifications to existing landscape and electrical service connections.

E. COMPLETION OF WORK:

- (1) All work to be done under this contract shall be completed within **Sixty (60)** calendar days beginning on the date stipulated in the written "**Notice to Proceed**" by the **Redevelopment Director**.
- (2) In the event that the Redevelopment Director shall be of the opinion that the work is being inadequately or improperly prosecuted in any respect, he may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

F. FINAL INVOICE AND PAYMENT:

- (1) Whenever in the opinion of the Redevelopment Director the Contractor shall have completely performed the contract on his part, the Redevelopment Director shall notify the City that the contract has been completed in its entirety. He shall request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City, in the office of the Los Angeles County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the Redevelopment Director for approval a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the Redevelopment Director shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Redevelopment Director's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, less ten percent (10%) of the total work done.
- (2) On the expiration of **thirty-five (35) days** after the filing of the **Notice of Completion** of the work, the City shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract, and shall release the faithful performance bond and the labor and material bond.
- (3) "Pursuant to Section 22300 of the Public Contract Code, securities as defined in said section may be substituted for monies withheld under this section."

G. NO PERSONAL LIABILITY: No agent of the City of Pomona shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the City nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

H. UNPAID CLAIMS: If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Section 3084 of the Civil Code of the State of California, any person or persons claiming to have performed any labor or furnished any material, supplies or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the City a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that

already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the City or against any agent or agents thereof any action to enforce such claim, the City shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contracts shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the City shall in its discretion permit the Contractor to file such additional bond as is authorized by Section 3196 of the Civil Code, in a penal sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim. "Pursuant to Section 22300 of the Public Contract Code, securities as defined in said section may be substituted for monies withheld under this article."

- I. **ADDITIONAL SURETY:** If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Redevelopment Director are or become insufficient, he may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Redevelopment Director within **fifteen (15) days** after notice, and in default thereof the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.
- J. **WATER POLLUTION:** The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his operations so as to prevent Portland cement, asphalt pavement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

The Contractor must comply with all required NPDES regulations.

No additional amounts shall be paid for erosion control, erosion damage, clean up, removal of debris from the project site, **NPDES requirements**, or removal of soil deposited on public streets by construction traffic. The Contractor must implement the approved SWPPP during the course of construction.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

- K. **SOUND CONTROL REQUIREMENTS:** The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 9:00 P.M. and 6:00 A.M. shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers or transient equipment that may or may

not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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 therefor.

- L. PERMITS AND LICENSES:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

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

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

- M. PAYMENTS:** Attention is directed to Subsection 9-3 of the Standard Specifications for partial payment and final payment requirements. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

- N. INCREASED OR DECREASED QUANTITIES:** If the total pay quantity of any item of work varies by more than 25 percent (25%), compensation payable to the Contractor will be determined in accordance with the applicable portions of Section 3 of the Standard Specifications.

When the compensation payable for the number of units of an item of work performed in excess of 125 percent (125%) of the Redevelopment Director's estimate is less than \$1,500 at the applicable contract unit price, the Redevelopment Director reserves the right to make no adjustment in said price if he so elects, except that an adjustment will be made if requested in writing by the Contractor. Such Contractor's request shall be accompanied by adequate, detailed data to support costs of the item.

Should the total pay quantity of any item of work required under the contract be less than 75 percent (75%) of the Redevelopment Director's estimate therefor, the Redevelopment Director reserves the right to make no adjustment in said price if he so elects, except that an adjustment will be made if requested in writing by the Contractor. Such Contractor's request shall be accompanied by adequate detailed data to support costs of the item.

- O. LEGAL ACTIONS AGAINST THE CITY:** In the event litigation is brought against the City concerning compliance by the City with State or Federal laws, rules or regulations applicable to highway work, the provisions of this section shall apply.

- (1) If, pursuant to court order, the City prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specification unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.
- (2) If, pursuant to court order (other than an order to show cause) the City is prohibited from requiring the Contractor to perform all or any portion of the work, the City may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.
- (3) If the final judgment in the action prohibits the City from requiring the Contractor to perform all or any portion of the work, the City will either eliminate the enjoined work pursuant to Sections 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.
- (4) Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:
 - (a) The Redevelopment Director will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Redevelopment Director, the Contractor shall:
 - [1] Stop all work under the contract, except that specifically directed to be completed prior to acceptance.
 - [2] Perform work the Redevelopment Director deems necessary to secure the project for termination.
 - [3] Remove equipment and plan from the site of the work.
 - [4] Take such action as is necessary to protect materials from damage.
 - [5] Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Redevelopment Director.
 - [6] Provide the Redevelopment Director with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Redevelopment Director may request.
 - [7] Dispose of materials not yet used in the work as directed by

Redevelopment Director It shall be the Redevelopment Director's responsibility to provide the City with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

- [8] Subject to the prior written approval of the Redevelopment Director, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Redevelopment Director, the Contractor shall assign to the City all the right title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
- [9] Furnish the Redevelopment Director with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.
- [10] Take such other actions as the Redevelopment Director may direct.
- (b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:
 - [1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the City for use in the work and unused, shall terminate when the Redevelopment Director certifies that such materials have been stored in the manner and at the locations he has directed.
 - [2] The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the City.
 - [3] When the Redevelopment Director determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he will recommend that the Redevelopment Director formally accept the contract, and immediately upon and after such acceptance by the Redevelopment Director, the Contractor will not be required to perform any further work thereon and shall be relieved of his contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the Redevelopment Director
- (c) The total compensation to be paid to the Contractor shall be

determined by the Redevelopment Director on the basis of the following:

- [1] The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

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

- [2] A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Redevelopment Director that it is reasonably probable that he would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.
- [3] The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City or otherwise disposed of as directed by the Redevelopment Director
- [4] A reasonable allowance for the Contractors administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his Subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the City at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Redevelopment Director, the Redevelopment Director may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his opinion the amount thus paid, together with all amounts previously paid allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

- P. PUBLIC SAFETY:** The attention of the Contractor is directed to Subsection 7-10.4 of the Standard Specifications and is cautioned that the Standard Specifications apply to demolition and/or removal work as well as construction work. Strict compliance with State and local safety requirements will be enforced.
- Q. TRENCHING:** In accordance with Section 6705 of the California Labor Code, no contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the contractor and acceptance by the awarding body or by a registered civil or structural engineer, employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees.

The terms "public works" and "awarding body", as used in this section, shall have the same meaning as in Sections 1720 and 1722, respectively, of the Labor Code.

(Added by Stats. 1973, c. 993, p. 1953, ' 103, eff. Oct. 1, 1973.)

Full compensation for sheeting, shoring, bracing, sloping and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item and no additional compensation will be allowed therefor.

- R. CHANGES IN WORK:** All changes in the work shall comply with Section 3 of the Standard Specifications.

When extra work is to be paid for on a force account basis, the labor, materials, equipment rental and other items of expenditures, the percentage of markup applied to the Contractor's direct cost for all overhead and profit shall be in accordance with Subsection 3-3.2.3 of the Standard Specifications.

S. MAINTENANCE AND GUARANTEE:

- (1) The Contractor hereby guarantees that the entire work constructed by him under the contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him.

The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one year after the date of final payment, and to restore to full compliance with the requirements of these specifications including the

test requirements set forth herein for any part of the work constructed hereunder which during said one year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to hold the City harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Redevelopment Director. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost thereof.

- (2) The guarantees and agreements set forth in Subsection (1) hereof shall be secured by a surety bond which shall be delivered by the Contractor to the City before the notice of completion and acceptance of the work, by the Redevelopment Director, as provided in Subsection 6-8 of the Standard Specifications.

Said bond shall be in an approved form by the City Attorney and executed by a surety company or companies satisfactory to the City in the amount of 100 percent (100%) of the contract. Said bond shall remain in force for a period of one year after the date of said notice of completion and acceptance. Instead of providing such a bond as described above, the Contractor may, at his option, provide for the faithful performance bond furnished under the contract to remain in force and effect for said amount until the expiration of said one year period.

T. LIQUIDATED DAMAGES: Section 6-9 of the Standard Specifications is hereby amended as follows:

- (1) Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the Agency, or have withheld from moneys due it, the sum of **\$500**.

Execution of the contract under these specifications shall constitute agreement by the Agency and Contractor that **\$500 per day** is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

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

U. CONFERENCES AND MEETING: When and as directed by the Redevelopment

Director, the Contractor shall attend all conferences and meetings which the Redevelopment Director deems necessary for the proper progress of work under this contract.

- V. UNDERGROUND SERVICE ALERT:** Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

Underground Service Alert may be contacted by calling 1-800-422-4133.

W. RESOLUTION OF CONSTRUCTION CLAIMS:

' 20104. Application of article; inclusion of article in plans and specifications

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between Contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a Contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public Work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "Public Work" does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

(Added by Stats. 1994, c. 726 (A.B. 3069), ' 22.)

' 20104.2. Claims; requirements

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter

1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

(Added by Stats. 1994, c. 726 (A.B. 3069), ' 22.)

' 20104.4. Procedures for civil actions filed to resolve claims

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that Code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

(Added by Stats. 1994, c. 726 (A.B. 3069), ' 22.)

' 20104.6. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

(Added by Stats. 1994 c. 726 (A.B. 3069), ' 22.)

X. CONTRACTS FOR DIGGING TRENCHES OR EXCAVATIONS; NOTICE ON DISCOVERY OF HAZARDOUS WASTE OR OTHER UNUSUAL CONDITIONS; INVESTIGATIONS; CHANGE ORDERS; EFFECT ON CONTRACT:

Any public works contract of a local public entity which involves digging trenches or other excavations that extend deeper than four feet below the surface shall contain a clause which provides the following:

(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

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

2. PUBLIC CONVENIENCE AND SAFETY

A. GENERAL: In addition to the requirements specified ion Subsections 7-10 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the **Manual on Uniform Traffic Control Devices for Streets and Highways."**

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Redevelopment Director may direct attention to existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his expense.

Should the Redevelopment Director point out the inadequacy of warning and protective measures, such action on the part of the Redevelopment Director shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

Prior to beginning any construction, the Contractor shall furnish the Redevelopment Director with local emergency phone numbers where he or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Redevelopment Director.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused-to-be placed, by the City. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

B. UTILITIES

It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that these utility facilities are not damaged during his operations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

C. NOTIFICATION

The Contractor shall give written and reasonable notice to occupants or owners of property adjacent to the construction site at least forty-eight (48) hours prior to the beginning of construction in their respective areas. The notification shall include the date and time of street closures, parking and traffic access information and requirements, and precautionary information regarding the work to be done. A copy of all notifications shall be submitted to the Redevelopment Director for approval.

D. ACCESS TO DRIVEWAYS

The Contractor is responsible for posting "temporary no-parking" signs at least forty-eight (48) hours before using the parking lots for construction purposes.

E. PROTECTION OF UNDERGROUND FACILITIES

Attention is directed to the possible existence of underground facilities not known to the owner or in a location different from that which may be indicated on the plans or in these

Special Provisions. The Contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service. If the Contractor discovers underground facilities not indicated on the plans or in these Special Provisions, he shall immediately give the Redevelopment Director written notification of the existence of such facilities. Such facilities shall be protected from damage as directed by the Redevelopment Director and the costs to protect said utilities shall be paid for at the Contractors expense and no other compensation will be allowed therefor.

F. AIR POLLUTION CONTROL

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

G. PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work. **The project streets and any streets adversely affected by the Contractors activities shall be kept clean at all times.**

In any area visible to the public, the following shall apply: When practicable, broken concrete and debris developed shall be disposed of concurrently with its removal. If stockpiling is necessary the material shall be removed or disposed of weekly.

Full compensation for conforming to the provisions in this section not otherwise provided for shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

H. WORK HOURS

Normal work hours shall be from 7 a.m. to 4 p.m. on all work days. Workdays are defined in Section 6-7.2 of the Standard Specifications. Work hours other than normal hours will not be allowed without prior consent of the City Engineer. If work is performed at night, the Contractor shall provide adequate light for proper prosecution of the work for the safety of the workman and the public, and for proper inspection.

3. PROJECT SPECIAL PROVISIONS

A. GENERAL

Order of work shall conform to the provisions of Section 6-1, "Construction Schedule and Commencement of Work" of the Standard Specifications and these Special Provisions. The Contractor shall conduct his operations so as to cause minimum obstruction and inconvenience to the public.

Prior to construction, the Contractor shall submit to the Redevelopment Director for approval, a traffic control plan. This plan shall include, but not be limited to, location of all signs and barriers and proposed traffic flow diagrams. The information shall include the minimum requirements of Manual of Traffic Controls for Construction and Maintenance Work Zones of the Department of Transportation, State of California.

The Contractor shall furnish at his expense and with no extra cost to the City such flagmen and guards as are necessary to give adequate warning to the public that roadway work is underway and of any dangerous conditions. Flagmen shall perform their duties and be provided with equipment in accordance with current "Instructions to Flagmen" of the Department of Transportation, State of California. The equipment shall be furnished, kept clean and in good repair by the Contractor at his own expense. The Contractor shall furnish, erect, maintain and regularly inspect barricades, lights, signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public. These devices shall conform to the requirements set forth in the current "Manual of Warning Signs, Lights and Devices for Use in Performance of Work upon Highways", issued by the State of California, Department of Transportation.

Prior to commencing construction, the Contractor shall notify the Police and Fire giving the expected starting date, the name and telephone number of a responsible person that is to be contacted, at any hour the event of a condition requiring immediate correction. Emergency vehicles shall be permitted to pass through the work area, without delay, at all times.

Full compensation for complying with the work contained in this section shall be included in the Unit Bid for the various bid items and no additional compensation will be allowed therefor.

The Contractor shall notify businesses and residents affected by the construction in writing not less than 48 hours in advance of commencement of demolition, construction, or storage of materials in the street. The notice shall include but not be limited to:

- a) The Time and Date of Commencement.
- b) A copy of the proposed construction schedule.
- c) Date of Completion.

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

B. FURNISH AND APPLY WATER

Furnishing and applying water shall be considered as included in the unit prices paid for the various bid items requiring water and no additional compensation will be allowed therefore.

Should the Contractor require water for construction operations, such as for compaction and dust control, he may use water from any fire hydrant adjacent to the job site. The Contractor shall apply water for dust control as necessary and as directed by the Redevelopment Director.

Prior to using water, the Contractor shall install a water meter, a valve and an approved back-flow prevention device on the fire hydrant at his expense. The Contractor shall notify the City of Pomona Fire Department and the Public Works Department 24 hours in advance, stating the location of the hydrant and the hours when it will be used. The Contractor shall operate the fire hydrant with a hydrant wrench only. Should damage occur to the hydrant, the Contractor shall make repairs at his expense. The meter will be used for monitoring water. The contractor will be required to pay for any and all water consumed by the contractor during the course of construction.

C. MOBILIZATION

The cost of providing bonds, insurance, financing, moving equipment to the job site and preparing an approved work schedule shall be included in the prices bid for the various items of work and no additional compensation will be allowed therefor.

D. CONSTRUCTION METHODS

(1) General: The Contractor shall contact the affected utility companies for information regarding identification, location, and depth of underground utilities.

(2) Preservation of Property: Existing improvement in areas adjoining the property whereon demolition and removal is being performed shall be protected from injury or damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item in the item where demolition and removal are being performed shall be similarly protected and preserved.

(3) Dust Control: The Contractor shall provide such dust laying equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations, and failure to control such dust shall be cause for the Redevelopment Director to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the City for any loss of time or expense sustained by him due to such suspension of work.

(4) Selected Materials: Existing materials excavated within the project limits that meet the specifications for backfill, topsoil, or other selected materials may be used to fulfill all or a portion of the requirements for such materials. No additional compensation will be allowed for excavation, stockpiling, overhaul, or placing selected materials encountered in tile excavation.

(5) Surplus Materials: The Contractor shall furnish written consent from the owner of the property where it is intended to dispose of the surplus material. Surplus excavation shall become the property of the Contractor.

E. CLEARING, GRUBBING, REMOVALS

(1) General: All clearing and grubbing shall conform to the provisions in Section 300-1, "Clearing and Grubbing" of the Standard Specifications.

This Bid Item shall include, but not be limited to, procurement of all construction equipment, personnel, approved construction staging area, and preparation of existing ground within the project area. Brush and other organic matter shall be removed from the area of the proposed improvements and from any area where soils or construction materials will be stockpiled.

This Bid Item include any and all work required to keep the public right-of-way, adjoining properties and downstream drainage improvements free of construction debris and silt. **All required NPDES regulations shall be complied with.**

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

The Redevelopment Director has not estimated the quantities of removal work to be done. It is the responsibility of the contractor to verify all quantities in preparing the bid.

All utilities not relocated shall be protected in place or adjusted to grade as directed by the Redevelopment Director. The contractor shall contact the affected utility companies for information regarding identification, location, and depth of the existing underground utilities.

(2) Payment: Payment for this item shall be include in the unit bid for the various bid items and no additional compensation will be allowed therefore.

F. SUBGRADE PREPARATION

(1) General: The last sentence of the first paragraph of Subsection 301-1.2, "Preparation of Sub grade" of the Standard Specifications is deleted and replaced by the following:

When unsuitable material due to excessive moisture content is found below the processing depth for sub grade specified herein, the Contractor shall make a reasonable effort as directed by the Redevelopment Director, to dry the material in order to obtain compaction as specified in Subsection 301-1.3, "Relative Compaction". Such reasonable effort may include periodic cultivating and scarifying or allowing the material to dry naturally or a combination of the above, for a period of time not to exceed 2 weeks. After this time period, or earlier if so determined by the Redevelopment Director, the unsuitable material shall be treated in accordance with Subsection 300-2.2, "Unsuitable Material". The Contractor will be allowed non-working days for such work in accordance with Section 6-7, "Time of Completion". An extension of time for such work will be granted in accordance with

Subsection 6-6 of the Standard Specifications.

- (2) Payment: Payment for preparation of sub-grade will be considered as included in the item of work for the Unit Bid for the various Bid Items and no additional compensation will be allowed therefore.

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**CITY OF POMONA
PHILLIPS RANCH IMPROVEMENT &
WAYFINDING SIGN PROGRAM**

SPECIAL PROVISIONS

1. Scope of Work -This project consists of the fabrications and installation of various types of signs at various locations in and around the community of Phillips Ranch in the City of Pomona. The work includes: fabrication of signs; installation of seven (7) signs as shown on the plans; installation including foundations for signs; modifications to existing landscape and electrical service connections.
2. Contract Plans -The details for the work on this program are shown and shall be in accordance with "PHILLIPS RANCH WAY-FINDING GROUND SIGN PLAN", Dated 8/31/09. (Appendix "A").
3. Contract Specifications -The specifications for the fabrication and installation of the signs and other appurtenant material shall be in accordance with the specifications of the "PHILLIPS RANCH WAY-FINDING GROUND SIGN PROGRAM", Specification Number 1025.9.
4. Contract Time All work on this project shall be completed within forty-five (45) working days as specified in the Bidder's Proposal.
5. Delays and Extensions of Time -No extension of time will be granted for a delay caused by the inability of the contractor to obtain materials, equipment and labor, except as authorized by the Economic Development Analyst. The length of contract time stipulated includes any time which may be required to obtain materials, equipment and labor, and the contractor in submitting a bid shall be deemed to have ascertained the availability of materials, equipment and labor and considered same in his proposed construction schedule.
6. Liquidated Damaged -Liquidated damages are in effect for this program. The amount specified in paragraph 21 on page 7 shall apply for delays in completing installations that exceed the completion date as noted on the purchase order/contract.
7. Scheduling of Work -The contractor shall furnish a work schedule to the Redevelopment Director. The schedule shall include artwork design, sign fabrication and shall specify when installation will start and be completed at each location. This schedule shall be reviewed and accepted by the Economic Development Analyst before the contractor will be permitted to begin the work.
8. No Work Suspension During Holiday Season -The forty-five (45) working day contract length 'may' be extended as a result of any delays that the City of Pomona believes constitute legitimate unforeseen delays.
9. Traffic Requirements -Specific for this Program, -The contractor shall maintain all existing traffic lanes at all times unless a traffic delineation plan is approved by the City Engineering Department.

The Contractor shall so conduct their operations as to offer the least possible obstruction and inconvenience to the public, city employees, and residents of the Phillip Ranch area. Contractor shall

have under construction no greater length or amount of work than he can handle properly with due regard to the rights of the public. Installation operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners and adjacent public facilities, including the control of dust and the prevention of mud and debris on all roadway/parkway areas.

It is the part of the work 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 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.

10. Restoration Signs will be installed in conformance with an appropriate custom support structure as specified on the plans or as proposed by contractor and approved by the City's signage consultant. All signs and structures will be installed in landscape surfaces as specified on the plans.

The Contractor shall repair or replace all existing improvements that are removed, destroyed and/or disturbed by the Contractor's operations. These improvements include but are not limited to curbs, sidewalks, driveways, pavements, fences, walls, signs, utility installations, and landscaping and hardscape improvements. All replacement and/or repair work shall be performed to the satisfaction of the City Engineer. Unless specifically noted, repairs and replacements shall be at least equal to the existing improvements and shall match them in finish and dimension. Trees, lawns and shrubbery that are not absolutely required to be removed shall be protected from damage or injury. If damaged or removed due to the Contractor's operations, they shall be restored or replaced in, as nearly the original condition and location as is reasonably possible. Damaged shrubs shall be replaced with 1 gallon container size material.

Payment for removal and replacement of existing improvements including any saw cutting shall be deemed as included in the appropriate bid items (installation) and no additional payment for this work will be made therefore.

**CITY OF POMONA
PHILLIPS RANCH IMPROVEMENT &
WAYFINDING SIGN PROGRAM**

SIGNAGE SPECIFICATIONS SCOPE & SPECIAL PROVISIONS

1 SCOPE OF WORK

- a. New signage with graphic elements to be fabricated and installed within right-of-way of public streets in the community of Phillips Ranch, Pomona, as shown on the Construction Documents.

2 CONSTRUCTION DOCUMENTS

- a. The contract documents to bid, Sign Contractor to prepare Shop Drawings for fabricating new signage as indicated on Appendix A consists of:
 - i. Seven freestanding ground signs comprised of two typical designs.
 - ii. Sign Type A overall dimensions are 170" x 28" x 72" height. The ground sign is internally illuminated with LED lamps.
 - iii. Sign Type B overall dimensions are 148" x 20" x 72" height. The ladder sign is internally illuminated with two signs lights.
 - iv. The Sign Message Matrix, (specifications) provides for the sign wording and messages. Specifications identifying quality of trade methods and materials described in 8 1/2" x 11" booklet.

3 SUBMITTALS

- a. Shop Drawings
 - i. Provide three (3) copies of shop drawings, engineering calculations and all pertinent information for each sign type per the Appendix A for review and written approval prior to fabrication
- b. Shop Drawings definition:
 - i. Shop instruction drawing on vendor's title block showing exactly how the sign will be made: exact materials; techniques; processes; dimensions; internal structure; lighting fixtures; ballast and wiring; welds; connections; fasteners; mounting details; access panels and other pertinent information.
 - ii. Include message listing with all forms, symbols and text to be used. Message listing to correspond to numbering system shown in Sign Message Matrix
 - iii. Shop drawings showing structure-shall be structurally calculated, "wet" stamped and signed by a California licensed engineer.
- c. These drawings will, once accepted, be signed as reviewed and will become the documents from which the signs are fabricated.
- d. Vendor requests to substitute alternate materials or techniques other than those noted on drawings or in these specifications shall be noted in the shop drawings.

- e. Colors and Material Samples
 - i. Submit samples as follows for review and approval. Identify each sample with the sign type number to which the sample applies.
 - ii. One each paint samples, 2" x 4", on actual specified materials to match color, texture and finish.
 - iii. One each each type plastic (acrylic, polycarbonate, PVC) used for major elements of work with respective finish.

4 QUALITY ASSURANCE

- a. Comply with all laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over this work.
- b. Install work in accord with approved shop drawings, patterns and color/material submittals.
- c. Interpretation of Plans and Specifications:
 - i. The City of Pomona will interpret the meaning of any part of the Plans and Specifications about which any misunderstanding may arise and the City of Pomona decision will be final.
 - ii. Should there appear to be any error or discrepancy in or between the Shop Drawings and Appendix A, the Contractor shall refer the matter to the City of Pomona for adjustment before proceeding with the work. Should the Contractor proceed with the work without so referring the matter, the Contractor does so at its own risk and must bear any additional cost incurred as a result of failure to so refer.

5 MAINTENANCE -MATERIALS AND DOCUMENTATION

Upon completion of work, Contractor is to provide written documentation outlining proper care and maintenance for all graphic materials, colors, finish and hardware.

PRODUCTS

6 GENERAL

The work as herein identified, requires the manufacture and/or purchase of; and delivery, installation and/or application of: New signage and environmental graphics as part of City of Pomona Phillips Ranch way-finding Sign Program.

7 MATERIALS -METALS

- a. Sheet aluminum: ASTM B209. Provide alloy and temper consistent with specific fabrication and finishing processes
- b. Extruded aluminum: Provide alloy and temper consistent with specific fabrication and finishing processes.
- c. Steel Pipe and tubing: Seamless, minimum Schedule 40 or equivalent wall thickness,
- d. Metal thickness: Provide metal thickness indicated on Design Drawings, use not less than 14 gauge.

8 MATERIALS –Acrylic

- a. Acrylic: Made with methyl/methacrylate polymers
- b. Provide cast acrylic in size, thickness, clarity, opacity, texture, and color required for work.

9 MATERIALS -ADHESIVE FILM

- a. Vinyl die-cut: Precision-cut, pre-spaced, computer-generated, pressure-sensitive type by 3M, or approved equal.
- b. Sheet reflective materials: Pressure-sensitive or heat-activated adhesive backed, reflective plastic sheet. Provide 3M Scotchlite Engineering Grade

10 MATERIALS –CONCRETE

- a. Formwork: Provide materials in accord with reference standard ACI 347.
- b. Reinforcement: Provide concrete reinforcement in accord with reference standard CRSI.
- c. Concrete: Provide concrete in accord with reference standard ASTM C94. Mix proportions: As required to produce 28-day compressive strength of not less than 3,000 psi.

11 MATERIALS -MISCELLANEOUS

- a. Cement for acrylic plastic: Weld-On Part No.4 cement by Industrial Polychemical Co., or approved equal.
- b. Adhesives:
 - i. Silicone: Single-component 100% silicone rubber.
 - ii. Epoxy: Two-part, catalyzed; provide fast-setting, high-strength, flexible, high viscosity or other specific types as necessary and approved by MJM & Associates .
 - iii. Tape: Double-coated, high strength acrylic adhesive foam tape, 3M VHB+ tape.
 - iv. Mechanical fasteners must be flush (flat head), tamperproof and match finish and type of material being fastened, unless indicated otherwise.
 - v. Stainless steel studs (threaded pins), bolts, screws and nuts: ASTM F593 and ASTM F594.

12. ELECTRICAL

- a. Code: Conform to California Electrical Code and National Electrical Code for materials.
- b. Approved listing: Materials must be approved and listed by Underwriters Laboratories, Inc.
- c. Provide wattages required by use conditions
- d. Lighting fixtures: Standard manufacture as indicated on Design Drawings. Modify as indicated on Design Drawings and as necessary to conform to governing electrical standards and regulations. Provide without (or remove) identifying trademarks, trade names, model numbers, and similar information on surfaces exposed to guest view.
- e. Disconnects: Heavy duty, non-keyed, flush mounted, fused or un-fused, by General Electric, Square D, or ITE. Provide NEMA 1 for dry locations and proper enclosure for others.
- f. Conduit:- Below-grade: Rigid PVC, conforming to UL 651, minimum Schedule 40. Provide cemented, socket-type fittings, conforming to NEMA TC3.

13. PRIMERS AND PAINTS

- a. Matthews paint Co., Kenosha, WI
- b. Aluminum -:Pretreatment: Etching/wash type as recommended by manufacturer.
- c. 1st coat: Epoxy primer.
- d. Two-component catalytic, linear, aliphatic polyurethane enamel with ultraviolet inhibitors. Automotive-type enamels are not acceptable.
- e. Acrylic plastic - 1st coat: Plastic lacquer primer or as recommended by manufacturer.

14. MATERIALS -ANTI-GRAFFITI FINISHES

- a. Anti-graffiti Coatings - General
 - i. Coatings shall consist of a solvent based, water resistant, highly durable application that can be sprayed, rolled or brushed onto any architectural or sign surface, such as concrete, plaster, brick, wallboard, steel, aluminum or wood. Once applied and cured, all coatings must also be impervious to damage by graffiti removers or cleaners. Coating and cleaner compatibility is paramount. The coating must come in low gloss or glossy and meet the specifications as manufactured by Tradewinds International, Ameron Coatings or approved substitution.

EXECUTION

15. STRUCTURAL DESIGN

- a. Details on Appendix A Drawings indicate a design approach for sign structure but do not necessarily include all fabrication details required for the complete structural integrity of the signs, including consideration for static, dynamic and erection loads during handling, erecting, and service at the installed locations of the individual sign fabricators. Therefore, it shall be the responsibility of the fabricator to perform the complete structural design of the signs and to incorporate all the safety features necessary to adequately support the sign for its intended use and purpose and to protect City of Pomona. Designs that meet or exceed industry and code standard engineering practices will be required. Engineer stamped calculations for foundations are provided in the Appendix A.

16. ELECTRICAL DESIGN

- a. It shall be the responsibility of the sign fabricator to perform the complete electrical design for illuminated signs. Illuminated signs with fixtures shall be UL approved.
- b. Provide lighting medium indicated on drawings.
- c. Position illuminating elements of externally illuminated signs at such angle as will assure a generally uniform light distribution across the portion of the sign faces intended to be illuminated. Sign faces that exhibit "hot-spots" will be unacceptable unless such hot spots are intended to be integral design features of the signs.
- d. Provide access panel for access to electrical transformers. Access panel flush with adjacent surface, tight fitting and waterproof. Show accesses panel location on shop drawing. Access panels to be in an accessible location.
- e. Provide disconnect switches for all illuminated signs in accordance with electrical code requirements. Locate disconnect and on/off switches in an accessible location, out of sight.
- f. For housing remote electrical components: Provide waterproof box to hide all electrical components. Box to have flush access panel for servicing. Mount box in a minimally visible way. Color and/or finish to match existing adjacent mounting surface.

17. SIGN CABINETS AND SIMILAR ENCLOSURES:

- a. Fabricate of sheet aluminum (14 gage minimum thickness) as indicated. Brake-formed, heliarc electric welded construction, precision formed, with straight and even corners and edges. Visible distortions and other irregularities, due to heat of welding process, are not permitted on exposed surfaces. Test welds using dye penetrate or vacuum-seam tester; re-weld where necessary to obtain solid, complete weld joint. Grind welds smooth, flush, and finish to match adjacent surfaces.

- b. Accurately rout portions of sign cabinets to required designs. Finish edges of routed portions to match adjacent surfaces. Coordinate with fabrication of "cut-out" letters and shapes to assure a tight, hairline type joint appearance.
- c. Provisions for acrylic "cut-out" letters and shapes:
- d. Provide sufficient quantity of clips to retain all sides and to preclude any looseness or movement of acrylic or separation of acrylic from interior face of cabinet.
- e. Provide continuous angle to support and retain perimeter of acrylic faces where necessary.
- f. Clips and retainers must not cast shadows or otherwise be visible on face of acrylic when signs are internally illuminated.
- g. Provide an internal system of ventilation (screened openings) to assure a uniform dissipation of heat from electrical components of electrically-powered and illuminated signs, heat (solar) absorption by sign and other sources. Any openings in exterior surfaces must be internally baffled to prevent "light leaks" and prevent entry of rain, wind-blown debris, and other foreign matter, and screened to prevent entry of insects.
- h. Provide drain holes to prevent accumulation of water within signs. Holes must be inconspicuous and be in inconspicuous locations; holes must also be located such that drainage does not occur onto signs, or other surfaces subject to staining. Provide internal system of baffles to prevent "light leaks" through drain holes of illuminated signs. Provide insect screening over drain holes.
- i. Fabricate removable external panels as specified for cabinets.
- j. Use system of continuous angles and inconspicuous, tamperproof fasteners to secure removable panels to cabinets, as indicated on Appendix A drawings.

18. FABRICATED LETTERS, NUMBERS AND SHAPES

- a. Provide materials and workmanship that is performed by skilled craftsman under the supervision of trained foremen, experienced in the trade or craft required to accomplish the Work and produce a product of high quality.
- b. Where neon or "halo"-type illumination is indicated, interior surfaces of formed (channel) letters and shapes shall be finished with synthetic enamel, white color.
- c. Fabricate letters and shapes with internal support system and letter backing to secure letters and shapes to supporting surface and also allow easy, quick removal for maintenance of components.
- d. Finish exposed edges to match finish of face, free of finishing marks.
- e. Finish: Polyurethane enamel, directionally brushed, or mirror polished as Indicated.

19. ACRYLIC LETTERS AND SHAPES:

- a. Precision-milled single-piece or routed letters and shapes. Polish exposed edges to match finish of face, free of polishing markings, unless indicated otherwise. "Punched thru" portions must fit accurately into routed portions of cabinet with tight, hairline joints and snugly into back of formed (channel) letters.
- b. Evidence of laminating process of letters and shapes to carrier or diffuser, including the carrier it, must not be visible on face of signs when internally illuminated. Provide continuous opaque masking material at perimeter of routed opening.
- c. Coordinate fabrication of sheet plate and formed (channel) letters and shapes, and routing of sign cabinets to assure a tight, hairline type joint between materials.
- d. Fabricate laminated acrylic plastic and sheet plate letters and shapes to assure precise, matching shapes and forms with tight, hairline joint.

20. PAINTING AND FINISHING

Definitions:

- a. The term "paint" as used herein includes enamels, polyurethanes, paints, primers, sealers, fillers, stains, and coatings systems whether used as prime, intermediate or finish coats.
- b. The term "system" implies that each finish is comprised of materials and quantities appropriate for the surface to be finished, and includes preparation priming/sealing and intermediate and finish coats as applicable.
- c. Paint color references: As indicated on Appendix A drawings.
- d. Paint formulation: All paint materials shall be especially formulated to meet all local and state environmental codes and specifications, with anti-mildew agents incorporated into the formulations. This requirement applies to all materials including those for interiors of sign cabinets and cans. In addition, include carefully balanced ultraviolet inhibitors for exterior materials.

Application:

- a. Properly prepare sub-surfaces and apply materials in an environment most favorable for producing best quality work. Where indicated or necessary, etch surfaces prior to applying finish paint materials.
- b. Finish surfaces shall be free of streaks, laps, runs, or pile-up of paints, with all surfaces uniformly covered.
- c. Surfaces with over spray are not acceptable.
- d. Unless specified or directed otherwise, provide semi-gloss (specular gloss value of 50 in accord with ASTM D523) finish for all surfaces.
- e. Unless specified or directed otherwise, provide anti-graffiti "clear coat" finish over all exposed, finish painted surfaces consisting of a two-component catalytic, clear, acrylic polyurethane enamel with ultraviolet inhibitors.

21. FABRICATION –GENERAL

- a. It is intended that the workmanship be of the highest quality obtainable by the respective trades and crafts experienced in the fabrication of signs.
- b. Finished work shall be of highest quality to pass eye-level examination and scrutiny.
- c. Copy application: Sign copy shall be crisp, sharp, clean, and free from "ticks," discontinuous curves, line waver, and similar type imperfections.
- d. Letterforms shall conform to prescribed proportions.
- e. Letterforms shall be aligned so as to maintain a baseline parallel to sign format, with margins and layout as indicated on Design Drawings and approved shop drawings.

22. CONSTRUCTION

- a. Construct work to eliminate burrs, cutting edges, and sharp corners.
- b. Finish welds on exposed surfaces to be imperceptible in the finished work.
- c. Except as indicated or directed otherwise, finish surfaces smooth.
- d. Surfaces that are intended to be flat shall be without bulges, depressions, oil canning, or other physical deformities; use thicker materials or other means of stiffening or reinforcement to achieve intended results.
- e. Surfaces that are intended to be curved shall be smoothly free flowing to required shapes.

- f. Conform to manufacturers recommended fabricating procedures regarding fastening, restraining, expansion, and contraction of acrylic plastic and other dissimilar materials.
- g. Exercise care to assure that finished surfaces are unblemished in completed Work.
- h. Position illuminating elements within internally lighted signs and or exterior illuminated signs at such spacing as will assure uniform light distribution across portion of sign faces intended to be illuminated. Sign faces that exhibit "hotspots" will be unacceptable unless such hot spots are intended to be integral design features of signs.
- i. Provide flush-mounted, non-keyed, weatherproof disconnect switches for electrically powered or illuminated signs in accord with electrical code and UL requirements. Locate disconnects on top or back of signs in a manner so as to not be visible to public guests unless indicated otherwise on Design Drawings or directed by MJM & Associates .
- j. Locate items requiring maintenance, such as lamps, ballasts, transformers, wiring connections, etc., in easily accessible areas.
- k. Assembly of electrical components must conform to requirements of Underwriters Laboratories, Inc. "Standards for Sign Safety US UL 48" and qualify sign to receive and bear UL label.
- l. Fabricating copy: Unless specifically indicated on Design Drawings otherwise, fabricate sign copy as follows.
- m. Cutout copy: All letter and number cutouts shall be made from material and gauge as indicated on Design Drawings. Cutting shall be done in such manner that edges and corners of finished letterforms will be sharp and true. Letterforms with nicked, cut, ragged, rounded (positive or negative) corners and similar disfigurements will not be acceptable.
- n. Silk-screened copy: Finish sheen of copy to match sheen of copy panel background (gloss, semi-gloss, or sheens between). Edges of letters shall be straight and corners sharp. Surface of letters shall be uniform in color, finish, and free from pinholes and other imperfections.
- o. Routed copy: Cutting and routing shall be done in such manner that edges and corners of finished letterforms shall be sharp and true. Letterforms with nicked, cut, ragged, rounded (positive or negative) corners and similar disfigurements will not be acceptable. Letterforms shall be aligned so as to maintain a base line parallel to the sign format, with margins and layout as indicated on Design Drawings and approved shop drawings. Vertical strokes shall be plumb. Mechanically fasten center of letters to acrylic plastic as required.
- p. Vinyl letters: Vinyl letters and numbers shall be computer cut unless an alternate process is approved by MJM & Associates prior to fabrication. Copy shall be pre-spaced with 3-M series 2-application tape, prior to installation on sign. No exceptions.

23. INSTALLATION -GENERAL

- a. MJM & Associates shall stake the exact sign locations. Notify MJM & Associates and City of Pomona of any conditions that may adversely affect satisfactory installation of graphic elements.
- b. Except as indicated otherwise on the drawings, install prefabricated work plumb, level, square and true to line.
- c. Securely anchor work in proper location using anchors, anchorages, fasteners, or other methods approved on shop drawings. All anchors and fasteners shall be appropriate to the anchorage condition.
- d. Provide final electrical power hook-up. After final electrical connections have been made, test all electrical systems to assure that all are in proper working order.
- e. Coordinate work and access to site with City of Pomona.
- f. Final adjustment and cleaning:

- g. Touch-up all scratched, marred, abraded, or otherwise damaged surfaces to match original surfaces.
- h. Clean-up work area after installation has been completed.
- i. Sign fabricator shall be responsible for repairing or correcting damage to other contractor's work resulting from sign fabricator's work.

24. MATERIAL HANDLING

- a. Pack, wrap, crate, bundle, box, bag, or otherwise package, handle, transport, and store all fabricated work as necessary to provide protection from damage by every cause.
- b. Provide clear and legible identifying information on all product packaging to ensure proper on-site review and installation.

25. PROJECT CONDITIONS

- a. Protect signs after installation from damage due to subsequent construction activities until acceptance by City of Pomona, including but not limited to following.
- b. Plaster or painting overspray or droppings on both shop-finished or field-finished signs and graphics.
- c. Physical impact damage from construction activities, including workmen and equipment.
- d. Warning signs and other methods of protection must be sufficiently substantial to withstand normal, anticipated construction activities and are subject to City of Pomona's approval.
- e. Sequencing/Scheduling: Coordinate fabrication, delivery, installation, field finishing and field-application, where applicable, of the work of this section, with progress of construction and City of Pomona's schedule.

26. RESTORATION

Damage due to negligence of the Contractor to landscape or concrete sidewalk, shall be repaired and restored to its original condition by the Contractor at no extra cost to City of Pomona.

27. INSPECTION

Job Conditions:

- a. City of Pomona or its designee, reserves the right to inspect work in the fabrication shop in progress and before it is shipped to the jobsite for installation.
- b. Fabricator shall inspect installation locations for conditions that will adversely affect execution, performance and quality of work, and shall not proceed with installation until unsatisfactory conditions have been corrected.

28. WARRANTY

- a. Warrant all work against failure because of faulty materials, workmanship, and design for a period of one year from date of acceptance by the City of Pomona.
- b. Fading, cracking, warping, peeling, delaminating, rusting, corroding and structural failure, including distortion by whatever cause, shall be construed to mean failure because of faulty materials and workmanship.
- c. Failures during the warranty period shall be repaired or replaced to the satisfaction of The City of Pomona.

**CITY OF POMONA
PHILLIPS RANCH IMPROVEMENT &
WAYFINDING SIGN PROGRAM**

INSTALLATION - GENERAL

29. JOB CONDITIONS

Contractor providing installation shall examine the site conditions, structures, the ground substrata surface and all other conditions under which the specialty signs are to be installed. They shall submit notes of conditions detrimental to the proper and timely completion of the work. The work shall not proceed until a satisfactory resolution to the condition has been made/corrected.

30. SIGN INSTALLATION

Contractor providing installation shall carry out the services in a neat and proper manner equal to the finest quality/professional standards of the industry.

31. LOCATION DRAWINGS

Shall be followed when installing related signs. The attachment drawings illustrate the general location for each sign. Direction for the specific locations shall be provided by the City's signage consultant. The bid shall provide a cost for fabrication of each new sign, modification of existing signs, and installation of the new signs. Potential phasing of installation, as necessary, will be reviewed by the City's signage consultant.

32. INSTALLED SIGNS

Shall be clean, properly aligned, flush to surface or as detailed and specified, free of excess visible adhesive, if used. Damage to sign or surrounding surfaces or other imperfections will not be accepted.

33. ATTACHMENTS

Where pins or other mechanical fasteners are used, also provide silicone or epoxy adhesive to prevent unauthorized removal of signs. All fasteners, structures and units must be structurally sound and comply with all applicable codes, requirements and restrictions, including state seismic regulations.

34. PROTECTIVE MATERIALS

Wrappers, covering, identifying stickers, paper, etcetera, shall be removed from the sign itself and the site at the completion of installation.

35. ELECTRICAL SERVICE

- a. Electrical service is generally indicated on Appendix A. The electrical service shall be installed by contractor to a specified electrical power source identified by the City and Southern California Edison (SCE).
- b. Electrical service and all required electrical connection shall be reviewed by the City and Southern California Edison (SCE).

36. FINAL CORRECTIVE WORK

Damage to signs or surrounding surfaces shall be repaired to the satisfaction of the Purchasing Agent and the City at no additional cost to the City.

37. CLEANING AND PROTECTION

- a. During the process of work, remove daily all discarded materials, rubbish, cans, rags, and etcetera from the site.
- b. At completion of installation, clean all sign surfaces in accordance with manufacturer's instructions. Protect units from damage until acceptance by the Pomona Redevelopment Agency.
- c. Check all items for correct placement.
- d. Remove all packing material and debris from the site and leave premises in clean condition.
- e. Take special precautions to protect finishes.
- f. Clean sign material using only cleaners and methods in accordance with the manufacturer's instructions.
- g. Repair and repaint building surfaces, which are damaged by sign contractor's work persons as a result of installation of sign items.

**CITY OF POMONA
PHILLIPS RANCH IMPROVEMENT &
WAYFINDING SIGN PROGRAM**

OTHER ISSUES -WORK COMPLETION

38. ORGANIZATION

- a. Organize the work of this section and coordinate with all other trades to ensure that this work will proceed as expeditiously as possible toward scheduled completion.
- b. Delivery/Install & test applicable electrified signs Deliver all signage in accordance with their proposed "Schedule of Work", devices and materials required for the work of this section, unless specifically instructed otherwise by the Pomona Redevelopment Agency's representative.

39. WARRANTY SERVICE

Warranty Warrant all of the work of this section to be free from defects in all materials and workmanship for a period of twelve (12) months from the date of Pomona Redevelopment Agency Acceptance. This warranty shall not void specific warranties issued by manufacturers for greater periods of time, not shall it void any rights guaranteed to the Pomona Redevelopment Agency by law.

40. BIDDER QUALIFICATION

- a. Company The work shall be performed by a Signage Contractor who has at least five (5) years' direct experience with the fabrication/manufacturing, modification, and installation of signage systems of the type specified herein, and who has a fully staffed and equipped maintenance and repair facility within one hundred (100) miles of the job site. At the request of the Pomona Redevelopment Agency or Consultant the Contractor shall demonstrate that it has:
- b. Adequate plant and equipment to complete the program within the agreed timetable. Adequate staff with commensurate technical experience.
- c. Suitable financial status to meet the obligations of the program.
- d. Properly licensed to perform the work in the State and Municipality where work is contemplated.
- e. Supervisors shall have at least five (5) years direct experience in similar work. Installation personnel shall have at least three (3) years direct experience in similar work.

41. SUBMITTALS

- a. Each submittal from Contractor shall be numbered in consecutive order. All submittals become the property of the Pomona Redevelopment Agency. Notwithstanding requirements elsewhere in the Program, the following shall be the minimum required submittals for this program:
- b. Bid Submittals Submit two (2) copies of the following as part of the Bid Proposal:
- c. An itemized price list for each new signage item identified, detailing unit prices for each sign, and a separate price for modification and installation. Each unit price shall include any and all overhead, expenses, taxes, shipping (including to job site), insurance or other normal charges. Provide subtotals for each section, if so requested on pricing sheet.
- d. A proposed program implementation schedule, in number of days and milestones, including dates for submittals, signage delivery, modifications and implementation scheduling to complete the program. This schedule shall include personnel assignments and estimate of crew sizes.
- e. In a separate section, the Bidder shall provide any objections or exceptions taken to any part of the specifications or any other part of the bid documents. These exceptions must include the nature of the exception, the reasons for the exception, the Bidder's proposed alternate or solution, and the impact on the program, including the schedule. The absence of any exception at the time of Bid submittal shall constitute unqualified acceptance of all terms and conditions of the specifications and any other parts of the bid package.
- f. Proof that the Bidder has been regularly engaged in the business of designing, fabricating, modifying, and installing signage of this type for at least the immediate past five (5) years. This shall also include a list describing at least three (3) installations comparable in scope and nature to that specified herein, completed by the Bidder within the last eighteen (18) months, including the name, current position and telephone number of a representative of each Pomona Redevelopment Agency, photographs of the project, and a recapitulation of final costs for each project/program they provided.
- g. Detailed verification that the Bidder has competent design, installation, service and maintenance personnel and facilities, and can operate legally within the State of California. This shall include all contractor's licenses, proofs of insurance, and compliance with local, state and national agencies' requirements. This must include a California State contractor's license, verification for compliance with state unemployment and insurance requirements, and corresponding details from appropriate local agencies.
- h. A personnel roster for the project management and installation crew for this program. The project manager shall be assigned solely to this program, and shall be available at the Pomona Redevelopment Agency's request. The Pomona Redevelopment Agency reserves the right to reject any or all of the candidates for this program with or without cause.

- i. A list of proposed or intended subcontractors, with statements of qualifications for each as detailed above.

42. POST AWARD SUBMITTALS

- a. No more than ten (10) days after Contract Award, submit two (2) copies of the following:
- b. An updated Project Implementation Schedule, reflecting changes negotiated during the bid process. This schedule shall finalize personnel assignments, with names of key personnel.
- c. A verified list of selected subcontractors, with statements of qualifications for each as detailed above.

43. QUALITY STANDARDS

- a. Perform installation in accordance with all applicable federal, state, county and municipal codes and ordinances. Present to the Pomona Redevelopment Agency any conflicts between codes, ordinances, regulations, specifications and/or requirements prior to the commencement of the scheduled work. Provide signage in accordance with the latest edition and revisions of all applicable standards and specifications of all appropriate agencies including, but not limited to, the following:
 - i. ANSI -American National Standards Institute
 - ii. NEC The National Electrical Code
 - iii. OSHA -Occupational Safety and Health Administration

44. CODES

- a. Perform installation in accordance with all applicable requirements of all governing codes, rules and regulations including the following minimum standards, whether statutory or not:
- b. Uniform Building Code (UBC)
- c. National Electrical Code (NEC)
- d. Federal, State, County, City, and other local codes and requirements.

45. CONFLICTS

- a. Present any conflicts between codes, ordinances, regulations, specifications and/or requirements at least fourteen (14) days prior to the commencement of the scheduled work.
- b. Field and Shop Drawing Submittals After acceptance of the preceding submittals, and prior to the work involved, submit two (2) copies of the following as required for each section of the work for City approvals:
- c. Corrected items from any preceding submittals.

END OF SECTION

MBE/DBE/WBE GOAL 10% (PERCENT)

- 1) These goals are applicable to all the Contractor's construction work (Whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.
- 2) The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goal shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- 3) The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- 4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Pomona encompassing 22.9 square miles at the eastern end of the Los Angeles County in the Pomona Valley area of the San Gabriel Mountain Range adjacent to San Bernardino County in the State of California. It is 28 miles east of downtown Los Angeles.

CITY OF POMONA
TABLE A
SECTION 3: ESTIMATED PROJECT WORK FORCE BREAKDOWN

PRIME CONTRACTORS NAME

PROJECT NAME & NUMBER

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS FOR COVERED PROJECT	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R *.

OFFICE:

PROFESSIONAL								
TECHNICAL								
CLERICAL								

TRADE:

JOURNEYMEN								
APPRENTICES								
MAXIMUM NO.								
TRAINEES								

TRADE:

JOURNEYMEN								
APPRENTICES								
MAXIMUM NO.								
TRAINEES								

TRADE:

JOURNEYMEN								
APPRENTICES								
MAXIMUM NO.								
TRAINEES								

* With in each category established, a goal, the number of positions to be filled by
Lower Income Project Area Residents (individuals residing within the City of Pomona whose family
Income does not exceed 90% of the median income in the GMSA.

Equal Opportunity Officer (Signature)

Date

Title

TABLE B

PROJECT NAME & NUMBER

SEE INSTRUCTIONS ON SHEET A1-23

Title

INSTRUCTIONS

- Column 1 -** Enter all proposed contracts to be awarded to all business and professional concerns (identify each type) for work to be performed on the Section 3 covered project.
- Column 2 -** Enter approximate number of contracts to be awarded within each business/professional category over the duration of the project.
- Column 3 -** Enter approximate dollar value of contracts to be awarded within each business/professional category over the duration of the project.
- Analyze the information in Columns 2 & 3 in relation to the availability of eligible business concerns (Registry) within the project area doing business in occupations identified in Column 1 for the purpose of establishing goals. Project Area is coextensive with the City of Pomona's boundaries. Eligible business concerns refers to those businesses located within the Section 3 covered project area or those owned in substantial part by persons residing in the Section 3 covered area.
- Column 4 -** Enter number of contracts (goal) to be awarded within each business/professional category to eligible project area business concerns over the duration of the project.
- Column 5 -** Enter estimated dollar amount of contracts (goal) to be awarded within each business/profession category to eligible project area business concerns over the duration of the project.

**BIDDER'S CERTIFICATION OF AFFIRMATIVE ACTION
FOR EQUAL EMPLOYMENT OPPORTUNITY**

_____certifies that:
(Bidder)

1. It intends to use the following listed construction trades in the work under the contract
_____; and
2. (a) as to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the Area Plan listed in Section 3 of the Federal Labor Standard Provisions of the contract documents, it will comply with the Area Plan on all construction work (both federal and non-federal) in the area described in said Section 3 within the scope of coverage of that Plan, those trades being:
_____;
and/or

(b) As to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Provisions, for all construction work (both federal and non-federal) in the area described in said Section 3 subject to these Bid Conditions, those trades being:
_____; and
3. It will obtain from each of its subcontractors and submit to the Redevelopment Director prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

(Signature of authorized representative of bidder)

DH-OE 513

**CERTIFICATION WITH REGARD TO PARTICIPATION
BY
MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING**

CONTRACT NUMBER

The bidder certifies that:

- A. ☐ I do not intend to subcontract any work on this project.
- B. ☐ I do intend to subcontract portions of the work on this project.

In accordance with the provisions of these Contract Documents and Specifications, I have taken affirmative action to seek out and consider minority business enterprises for the portions of the work which are intended to be subcontracted and that such affirmative actions are fully documented in my records and are available upon request. In addition I will take such affirmative action on any future subcontracting for the life of this contract.

Note: The bidder shall check box A or B. If the bidder does not check a box it will be deemed that he has checked box A.

The above certification is required by 23 CFR 230 as published in the Federal Register, Vol. 40, No. 211-Friday, October 31, 1975.

DCR-OE-224

REQUIREMENTS FOR DISADVANTAGED BUSINESS ENTERPRISES

General

DISADVANTAGED BUSINESS ENTERPRISES (DBE) -- This project is to be conducted under Title 49, Part 23, Code of Federal Regulations (49CFR23), entitled, "Participation by Minority Business Enterprise in Department of Transportation Programs". The Regulations in their entirety are incorporated herein by this reference. DBE as used in this section shall also mean MBE and WBE.

(1) "POLICY". It is the policy of the City of Pomona that minority business enterprises as defined in 49 CFR, Part 23 shall have the maximum opportunity to participate in the performance of contracts. Consequently the DBE requirements of 49 CFR, Part 23 apply to this agreement.

(2) DBE OBLIGATION (1) The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

Bidders shall be fully informed respecting the requirements of the Regulations as well as the (City's, County's or Authority's), "**DISADVANTAGED BUSINESS ENTERPRISES (DBE) PROGRAM**" developed pursuant to the Regulations. Particular attention is directed to the following matters:

- (a) A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated thereto;
- (b) A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to meet the DBE goal through subcontracting or material purchases or make good faith effort to do so;
- (c) A DBE may participate as a subcontractor, joint venture partner with a prime or subcontractor, or vendor of materials or supplies;
- (d) A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof, in addition to satisfying requirements for ownership and control. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venturer must submit the joint venture agreement, and either schedule B of the Regulations or California Department of Transportation Office of Civil Rights form entitled "Minority/Disadvantaged/Women Business Enterprise Joint Venture." This information must be submitted with the DBE Information form required in "DBE Information" elsewhere in these special provisions.
- (e) A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;

- (f) Credit for a DBE vendor of materials or supplies is limited to 60 percent of the amount to be paid to the vendor for the material unless the vendor manufactures or substantially alters the goods;
 - (g) Credit for trucking by DBEs will be as follows:
 - (1) The amount to be paid when a DBE trucker will perform the trucking with his/her own trucks, tractors and employees.
 - (2) One hundred percent of trucking costs will be allowed for all trucking acquired through certified DBE trucking brokers.
 - (h) DBE's and DBE Joint Venture partners must be certified by the State of California, Department of Transportation (Caltrans), on the date of bid opening before credit may be allowed toward the DBE goal. Lists of DBEs certified by Caltrans are available from the following sources:
 - (1) The Department's DB/WBE Directory, which is published quarterly, may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone (916) 445-3520.
 - (2) The Department's Electronic Information Bulletin Board Service (DB/WBE/BBS), which is accessible by modem and is updated weekly. The DB/WBE/BBS may be accessed first contacting the Department's Division of Civil Rights at Telephone (916) 654-3496 and obtaining a user identification and password;
 - (3) The organizations listed in "DBE Goals for this Project" elsewhere in these special provisions.
- It is the Contractors responsibility to verify that DBEs are certified.
- (i) Noncompliance by the contractor with the requirements of the Regulations constitutes a breach of this contract or other appropriate remedy for such breach.
 - (j) Bidders are encouraged to utilize service offered by banks owned and controlled by minorities or women.

DBE GOAL FOR THIS PROJECT

The Agency has established the following goal for Disadvantaged Business Enterprises (DBE) participation for this project:

MBE/DBE/WBE GOAL	10% (PERCENT)
-------------------------	----------------------

It is the bidder's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to ensure meeting the goals for DBE participation.

SUBMISSION OF DBE INFORMATION AND AWARD OF CONTRACT

GENERAL. --The bidder's attention is directed to these Special provisions for the requirements and conditions concerning submittal of DBE information and award of contract.

It is the bidder's responsibility to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made good faith efforts to do so, as outlined elsewhere in these special provisions.

DBE INFORMATION. --The required DBE information shall be submitted on the "Bidder DBE Information" form included in the proposal. The form shall be completed by the Contractor and submitted with the bid.

Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal non-responsive.

The information shall establish that the DBE goal will be met or that a **good faith effort to meet the goals has been made**. If the apparent successful bidder (low bidder), the second low bidder and the third low bidder do not include the necessary information with the bid to establish that a good faith effort was made, the information regarding the good faith effort must reach the Agency no later than close of business on the 4th day not including Saturday, Sunday and Legal Holidays following bid opening. Other bidders need not submit good faith effort information unless requested to do so by the Agency. When such request is made, the good faith effort information shall be submitted within 3 business days unless a later time is authorized by the Agency.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should include their good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Agency, in its review, finds that the goal has not been met.

The information to show that the DBE goal will be met shall include the names of DBEs to be used, with a complete description of work or supplies to be provided by each and the dollar value of each such DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of said work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of said work.

The information necessary to establish the bidder's **good faith** effort to meet the DBE goal shall include:

- (1) The names and dates of advertisement for each newspaper, trade paper, and minority-focus paper in which a request for DBE participation for this project was placed by the bidder;
- (2) The names and dates of notifications to all certified DBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested;

- (3) The items of work for which the bidder requested sub-bids or materials to be supplied by DBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate DBE participation. Where there are DBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for DBEs to bid on;
- (4) The names of DBEs who submitted bids for any of the work indicated in (3) above but were not accepted and a summary of the bidder's discussion and/or negotiations with them. The name of the subcontractor or their supplier that was selected for that portion of work and the reasons for the bidder's choice. If the reason for rejecting a DBE bid was price, furnish the price bid by the rejected DBE and the price bid by the selected subcontractor or supplier. **Since the utilization of available DBEs is expected, only significant price differences will be considered as cause for rejecting such DBE bids;**
- (5) Any assistance that the bidder has extended to rejected DBEs identified in (4) above to remedy the deficiency in their sub-bid.
- (6) The names and dates of the DBEs contacted through the use of one or more of the organizations listed in the special provision to provide these services. The names and dates of the organizations contacted.

AWARD OF CONTRACT. --The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Agency, a good faith effort to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Agency, a good faith effort to do so is a condition for being eligible for award of contract.

SUBCONTRACTING AND DBE RECORDS

SUBCONTRACTING. --Attention is directed to the provisions in Section 2-3 "Subcontracts" of the "Standard Specifications for Public Works Construction" and the Bid Proposal.

The DBE information furnished under the Section "Submission of DBE Information and Award of Contract" of these special provisions is in addition to the subcontracting information required to be furnished under said Section "Subcontracts" and the Bid Proposal. In accordance with the Federal DBE Regulations Title 49 CFR Part 23, Section 232.45(f)(2):

- (1) No substitution of a DBE subcontractor shall be made at any time without the written consent of the Agency, and
- (2) If a DBE subcontractor is unable to perform successfully and is to be replaced, the contractor will be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor.

Authorization to utilize other forces or sources of materials may be requested for the following reasons:

- (1) The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the contractor.
- (2) The listed DBE becomes bankrupt or insolvent.
- (3) The listed DBE fails or refuses to perform this subcontract or furnish the listed materials.
- (4) The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- (5) The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial accordance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- (6) It would be in the best interest of the Local Agency.

The requirements of these special provisions that DBEs must be certified on the date bids are opened do not apply to DBE substitutions after award of the contract.

The contractor shall not be entitled to any payment for such work or materials unless it is performed or supplied by the listed DBE. Use of other forces (including those of the prime contractor) must have prior written authorization of the agency.

The Public Contract Code, Division 2, Part 1 Chapter 4 Sections 4100-4113, inclusive, "Subletting and Subcontracting" requires subcontractors who will perform work for the bidder in an amount in excess of 0.5% of the total bid or \$10,000, whichever is greater, to be listed in the bidder's proposal; prohibits the substitution of subcontractors, except as therein authorized; and provides for penalties for violations of the Act. Bidders are cautioned that this listing requirements is in addition to the requirements to provide a list of DBE subcontractors.

A sheet for listing the subcontractors, as required by the "Subcontracts" is included in the Bid Proposal.

DBE RECORDS--The contractor shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. Such records shall identify the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor with supporting documentation.

Upon completion of the contract, **Form HC (LS&R-43 rev.9/88)**, shall be prepared and certified correct by the contractor or his authorization representative and submitted to the Agency. The Agency shall certify it complete and correct before releasing the retention.

DBE & WBE INFORMATION GOOD FAITH EFFORTS

LOW, SECOND LOW AND THIRD LOW BIDDERS shall submit the following information to demonstrate that a good faith effort to meet the DBE goal has been made if their DBE and WBE INFORMATION form indicates that the DBE goal will not be met.

Even if the bidder's DBE & WBE INFORMATION form indicates the DBE and WBE goals will be met, bidders should submit the following information to protect their eligibility for award of the contract. This is important because the submittal of only the DBE & WBE INFORMATION form will not normally provide sufficient information to demonstrate that a good faith effort was made. A bidder may not meet the DBE & WBE goals after the submittal is analyzed by the City for various reasons, e.g., if the subcontractor submitted by the bidder was not certified on the date bids were opened, or if the bidder made a mathematical error.

The following items are listed in the Specifications Section entitled "DBE & EEO and Certification."

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which request for DBE and WBE participation for this project was placed by the bidder:

Papers	Dates of Advertisement
_____	_____
_____	_____
_____	_____
_____	_____

2. The names and dates of notices of all certified DBEs and WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs or WBEs were interested:

Names of DBEs/WBEs Solicited	Dates of Solicitations	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Items of work for which the bidder requested sub bids or materials to be supplied by DBEs and WBEs, the information furnished interested DBEs and WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items for work into economically feasible units to facilitate DBE/WBE participation. Where there are DBEs or WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for DBEs and WBEs to bid on:

Items of Work: _____

Information Furnished: _____

Breakdown of Items: _____

4. The names of DBEs and WBEs who submitted bids for any of work indicated above which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of the work, and the reasons for the bidder's choice. If the reason for rejecting a DBE or WBE bid was price, give the price bid by the rejected DBE or WBE and the price bid by the selected subcontractor or supplier. Since the utilization of available DBEs and WBEs is expected, only significant price differences will be considered as cause of rejecting such DBE or WBE bids.

Name of Rejected DBEs or WBEs: _____

Summary of discussions and/or negotiations: _____

Names of subcontractors or suppliers that were selected over rejected DBEs or WBEs listed above and the reasons for that choice: _____

5. Assistance that the bidder has extended to rejected DBEs or WBEs identified above to remedy the deficiency in their subbids: _____

6. Any additional data to support a demonstration of good faith effort, such as contracts with DBE or WBE assistance agencies: _____

NOTE:USE ADDITIONAL SHEETS OF PAPER IF NECESSARY. APPROPRIATE DOCUMENTATION
SUCH AS COPIES OF NEWSPAPER ADS, LETTERS SOLICITING BIDS, AND TELEPHONE LOGS
SHOULD ACCOMPANY THIS FORM

**CITY OF POMONA
NOTICE INVITING SEALED BIDS FOR:**

PHILLIPS RANCH IMPROVEMENT & WAY FINDING SIGN PROGRAM

RECEIPT OF PROPOSALS: Sealed proposals will be received at the Purchasing Office, City Hall, Pomona, California, until **4:30 P.M. on October 20, 2009** for the furnishing of all plant, labor, materials and equipment for the **“PHILLIPS RANCH IMPROVEMENT & WAYFINDING SIGN PROGRAM SPECIFICATION NUMBER 1025.9” to be Opened at 4:30P.M. on October 20, 2009**” shall appear on the envelope of each sealed bid and each sealed envelope shall be addressed to the Purchasing Office, City Hall, Pomona, California. The proposals will be publicly opened and read in the Purchasing Office, City Hall Basement, Pomona, California, at **4:30 P.M.**, on the aforementioned date.

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required in the specifications and contract documents for the **Phillips Ranch Improvement & Way Finding Sign Program, Specification Number 1025.9.**

COMPLETION OF WORK: All work to be done under this contract shall be completed within **Forty-five calendar days**, beginning on the date stipulated in the written "Notice to Proceed" issued by the Redevelopment Director.

OBTAINING CONTRACT DOCUMENTS: Plans and specifications and all contract documents may be obtained at the **Office of the Purchasing Manager of the City of Pomona, 505 South Garey Avenue, Pomona, California.** There will be no charge for the documents. A fee of **\$10.00** is required if mailing is requested. The complete bid package and plans are also posted on the City's website at no charge: www.ci.pomona.ca.us, Click "City Business", Click on "Current Bids and RFPs".

PRE-BID INQUIRIES: Pre bid inquiries related to the Plans and Specifications for: **Phillips Ranch Improvement & Way Finding Sign Program, Specification Number 1025.9** must be submitted in writing. Please call: **Ken Hubler at (909) 620-3763 or MJM & Associates at (760) 722-7020.** Pre bid inquiries must be received no later than **4:00p.m. on October 14, 2009.** Questions received after this date **will not** be considered.

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

GENERAL PREVAILING WAGE RATES DO NOT APPLY

CONTRACTOR'S LICENSE: At the time of Award of the Contract, the Prime Contractor **must** have a valid California State Contractor's License with a classification of **"A", "B", "C-61" or "D-34".**

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

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

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

INSTRUCTIONS TO BIDDERS

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

DELIVERY OF PROPOSALS: The proposal shall be delivered by the time and to the place stipulated in the "**Notice Inviting Sealed Bids**". It is the bidder's sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened. Bidders or their authorized agents are invited to be present.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations or provisos attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures, 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. Alternative proposals will not be considered unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered.

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

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

DISCREPANCIES IN PROPOSALS: In case the amounts bid on individual items, (if called for), do not in fact add up to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown by the bidder if there is a discrepancy between these figures. The estimated quantities and amount are for the purpose of comparison of bids only.

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

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

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.

RETURN OF PROPOSAL GUARANTIES: Within ten (10) days after award of the contract, the City will return the proposal guaranties accompanying each of the proposals as are not considered in making the award. All other proposal guaranties will be held until the contract has been finally executed. They will then be returned to the respective bidders whose proposals they accompany.

AWARD OF CONTRACT: Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose proposal complies with the requirements of these specifications. The award, if made, will be made within **ninety (90) days** after the opening of the proposals, provided that the award may be made after said period if the successful bidder shall not have given the City written notice of the withdrawal of his bid.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract within the City on the form agreement provided, and shall secure all insurance and bonds as herein provided within **fifteen (15) days** from the date of written **Notice of 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 guaranty.

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 guaranty shall be likewise forfeited to the City. The work may then be re-advertised.

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

The Contractor shall maintain adequate workman's compensation insurance under the laws of the State of California for all labor employed by him or by any Subcontractor under him who may come within the protection of such workman's compensation insurance laws. At the time of execution of the contract agreement, the Contractor shall provide the certificate regarding workman's compensation insurance as

indicated in these specifications.

The CONTRACTOR shall maintain throughout the duration of the term of the Agreement, liability insurance covering the CONTRACTOR and designating CITY including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the CONTRACTOR's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the CONTRACTOR's insurance policies shall be primary as respects any claims related to or as the result of the CONTRACTOR's work. Any insurance pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. The Additional Insured Endorsement shall not apply to the Professional Liability Insurance.

Professional Insurance:

- | | | |
|----|-------------------|-------------|
| a. | General Aggregate | \$2,000,000 |
|----|-------------------|-------------|

General Liability:

- | | | |
|----|----------------------------------|-------------|
| a. | General Aggregate | \$2,000,000 |
| b. | Products Comp/Op Aggregate | \$2,000,000 |
| c. | Personal & Advertising Injury | \$1,000,000 |
| d. | Each Occurrence | \$1,000,000 |
| e. | Fire Damage (any one fire) | \$ 50,000 |
| f. | Medical Expense (any one Person) | \$ 5,000 |

Workers' Compensation:

- | | | |
|----|----------------------------|------------------|
| a. | Workers Compensation | Statutory Limits |
| b. | EL Each Accident | \$1,000,000 |
| c. | EL Disease – Policy Limit | \$1,000,000 |
| d. | EL Disease – Each Employee | \$1,000,000 |

Automobile Liability

- | | | |
|----|------------------------------------|-------------|
| a. | Any vehicle, combined single limit | \$1,000,000 |
|----|------------------------------------|-------------|

The CONTRACTOR shall provide thirty (30) days advance notice to the CITY in the event of material changes or cancellation of coverage. Certificates of insurance and additional insured endorsements shall be furnished to the CITY thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and charge the CONTRACTOR for any premium due

for such coverage. CITY has the option to deduct any such premium from the sums due to the CONTRACTOR.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with

a current A.M. Best's rating of A-:VII or better. Acceptances of insurance from a carrier with lower than A-:VII is subject to approval by CITY's Risk Manager. CONTRACTOR shall immediately advise CITY of any litigation that may affect these insurance policies.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor of all requirements under the contract and upon the payment of claims of material, men and laborers 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 payments 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.

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

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

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

WAGE RATES: The Contractor and/or Subcontractor shall pay wages at rates not less than those indicated in the "**Notice Inviting Sealed Bids**" section of these specifications.

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

OTHER PERMITS, FEES AND LICENSES: The Contractor shall, prior to the start of construction, obtain a "**Construction Permit**" from the City of Pomona's Public Works Division. Prior to the start of construction, the contractor shall obtain from the City of Pomona Building & Safety Department, a construction permit. Contractor will be responsible for all required permits, including but not limited to NPDES permit, and AQMD Permits.

In addition to the requirements above noted, the Contractor **shall possess a valid City of Pomona Business License** at the time of application for the Construction Permit and for the duration of the contract. Contractor is hereby notified that applications for payments will not be accepted and processed without current City of Pomona Business License, and that it is Contractors sole responsibly to pay for

and maintain a current City of Pomona Business License. The fee for said business license shall be based upon the total amount bid for the contract in accordance with Chapter 14 of the Pomona City Code. Amount of fee may be obtained from the City Treasurer at (909) 620-2343.

PROPOSAL FORM

FIRM NAME _____

ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

FOR

PHILLIPS RANCH IMPROVEMENT & WAYFINDING SIGN PROGRAM

CITY OF POMONA SPECIFICATION NUMBER 1025.9

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

**PROPOSAL
FOR**

**PHILLIPS RANCH IMPROVEMENT &
WAYFINDING SIGN PROGRAM**

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

In compliance with the annexed "Notice Inviting Sealed Bids", the undersigned hereby proposes and agrees to perform all the work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefore, in accordance with the specifications therefore, known as **"PHILLIPS RANCH IMPROVEMENT & WAYFINDING SIGN PROGRAM"**, which are on file in the office of the Redevelopment Director of the City of Pomona, Redevelopment Department, 505 S. Garey Avenue, Pomona California 91769; and the undersigned agrees to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Redevelopment Director of the City of Pomona, duly appointed for said work in the matter of the construction and installation of, **"PHILLIPS RANCH IMPROVEMENT & WAYFINDING SIGN PROGRAM"** as designated on the specifications known as: **"PHILLIPS RANCH IMPROVEMENT & WAYFINDING SIGN PROGRAM" SPECIFICATION NUMBER 1025.9**, on file in the office of Redevelopment Director of the City of Pomona, Redevelopment Department 505 S. Garey Avenue, Pomona California 91769; and further agrees to enter into a contract therefore in the time, form and manner provided by law at the following prices to wit:

BID PRICE SHEET

This price sheet is based on the Phillips Ranch Improvement and Way-finding Sign Program,
Specification Number 1025.9

<u>LOCATION#</u>	<u>SIGN TYPE</u>	<u>ELECT. SVC.</u>	<u>FOOTING</u>	<u>SIGN FIXTURE</u>	<u>INSTALL</u>	<u>SIGN TOTAL</u>
SIGN 1	B	\$_____	\$_____	\$_____	\$_____	\$_____
SIGN 2	A	\$_____	\$_____	\$_____	\$_____	\$_____
SIGN 3	A	\$_____	\$_____	\$_____	\$_____	\$_____
SIGN 4	B	\$_____	\$_____	\$_____	\$_____	\$_____
SIGN 5	A	\$_____	\$_____	\$_____	\$_____	\$_____
SIGN 6	B	\$_____	\$_____	\$_____	\$_____	\$_____
SIGN 7	B	\$_____	\$_____	\$_____	\$_____	\$_____
BASE BID TOTAL:						\$_____

The Redevelopment Department wishes to complete the **PHILLIPS RANCH IMPROVEMENT & WAYFINDING SIGN PROGRAM, SPECIFICATION NUMBER 1025.9**. The award of contract will be to the lowest responsible bidder as stipulated in section "Award of Contract" of these contract documents.

PROPOSAL

BIDDER'S GUARANTY: Attached is bidder's bond, certified check or Cashier's Check
No._____ **of the**_____
Bank, for \$_____

Payable to the **City Clerk of the City of Pomona, California**, which is not less than ten percent (10%) of this bid, and which is given as a guarantee that the undersigned will enter into the contract, if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with the necessary bonds, within the time limits specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of Pomona, California.

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

The undersigned further agrees, in case of award, to the execution of the contract for the within described work and improvements, within **fifteen (15) days** following written notice of award of contract. All work to be done under this contract shall be completed within **Forty-five (45)** calendar days, beginning on the date stipulated in the written Notice to Proceed issued by the Community Services Department Redevelopment Director.

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

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

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

The undersigned are prepared to satisfy the Council of the City of Pomona of their ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the specifications set forth.

Dated:_____

Signature of Bidder

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

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

In no case shall the liability of the surety hereunder exceed the sum of _____
_____ Dollars (\$_____)

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of work under the City's specification entitled "**PHILLIPS RANCH IMPROVEMENT & WAYFINDING SIGN PROGRAM**" **SPECIFICATION NUMBER 1025.9** for which bids are to be opened in the Purchasing Office, City Hall of said City at **4:30 P.M. on October 20, 2009**.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____
_____ 2009.

Principal

Surety

By: _____

BID BOND

ACKNOWLEDGMENT OF SURETY

STATE OF _____)

COUNTY OF _____)ss.

On this _____ day of _____, 2009, **A.D.**, _____ personally

appeared before me, a _____
(Notary Public, Judge or Other Officer)

in and for _____ **County, State of** _____ known to me to be

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

(Notary Public, Judge or Other Officer)

(TO ACCOMPANY PROPOSAL)

In accordance with Government Code Section 14310.5, the bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

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

Yes _____ No _____

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

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of this Proposal shall be constituted as a signature of this questionnaire.

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)

COUNTY OF _____) ss.

_____, being first duly sworn, deposes

NAME

and says that he or she is _____

TITLE

of _____, the party

NAME OF FIRM

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

Contractor's State License Number

Classification

Expiration Date

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

Subscribed at: _____

_____,
City and County

State

On _____

Date

NOTARY TO AFFIX
SEAL AND

Signature

CERTIFICATE OF
ACKNOWLEDGMENT

State License Number and Classification

Street Address

City

State

Zip Code

Telephone Number

NONCOLLUSION AFFIDAVIT

(To Be Executed By Bidder and Submitted With Bid)

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 any other 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 of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of Bidder

Subscribed and sworn to before me this

day of _____, 2009.

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Bidder and Submitted With Bid)

In all Public Works claims which may arise between the Contractor and the City of Pomona which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000), the requirements of California Public Contract Code, Sections 20104 through 20104.8, inclusive, shall apply. (A copy of said Code Sections may be found in the Special Provisions, Section 1.U.). Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

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

Signature of Bidder _____

Date _____

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

(3) Type of Firm: _____
Individual, Partnership, or Corporation

(4) Corporate organized under the laws of the State of:

(5) Is 51% or more of the business owned by: American Indian (), Asian (), Black (), Hispanic (), Female (), Other (Specify) _____.

(6) List the names and addresses of all members of the firm or names and titles of all officers of the corporation. _____

(7) Number of years experience as a Contractor in said construction work_____.

(8) List at least three (3) projects completed as of recent date:

Contract Amount	Class of Work	Date Completed	Name of Owner, Address, Telephone No. Name of Contact
--------------------	---------------	-------------------	--

(1) _____

(2) _____

(3) _____

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

Name: _____ Date of Inspection:_____

INFORMATION REQUIRED OF BIDDERS

- (10) If requested by the City, the Bidder shall furnish a notarized financial statement, financial data or other information and reference sufficiently comprehensive to permit an appraisal of his current financial condition.
- (11) List the name and address of such Subcontractor who will perform work in or about the work or improvement and indicate what part of the work will be done by each such Subcontractor.

NAME: _____ ADDRESS: _____

LICENSE NO. & CLASS _____
WORK TO BE PERFORMED: _____

NAME: _____ ADDRESS: _____

LICENSE NO. & CLASS _____
WORK TO BE PERFORMED: _____

NAME: _____ ADDRESS: _____

LICENSE NO. & CLASS _____
WORK TO BE PERFORMED: _____

NAME: _____ ADDRESS: _____

LICENSE NO. & CLASS _____
WORK TO BE PERFORMED: _____

NAME: _____ ADDRESS: _____

LICENSE NO. & CLASS _____
WORK TO BE PERFORMED: _____

NAME: _____ ADDRESS: _____

LICENSE NO. & CLASS _____
WORK TO BE PERFORMED: _____

NAME: _____ ADDRESS: _____

LICENSE NO. & CLASS _____
WORK TO BE PERFORMED: _____

NAME: _____ ADDRESS: _____

LICENSE NO. & CLASS _____
WORK TO BE PERFORMED: _____

INFORMATION REQUIRED OF BIDDER

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

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

Yes () No ()

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

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

Yes () No ()

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

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

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

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

Labor Code Section 3700

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

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

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

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

Name

Signature

Title

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

This form is to be used after bid opening, and is available from the Redevelopment Director)

NOTICE

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

"An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five (5) days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee making the request. Within five (5) days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards." (Added by Stats. 1978, Ch. 1249.)

Submission of the "Extract of Public Works Contract Award" (see page J-2 of these documents) will satisfy the above noted requirement.

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

NOTICE

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

STATE OF CALIFORNIA - DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

TO: California Department of Industrial Relations
Division of Apprenticeship Standards
P.O. Box 603
San Francisco, California 94101

**EXTRACT OF
PUBLIC WORKS CONTRACT AWARD**

FROM: AWARDING AGENCY

**City of Pomona
Redevelopment Department
505 S. Garey Avenue
Pomona, Ca 91769**

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SEC. 1777.5 HAS BEEN AWARDED TO:

2. Name of General Contractor			3. Contractor's License Number		
4. Mail Address (Street Number or P.O. Box)			5. City		
6. Zip Code			7. Telephone Number		
8. Address or Location of Public Works Site (include City and/or County)					
			\$		
9. Contract or Project Number			10. Dollar Amount of Contract Award		
11. Starting Date (Estimated or Actual)		12. Completion Date (Estimated or Actual)		13. Number of Working Days	
Month	Day	Year (Use Numbers)	Month	Day	Year (Use Numbers)
/		/	/		
14. Type of Construction (Highway, School, Hospital, etc.)			15.		
			() New Construction		() Alterations
16. Classification or Type of Workman (Carpenter, Plumber, etc.)					
17.					
Is language included in the Contract Award to effectuate the provisions of Section 1777.5, as required by the Labor Code?() YES () NO					
Is language included in the Contract Award to effectuate the provisions of Section 1776, as required by the Labor Code?() YES () NO					
18. Signature		19. Title		20. Date	
21. Printed or Typed Name				22. Telephone Number	
				()	

Duplication of this form is permissible.
DAS 13 (RV. 7/85)

Permit Application and Job Notification Form

Construction Demolition Trenches Excavation Buildings Structures Falsework Scaffolding

State of California
Department of Industrial Relations
Division of Occupational Safety and Health

District (Name) _____
Date _____
No. _____

Sections 6500, 6501 and 6502 of the California Labor Code require that certain activities which by their nature involve substantial risk of injury may not be performed without a permit issued by DOSH. The Labor Code requires that the applicant supply, and that the Division review, information necessary to evaluate the safety of the work-site subject to permit requirements. A permit will not be issued until evidence has been demonstrated that the place of employment will be safe and healthful.

“Applicant” refers to the employer for the Permit.

Employer: _____ Project Safety Contact: _____
Address: _____ Employer's Representative _____
_____ Title & Phone No. _____
Phone: _____ Employer' State Contractors License No. _____

Check Applicable Items: “Applicant” refers to the employer applying for the Permit.

Applicant is: _____ General Contractor Option
_____ General Building Contractor Initial this blank if applicant elects to assume responsibility for
_____ General Engineering Contractor obtaining a single permit to cover one multi-
employer project, e.g.

_____ Specialty Contractor high-rise construction project. The duties of employers at the site to
Specialty Contractor Type _____ obey safety and health laws are not changed by this election. A list of
employers on site will be attached by the Division to this application
and the list will be updated as necessary.

Type of Permit Sought:

_____ Annual _____ Multiple Project. (If projects to be covered are similar
_____ Single Project in all important aspects: work is performed by the same
employer and information concerning each project is provided.

Job Start Notification Only

For:

_____ Construction of : _____ Building _____ Structure
_____ Demolition of: _____ Building _____ Structure
_____ Trench and/or Excavation
_____ Tower Crane Erection, Dismantling
_____ Scaffolding and/or Falsework and/or Vertical Shoring

provided with this Any permit based on this application is issued with the understanding that the applicant has knowledge of occupational safety and health orders applicable to the project(s) described in this application and attachments, and that the applicant and supervising personnel will take special care to insure compliance with safety orders reviewed with applicant by the Division in the application process. Issuance of the permit is also conditioned upon the following: 1) Upon initiation of any new project not described in this application, the holder of an annual permit will provide the Division with a completed Project Description Form describing the new project prior to the start of work, preferably at least one week in advance of startup date. A phone call may be used to meet the deadline but will not be considered valid notice unless followed in writing by mailing a completed Project Description Form. 2) The applicant has implemented a written accident prevention program and Code of Safe Practices which meet the requirements of 8 California Administrative Code, Section 1509. 3) The Division will be notified of significant changes in information application if such changes might affect the safety of the activity. 4) The applicant understands that, under the permit program, DOSH schedules routine inspections by authorized personnel for the purpose of verifying that holders of permits are meeting their obligation to provide a safe work place for their employees. The Division reserves the right to revoke a permit if it is unable to promptly verify compliance with the terms and conditions of the permit and its issuance. 5) The applicant understands that failure to comply with any of the above listed conditions for obtaining a permit could result in denial, suspension or revocation of the permit. Employers may appeal these actions to the Director of the Department of Industrial Relations (California Labor Code, Section 6500 et. seq., and 8 California Administrative Code, Section 341).

Is the applicant conducting any activities to be covered by this permit application in partnership or joint venture with any other persons or corporations conducting activities requiring permits? Yes _____
No _____ If “yes” give
details: _____

Have any permits for any project to be covered by this permit application previously been applied for or obtained? Yes _____ No _____ If “yes”,
when _____; from what district office _____ in whose name

(TO ACCOMPANY PROPOSAL)

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: _____

-

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 or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter referred to as "Contractor", as **PRINCIPAL, AND** _____

as **SURETY**, are held and firmly bound unto the **CITY OF POMONA, CALIFORNIA**, hereinafter referred to as the "**CITY**", in the sum of _____

_____ Dollars
(\$ _____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has been awarded and is about to enter into the annexed contract with said City for consideration of the work under the specification entitled, "**PHILLIPS RANCH IMPROVEMENT & WAYFINDING SIGN PROGRAM SPECIFICATION NUMBER 1025.9**", and is required by said City to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said contract on his part to be done and performed at the time and in the manner specified herein; then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may not be pursuant to the terms of said contract, shall not in any way release said Contractor or the Surety thereunder, nor shall any extension of time granted under the provisions of said contract release either said Contractor or said Surety and notice of such alterations or extensions of the contract is hereby waived by said Surety.

IN WITNESS THEREOF, we have hereunto set our hands and seal this _____ day of _____, 2009.

PRINCIPAL

SURETY

PRINCIPAL

ADDRESS

CITY

STATE

ZIP

TELEPHONE

BY: _____
(SEAL)

BY: _____
(SEAL)

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
hereinafter referred to as "Contractor", as **PRINCIPAL**, and _____
as **SURETY**, are held and firmly bound unto the **CITY OF POMONA, CALIFORNIA**, hereinafter
referred to as "**CITY**", in the sum of \$ _____

_____ Dollars
(\$ _____), lawful money of the United States of America, for the payment of
which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has been
awarded and is about to enter into the annexed contract with said City for construction of the work under
the City's specification entitled, "**PHILLIPS RANCH IMPROVEMENT & WAYFINDING SIGN
PROGRAM SPECIFICATION NUMBER 1025.9**", and is required by said City to give this bond in
connection with the execution of said contract.

NOW, THEREFORE, if said Contractor in said contract, or Subcontractor, fails to pay for any materials,
provisions, provender or other supplies, or for the use of implements or machinery, used in, upon, for or
about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or
for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety will
pay for the same, in an amount not exceeding the sum specified above, and also in case suit is brought upon
this bond, a reasonable attorney's fee, to be fixed by the court. This bond shall insure to the benefit of any
and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of
California.

PROVIDED, that any alterations in the work to be done, or the materials to be furnished, which may be
made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety
thereunder nor shall any extensions of time granted under the provisions of said contract release either said
Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by
such Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____

day of _____, 2009.

PRINCIPAL

SURETY

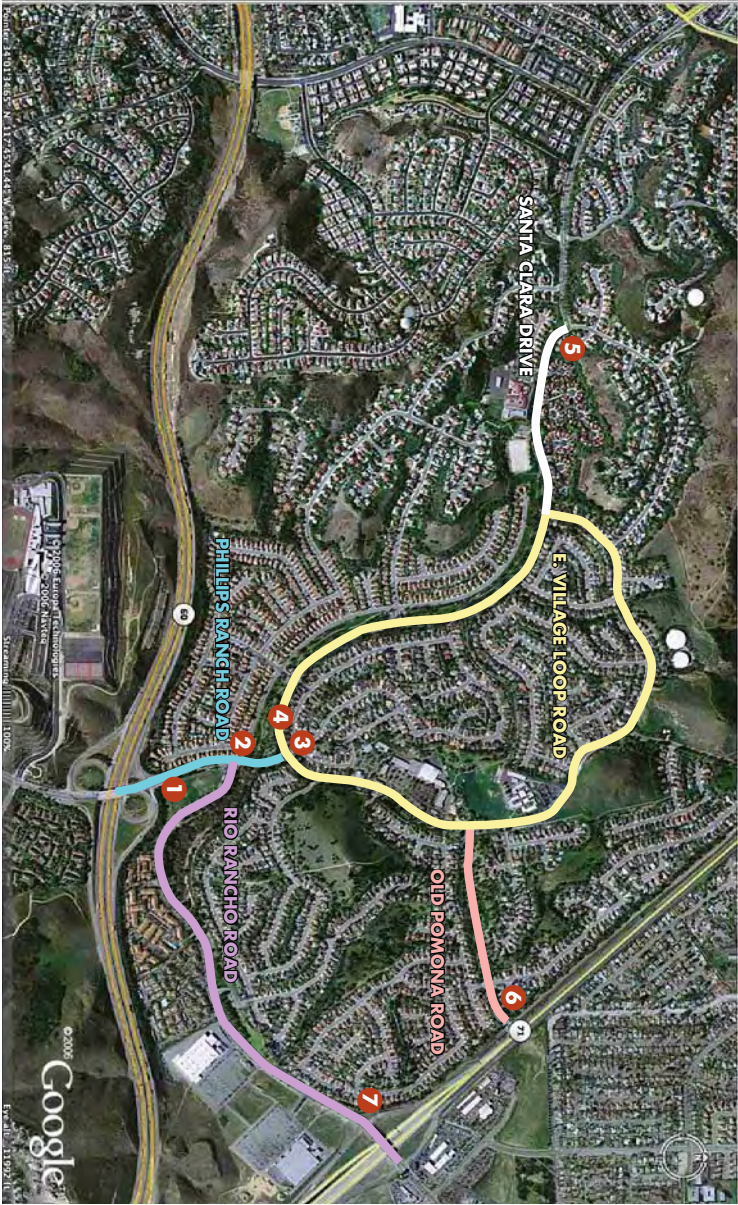
By: _____ BY: _____

(SEAL)

(SEAL)

LOCATION MAP

WAY-FINDING SIGNS



SIGN GRAPHICS LEGEND

- Location 1 - Sign Type B**
PANEL 1 GREAT HARVEST PLAZA PHILLIPS RANCH
PANEL 2 COUNTRY CROSSING PARK
PANEL 3 DECKER PARK
PANEL 4 DIAMOND RANCH HIGH SCHOOL
- Location 2 Sign Type A**
PANEL 1 GREAT HARVEST PLAZA PHILLIPS RANCH
PANEL 2 DIAMOND RANCH HIGH SCHOOL - 60 FRWY
PANEL 3 COUNTRY CROSSING PARK, DECKER PARK
71 FRWY, 10 FRWY, FUEL & PARK SYMBOLS
- Location 3 Type A**
PANEL 1 GREAT HARVEST PLAZA PHILLIPS RANCH
PANEL 2 COUNTRY CROSSING PARK, 57 FRWY
PANEL 3 DECKER PARK, 71 FRWY, 10 FRWY, FUEL & PARK SYMBOLS

- Location 4 Type B**
PANEL 1 GREAT HARVEST PLAZA PHILLIPS RANCH
PANEL 2 DECKER PARK & FIRE STATION
PANEL 3 DIAMOND RANCH HIGH SCHOOL
PANEL 4 71 FRWY, 10 FRWY, FUEL & PARK SYMBOLS
60 FRWY
- Location 5 Type A**
PANEL 1 GREAT HARVEST PLAZA PHILLIPS RANCH
PANEL 2 DIAMOND RANCH HIGH SCHOOL
PANEL 3 COUNTRY CROSSING PARK & DECKER PARK
71 FRWY, 10 FRWY, FUEL SYMBOL & 60 FRWY

- Location 6 Type B**
PANEL 1 GREAT HARVEST PLAZA PHILLIPS RANCH
PANEL 2 COUNTRY CROSSING PARK
PANEL 3 DECKER PARK & FIRE STATION
PANEL 4 DIAMOND RANCH HIGH SCHOOL
- Location 7 Type B**
PANEL 1 GREAT HARVEST PLAZA PHILLIPS RANCH
PANEL 2 COUNTRY CROSSING PARK
PANEL 3 DECKER PARK & FIRE STATION
PANEL 4 DIAMOND RANCH HIGH SCHOOL

- Location 1 - Sign Type B**
NEC PARKWAY AT 60 FREEWAY WB
INTERCHANGE/PHILLIPS RANCH RD.
- Location 2 Sign Type A**
"T" INTERSECTION AT
RIO RANCHO ROAD & PHILLIPS RANCH ROAD
- Location 3 Type A**
"T" INTERSECTION AT
PHILLIPS RANCH ROAD & E. VILLAGE LOOP RD.
- Location 4 Type B**
MEDIAN ± 200' FROM INTERSECTION OF
PHILLIPS RANCH ROAD & E. VILLAGE LOOP RD.
- Location 5 Type A**
"T" INTERSECTION AT
SANTA CLARA DR. & E. VILLAGE LOOP RD.
- Location 6 Type B**
NWC PARKWAY OR MEDIAN AT
DANIEL T. FRAEMBS MEMORIAL HWY SB (71)/RIO RANCHO RD.
RIGHT DIRECT ONLY
- Location 7 Type B**
NWC PARKWAY AT
DANIEL T. FRAEMBS MEMORIAL HWY SB (71)/RIO RANCHO RD.
AHEAD DIRECT

PHILLIPS RANCH
WAY-FINDING
GROUND SIGN PLAN

MICHAEL J. MCALPIN & ASSOCIATES
DESIGN STUDIO
1000 WEST 10TH AVENUE, SUITE 100
DENVER, CO 80202
TEL: 303.733.0000
WWW.MJMAALPIN.COM

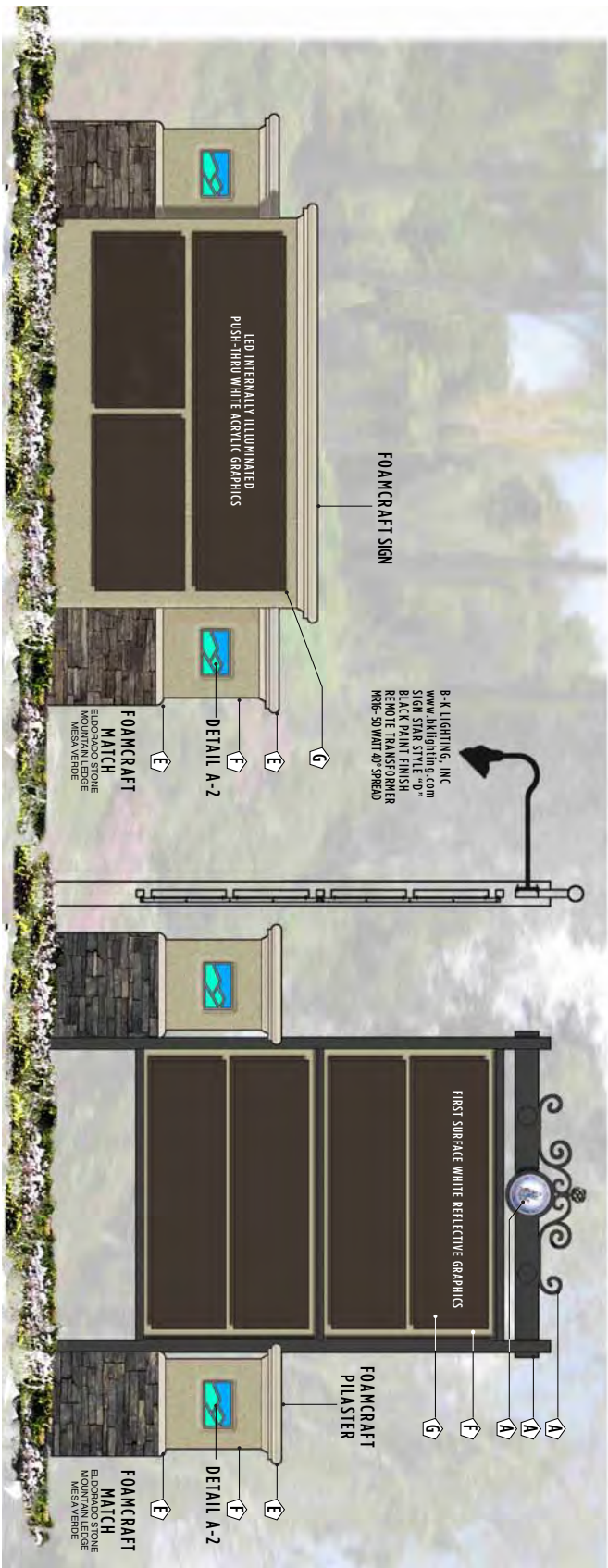
BID SET
SPECIFICATIONS

Appendix A
Specifications

LOCATION
MAP



CITY OF POMONA
505 S. GAREY AVENUE
POMONA, CA 91766



SIGN TYPE A
SPECIFICATIONS

- Location 2 - Sign Type A**
"T" INTERSECTION AT
RIO RANCHO & PHILLIPS RANCH ROAD
- Location 3 - Sign Type A**
"T" INTERSECTION AT
PHILLIPS RANCH ROAD & E. VILLAGE LOOP RD.
- Location 5 - Sign Type A**
"T" INTERSECTION AT
SANTA CLARA DR. & E. VILLAGE LOOP RD.

SIGN TYPE B
SPECIFICATIONS

- Location 1 - Sign Type B**
NEC PARKWAY AT 60 FREEWAY WB
INTERCHANGE/PHILLIPS RANCH RD.
- Location 4 - Sign Type B**
MEDIAN 4200' FROM INTERSECTION OF
PHILLIPS RANCH ROAD & E. VILLAGE LOOP RD.
RIGHT DIRECT
AHEAD DIRECT
- Location 6 - Sign Type B**
NWC PARKWAY OR MEDIAN AT
DANIEL T. FRAEMBS MEMORIAL HWY SB (771)/OLD POMONA RD.
RIGHT DIRECT
- Location 7 - Sign Type B**
NWC PARKWAY AT
DANIEL T. FRAEMBS MEMORIAL HWY SB (771)/RIO RANCHO RD.
AHEAD DIRECT

- ① DE-6371 BLACKQUAK
② BLACK (SATIN)
③ PMS 285C
④ PMS 581C
⑤ DE C155 BONE
⑥ DE C157 MIRON COVE
⑦ DE C156 WEATHERED BROWN
SIGN: FOAMCRAFT
www.safefoamcraft.info
Contact Gary Ortiz

**PHILLIPS RANCH
WAY-FINDING
GROUND SIGN PLAN**

**SIGN COLOR
SPECIFICATIONS**

NOT TO SCALE

**SIGN
TYPE A**

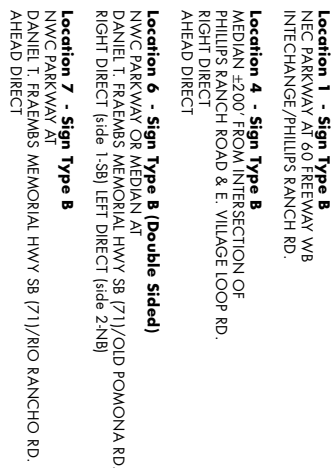


CITY OF POMONA
505 S. GAREY AVENUE
POMONA, CA 91766

MICHAEL J. MCALPIN & ASSOCIATES
DESIGN STUDIO
1000 S. GAREY AVENUE, SUITE 100
POMONA, CA 91766
TEL: 951.261.1234 FAX: 951.261.1235
WWW.MJMCALPIN.COM

**BID SET
SPECIFICATIONS**





1A DE-6371 BLACKJACK
1B BLACK (SATIN)
1C PMS 285C
1D PMS 361C
1E DEC765 BONE
2 DEC751 RINCON COVE
3 DEC755 WEATHERED BROWN
 SIGN: FOAMCRAT
 www.sasfoamcraftfl.info
 Contact Gary Ortiz

PHILLIPS RANCH WAY-FINDING GROUND SIGN PLAN

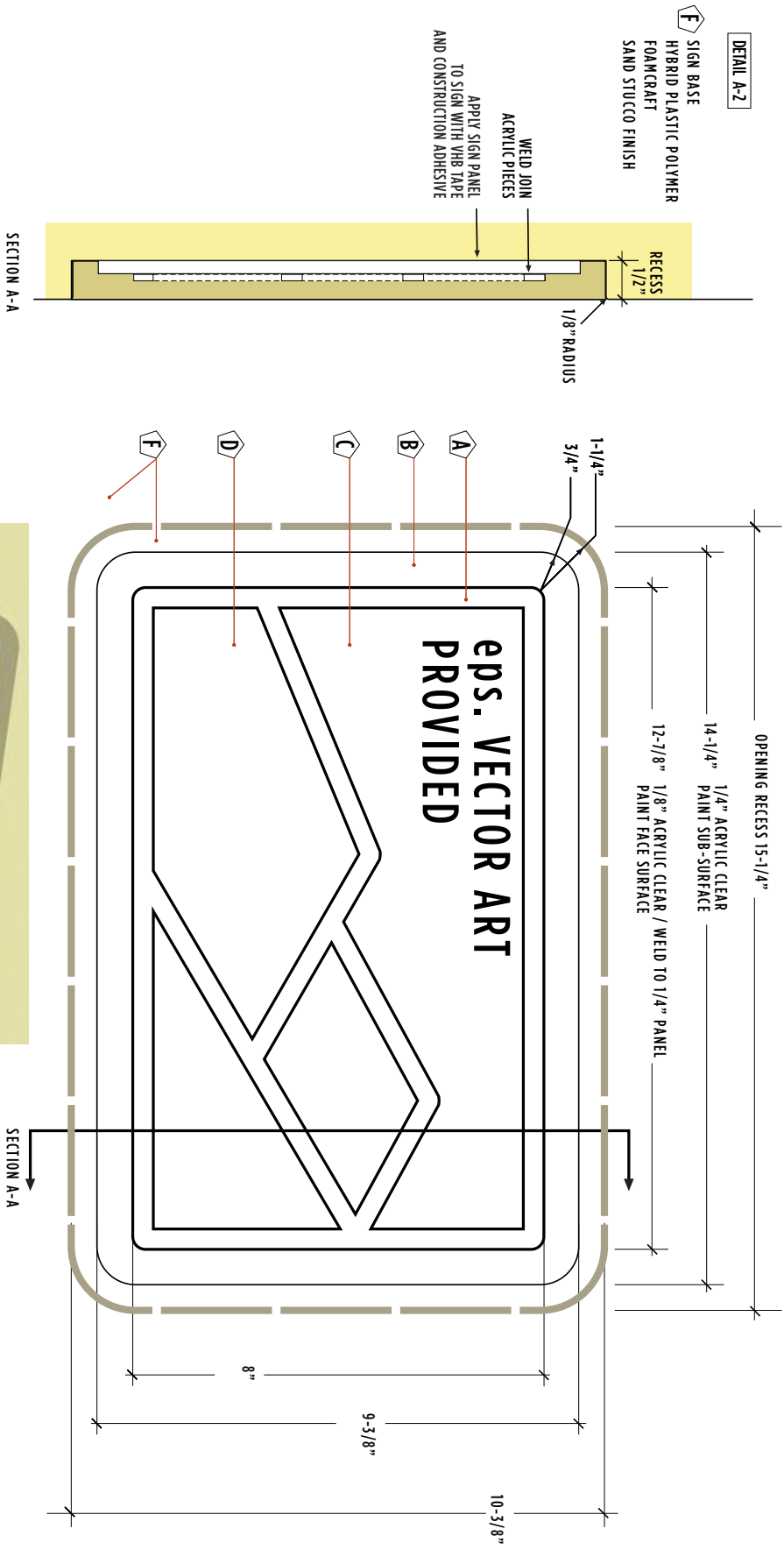
MICHAEL J. MCLAUGHLIN & ASSOCIATES
DESIGN STUDIO
FOR WIDE INTERMEDIATE AND WALKING JUMP
SUNSHINE DRIVE, OCEANVIEW, CA 90754
VOICE 704/722-0035 • FAX 704/722-1197

CITY OF POMONA
505 S. GAREY AVENUE
POMONA, CA 91766



SIGN TYPE B

SCALE 1" = 1"



ARTIST SKETCH
PERSPECTIVE VIEW



- A** DE-6571 BLACK/BLACK
- B** BLACK (SATIN)
- C** PMS 285C
- D** PMS 356C
- E** DE C765 BONE
- F** DE C757 BROWN COVE
- G** DE C756 WEATHERED BROWN

SCALE" = 1"

DETAIL
A-2



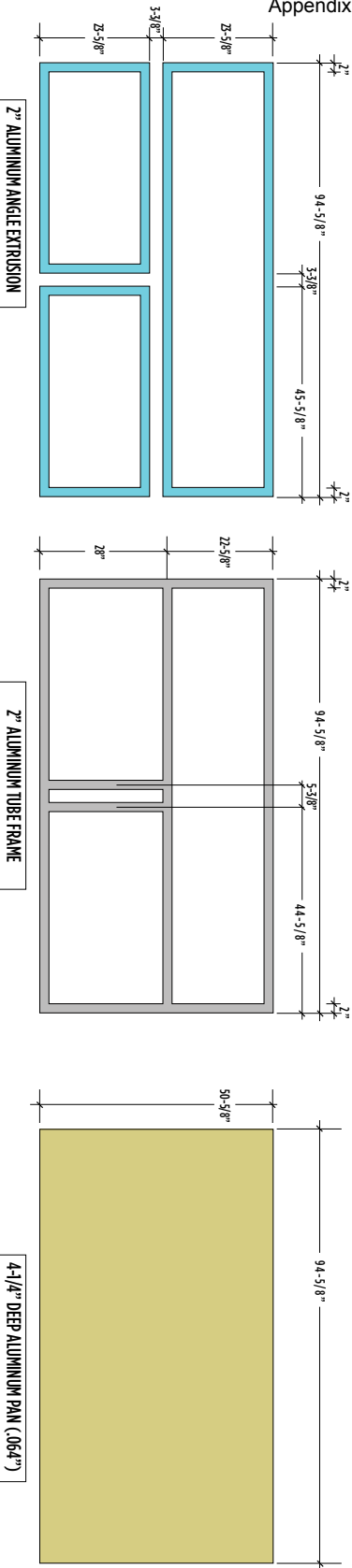
CITY OF POMONA
505 S. GAREY AVENUE
POMONA, CA 91766

**PHILLIPS RANCH LOGO
SPECIFICATIONS**

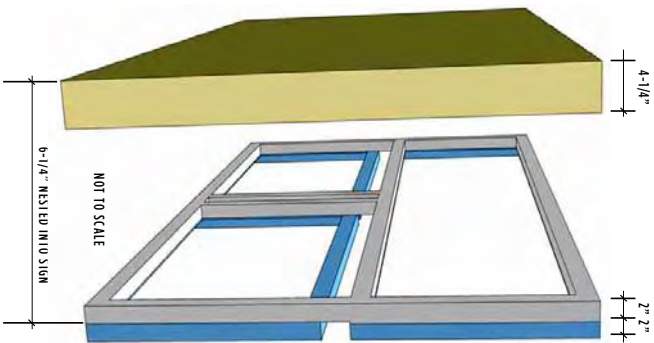
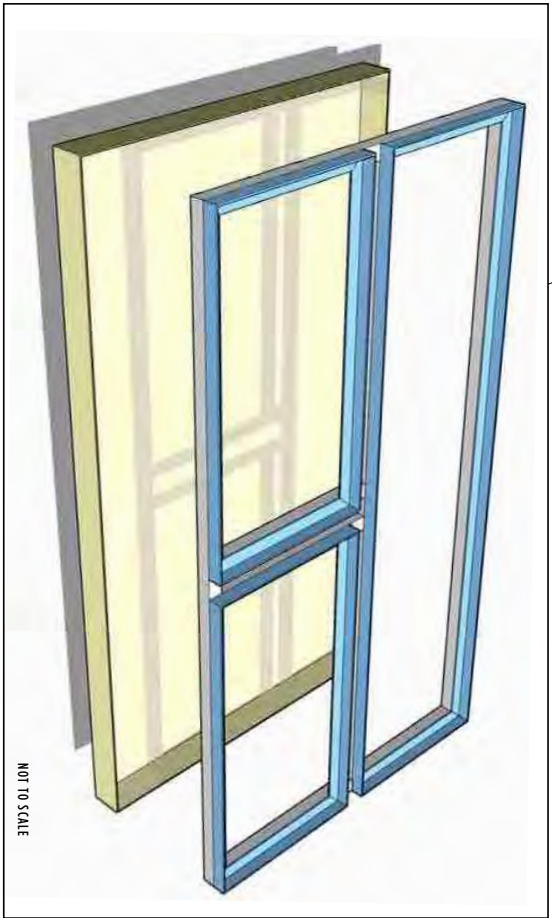
**PHILLIPS RANCH
WAY-FINDING
GROUND SIGN PLAN**

**BID SET
SPECIFICATIONS**

DESIGN STUDIO
MICHAEL J. MCALPIN & ASSOCIATES
1000 N. GATEWAY AVENUE, SUITE 200
POMONA, CA 91766
TEL: 951.261.1234 FAX: 951.261.1235



DETAIL A-3



- ① DE-6571 BLACKJACK
- ② BLACK (SATIN)
- ③ PMS 285C
- ④ PMS 361C
- ⑤ DECT5 BONE
- ⑥ DECT5 WEATHERED BROWN
- ⑦ DECT5 RINGON COVE
- ⑧ SIGN: FOAMCRAFT
- ⑨ www.sales@amcraft.info
- ⑩ Contact Gary Ortiz

PHILLIPS RANCH
WAY-FINDING
GROUND SIGN PLAN

MICHAEL J. MCALPIN & ASSOCIATES
DESIGN STUDIO
1000 WEST 10TH STREET, SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.MJMCALPIN.COM

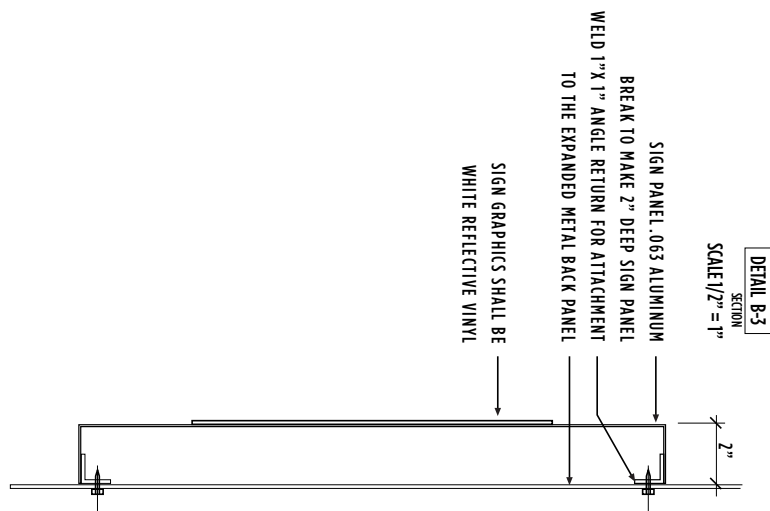
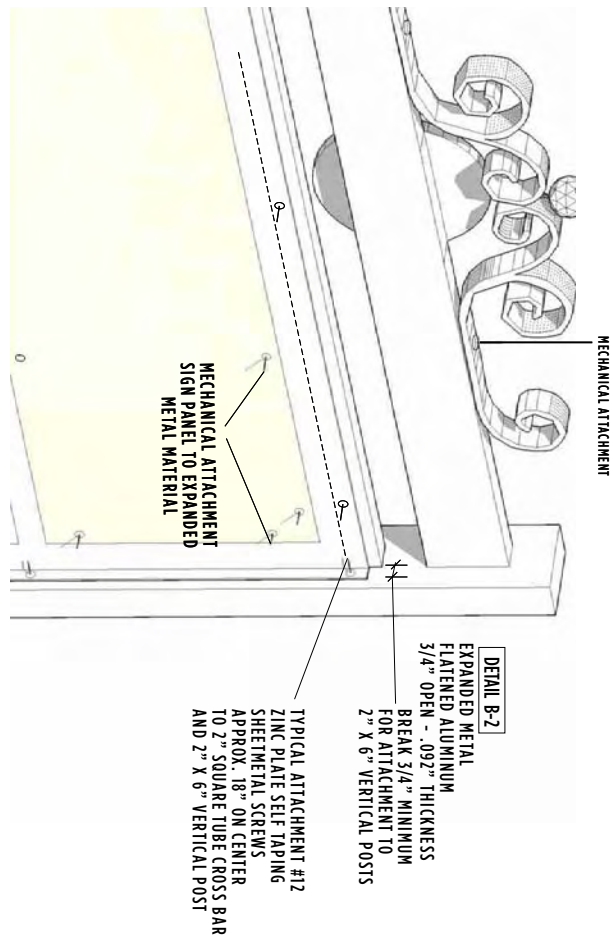
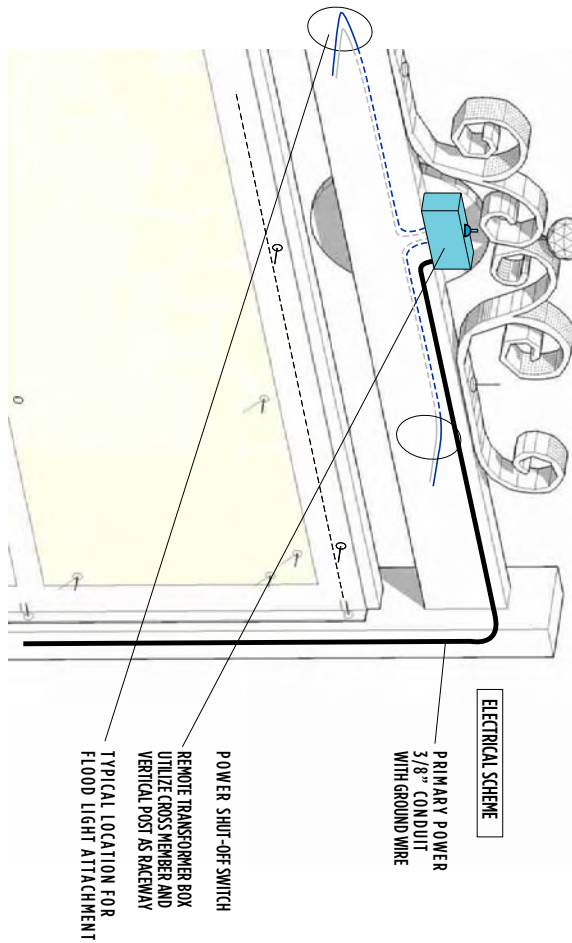
BID SET
SPECIFICATIONS

TENANT PANELS
SIGN TYPE A

SCALE" = 1'
DETAIL
A-3

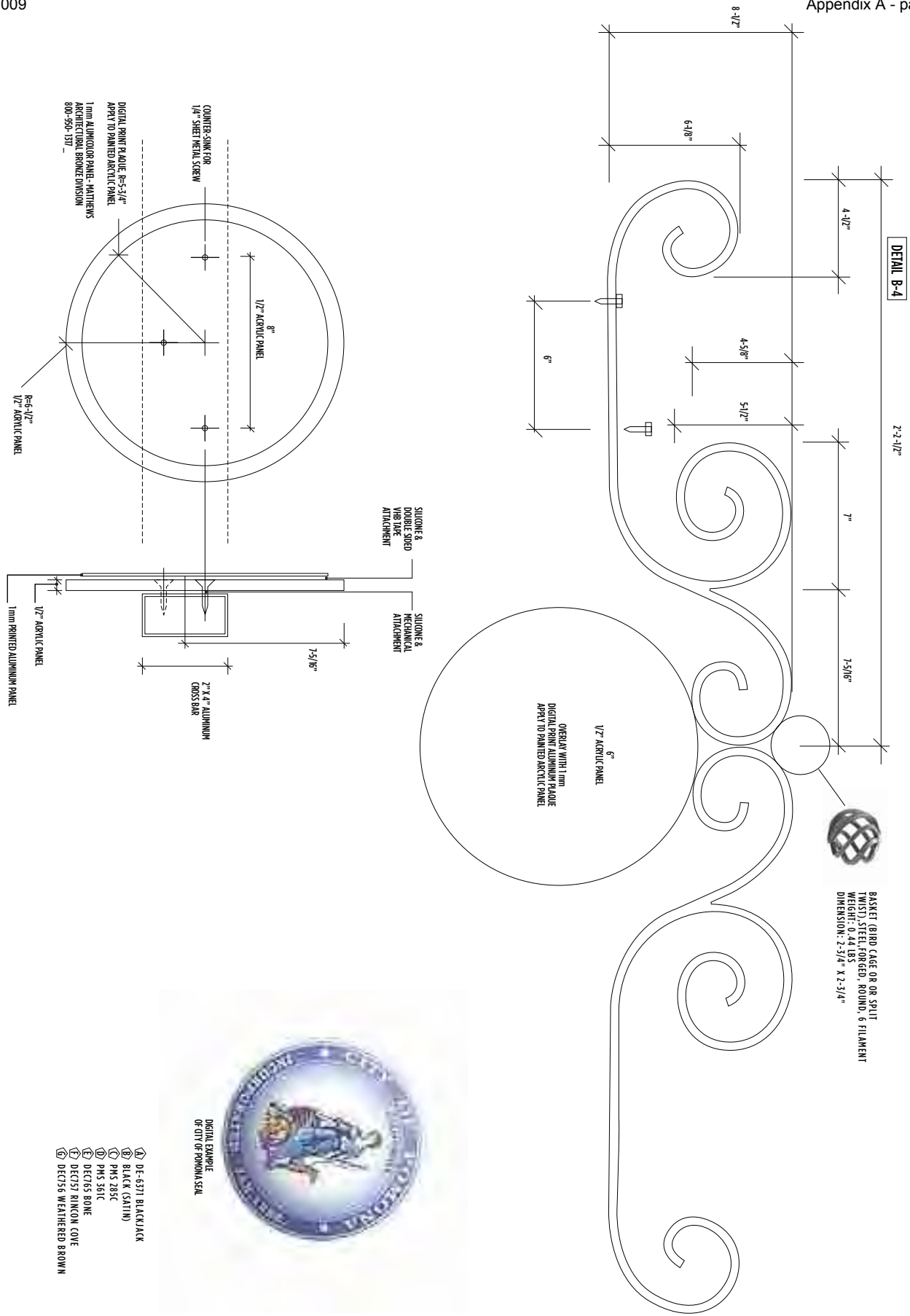


CITY OF POMONA
505 S. GAREY AVENUE
POMONA, CA 91766



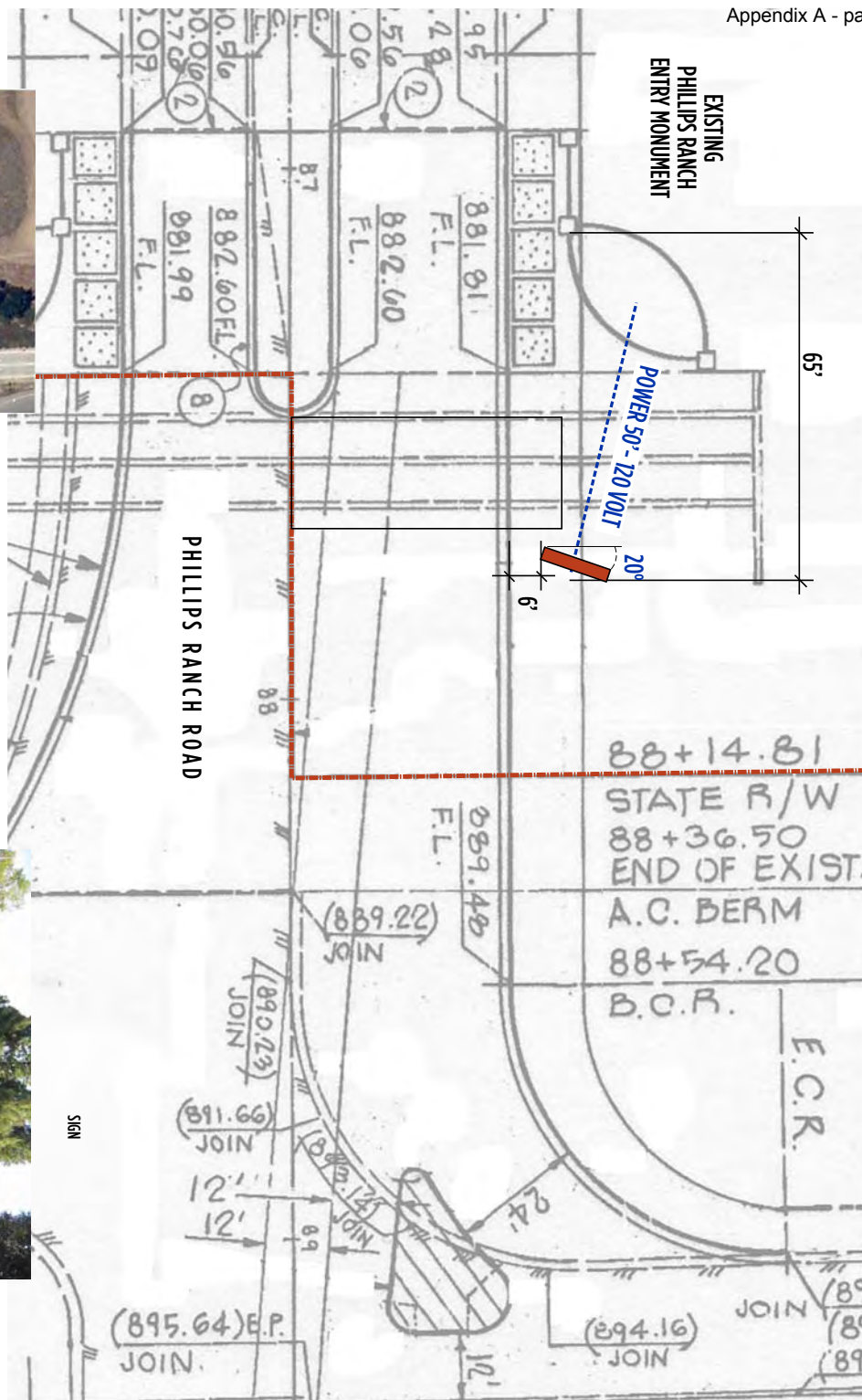
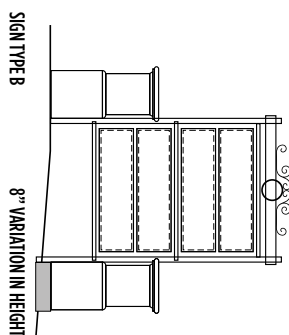
- ① DE-6371 BLACK/JACK
- ② BLACK (SATIN)
- ③ PMS 285C
- ④ PMS 381C
- ⑤ DEC55 BONE
- ⑥ DEC57 RINCON COVE
- ⑦ DEC56 WEATHERED BROWN







- VERIFY:**
- LETTERED LOT - CITY OF POMONA
 - 120V
 - UNDERGROUND UTILITIES - CALL DIG ALERT
 - SETBACK FROM CURB TO ALLOW FOR SIDEWALK



OFF RAMP 60 FREEWAY



PHILLIPS RANCH WAY-FINDING GROUND SIGN PLAN

Location 1 - Sign Type B
 NEC PARKWAY AT 60 FREEWAY WB
 INTERCHANGE/PHILLIPS RANCH RD.

MICHAEL J. McLAUGHLIN & ASSOCIATES
DESIGN STUDIO
FOR ARCHITECTS, ENGINEERS AND BUILDERS
200 JACINTO DRIVE, SUITE 200
WILMINGTON, DE 19804
TEL: (302) 739-2000 • FAX: (302) 739-2031

SCALE 1" = 10'



SITE MAP LOCATION 1



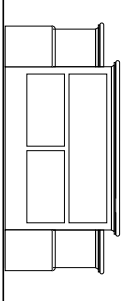
**CITY OF POMONA
505 S. GAREY AVENUE
POMONA, CA 91766**



- NOTES:**
- LETTERED LOT - CITY OF POMONA
 - POWER 120V
 - UNDERGROUND UTILITIES - CALL DIG ALERT
 - SETBACK FROM CURB TO ALLOW FOR SIDEWALK

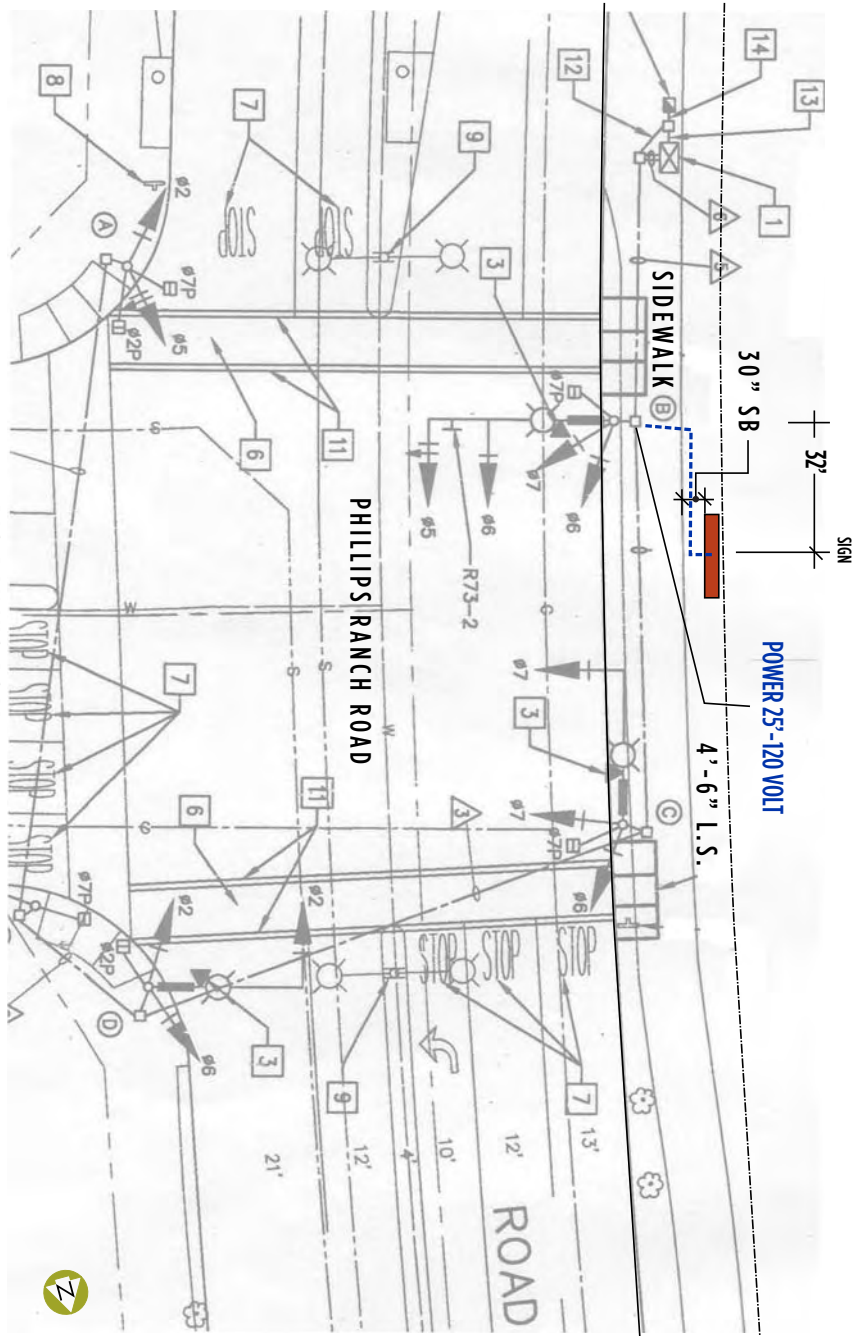


SIGN TYPE A



RIO RANCHO ROAD

PHILLIPS RANCH ROAD



OFF RAMP 60 FREEWAY

PHILLIPS RANCH WAY-FINDING GROUND SIGN PLAN

DESIGN STUDIO
MICHAEL J. MCALPIN & ASSOCIATES
1000 S. GAREY AVENUE, SUITE 100
POMONA, CA 91766
TEL: 909.861.1234
FAX: 909.861.1235
WWW.DESIGNSTUDIO.COM

Location 2 - Sign Type A
"T" INTERSECTION AT
RIO RANCHO ROAD & PHILLIPS RANCH ROAD

SCALE 1" = 10'



SITE MAP
LOCATION 2



CITY OF POMONA
505 S. GAREY AVENUE
POMONA, CA 91766



- NOTES:
- LETTERED LOT - CITY OF POMONA
 - POWER 120V
 - UNDERGROUND UTILITIES - CALL DIG ALERT
 - RETAINING WALL SPECIFICATION

PHILLIPS RANCH ROAD

VILLAGE LOOP ROAD

LANDSCAPE LOT
CITY OF POMONA

42" SB

STREET LIGHT

SIGNAL

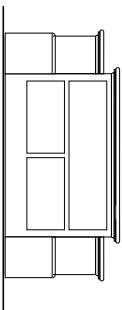
13' + RETAINING WALL

POWER 20'-120 VOLT

SEE SHEET X FOR RETAINING WALL SECTION



SIGN TYPE A



Location 3 - Sign Type A
"T" INTERSECTION AT
PHILLIPS RANCH ROAD & E. VILLAGE LOOP RD.

PHILLIPS RANCH WAY-FINDING GROUND SIGN PLAN

BID SET
SPECIFICATIONS

MICHAEL J. MCALPIN & ASSOCIATES
DESIGN STUDIO
3000 WEST 10TH STREET, SUITE 200
POMONA, CA 91768
TEL: 909.861.1234 FAX: 909.861.1235

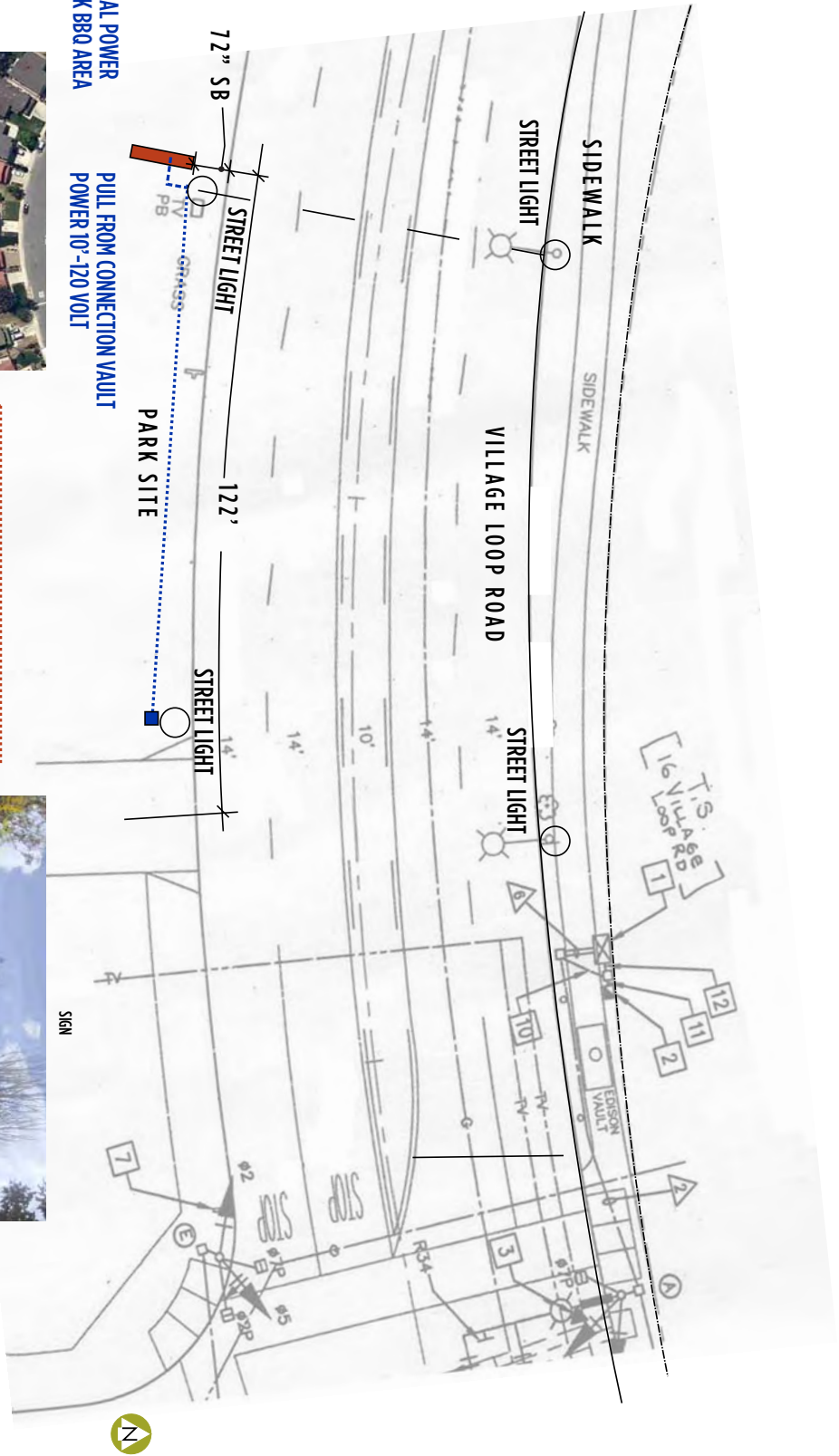


SCALE 1" = 10'

SITE MAP
LOCATION 3



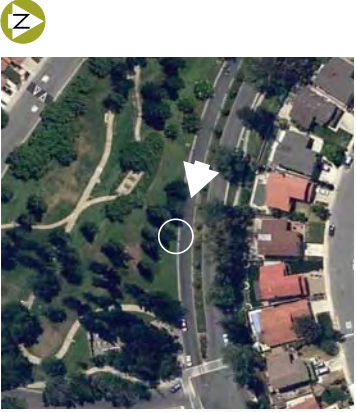
CITY OF POMONA
505 S. GAREY AVENUE
POMONA, CA 91766



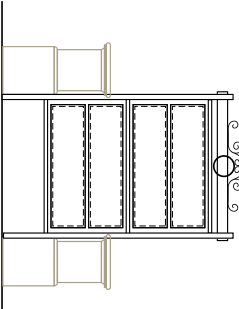
OPTIONAL POWER
AT PARK BBQ AREA

PULL FROM CONNECTION VAULT
POWER 10'-120 VOLT

- NOTES:
- PARK LOCATION - CITY OF POMONA
 - POWER 120V
 - UNDERGROUND UTILITIES - CALL DIG ALERT



SIGN TYPE B
ELIMINATE PILASTERS FOR
MEDIAN LOCATION



Location 4 - Sign Type B
MEDIAN ± 200' FROM INTERSECTION OF
PHILLIPS RANCH ROAD & E. VILLAGE LOOP RD.



SCALE 1" = 10'

SITE MAP
LOCATION 4



CITY OF POMONA
505 S. GAREY AVENUE
POMONA, CA 91766

PHILLIPS RANCH WAY-FINDING GROUND SIGN PLAN

BID SET
SPECIFICATIONS

MICHAEL J. KOSLOWSKI & ASSOCIATES
DESIGN STUDIO
1000 WEST 10TH AVENUE, SUITE 100
POMONA, CA 91766
TEL: 951.781.1111 FAX: 951.781.1112
WWW.MJKASOCIATES.COM



- NOTES:
- LETTERED LOT - CITY OF POMONA
 - POWER 120V
 - UNDERGROUND UTILITIES - CALL DIG ALERT
 - RETAINING WALL SPECIFICATION

AVENEDA RANCHEROS

VILLAGE LOOP ROAD

LANDSCAPE LOT
CITY OF POMONA

56'

+ RETAINING WALL

42" SB

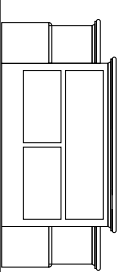
SIDEWALK

NEW SIGNAL
POWER 12' - 120 VOLT

SEE SHEET X FOR RETAINING WALL SECTION



SIGN TYPE A



CITY OF POMONA
505 S. GAREY AVENUE
POMONA, CA 91766



SITE MAP
LOCATION 5

SCALE 1" = 10'



Location 5 - Sign Type A
"T" INTERSECTION AT
SANTA CLARA DR. & E. VILLAGE LOOP RD

PHILLIPS RANCH
WAY-FINDING
GROUND SIGN PLAN

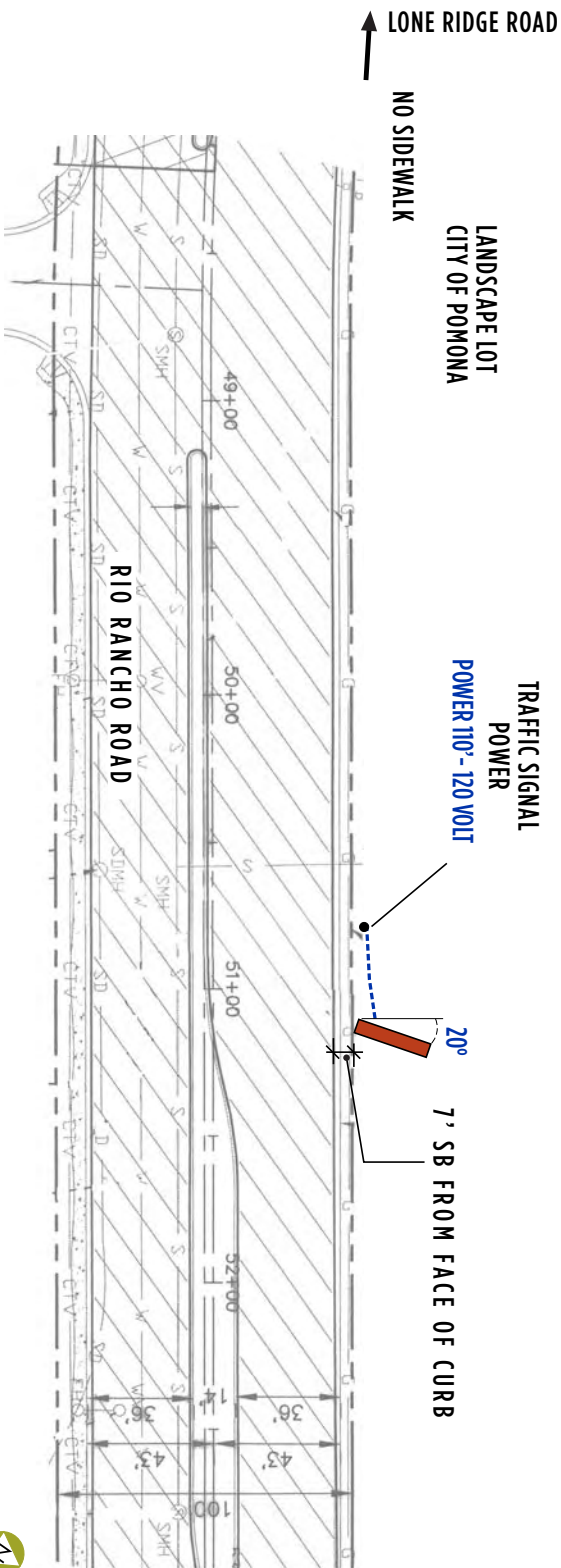
BID SET
SPECIFICATIONS

MICHAEL J. KOSLOWSKI & ASSOCIATES
DESIGN STUDIO
1000 E. 10TH STREET, SUITE 100
POMONA, CA 91766
TEL: 951.261.1111 FAX: 951.261.1112

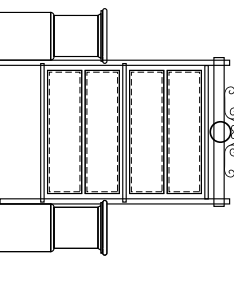




- NOTES:
- LETTERED LOT - CITY OF POMONA
 - ENCROACHMENT INTO MWD EASEMENT APPROVAL REQUIRED
 - POWER 120V
 - UNDERGROUND UTILITIES - CALL DIG ALERT
 - 3" GAS LINE + 45' NO CENTER LINE
 - GRADE ADJUSTMENT BASE



SIGN TYPE B



Y.J. INC.

DATE 8/10/2009
TEL: (661) 259-0700
FAX: (661) 259-0900

Sign Design Based on 2007 CBC

Job # JTS_2459
Project Phillips Ranch - Monument
Job Location Various Locations
Pomona, CA

INPUT DATA

Exposure category (B, C or D)
Importance factor, pg 73, (0.87, 1.0 or 1.15)
Basic wind speed (3 sec. gust wind)
Topographic factor (Sec 6.5.7.2, pg 28 & 45)
Height to top
Vertical dimension (for wall, s = h)
Horizontal dimension
Dimension of return corner
Moment Arm

C	Category II
I	1.00
V	90 mph
K _s	1 Flat
h	6 ft
s	6 ft
B	12.38 ft
L _r	1.67 ft
A	3.16 ft

DESIGN SUMMARY

Max horizontal wind pressure
Max total horizontal force at centroid of base
Max bending moment at centroid of base

P	=	18 psf
F	=	1,337 kips
M	=	4,225 ft-kips

ANALYSIS

Velocity Pressure

$$q_h = 0.00256 K_z K_{zt} V^2 I^2$$

$$= 14.98 \text{ psf}$$

where:

q_h = velocity pressure at mean roof height, h, (Eq. 6-15, page 27)

K_z = velocity pressure exposure coefficient

evaluated at height, h, (Tab. 6-3, Case 1, pg 79)

K_{zt} = wind directionality factor, (Tab. 6-4, for building, page 80)

h = height of top

$$= 6.00 \text{ ft}$$

Wind Force Case A: resultant force through the geometric center (Sec. 6.5.14 & Fig. 6-20)

$$P = q_h G C_p =$$

$$= 18 \text{ psf}$$

$$F = P A_s$$

$$= 1.34 \text{ kips}$$

$$M = F(h - 0.5s) \text{ for sign, } F(0.55h) \text{ for wall}$$

$$= 4.23 \text{ ft-kips}$$

$$T =$$

$$= 0.00 \text{ ft-kips}$$

$$\text{Where: } G = \text{gust effect factor, (Sec. 6.5.8, page 26)}$$

$$= 0.85$$

$$C_p = \text{net force coefficient, (Fig. 6-20, page 73)}$$

$$= 1.40$$

$$A_s = B s$$

$$= 74.3 \text{ ft}^2$$

Footings Design

Diameter 1.50 FT.
Soil Pressure 100.00 PSF/FT
S_i 300.58 PSF
A 1.73 FT
EMBED. 3.40 FT

$$18'' \text{ Dia. Depth} = 3.5''$$

Pole Design

MOD. Required Alum. Round Tube
USE S
0.53 2.75" OD x 3/16" Wall S=0.905

The diagram shows a side elevation of a sign structure. It features a main vertical pole with a diameter of 18 inches. At the top, there is a cabinet by other means, which is 9 feet 4 inches wide. Below the cabinet, there are two round tubes, each 2.75 feet in diameter and 3/16 inch thick. The distance between the centers of these tubes is 8 feet 8 inches. The bottom section of the pole is 2 feet 0 inches wide. The drawing also indicates various fasteners like bolts and nuts, and notes about the coating and paint used.

ELEVATION

N.T.S.

This is a circular professional engineer seal for the State of California. It contains the following information: "REGISTERED PROFESSIONAL ENGINEER", "MADRONA", "No. C72319", "Exp. 6/30/2010", and "CIVIL".



Y.J. INC.

25379 Wayne Mills Pl # 272
Valencia, CA 91355

DATE 8/11/2009
TEL: (661) 259-0700
FAX: (661) 259-0900

Sign Design Based on 2007 CBC

Job # JTS_2459
Project Phillips Ranch - Monument-2
Job Location Various Locations
Pomona, CA

INPUT DATA

Exposure category (B, C or D) = C
Importance factor, pg 73, (0.87, 1.0 or 1.15) I = 1.00 Category II
Basic wind speed (3 sec. gust wind) V = 90 mph
Topographic factor (Sec.6.5.7.2, pg 26 & 45) K_{zt} = 1 Flat
Height to Top h = 11.25 ft
Vertical dimension (for wall, s = h) s = 11.25 ft
Horizontal dimension B = 8.9 ft
Dimension of return corner L_r = 0.5 ft
Moment Arm A = 4.4 ft

DESIGN SUMMARY

Max horizontal wind pressure p = 20 psf
Max total horizontal force at centroid of base F = 2.003 kips
Max bending moment at centroid of base M = 12.390 ft-kips

ANALYSIS

Velocity pressure

$$q_h = 0.00256 K_h K_{zt} K_d V^2 I = 14.98 \text{ psf}$$

where:

q_h = velocity pressure at mean roof height, h. (Eq. 6-15, page 27)

K_h = velocity pressure exposure coefficient = 0.85

evaluated at height, h. (Tab. 6-3, Case 1, pg 79)

K_d = wind directionality factor. (Tab. 6-4, for building, page 80) = 0.85

h = height of top = 11.25 ft

Wind Force Case A: resultant force through the geometric center (Sec. 6.5.14 & Fig. 6-20)

$p = q_h G C_f = 20 \text{ psf}$
 $F = p A_s = 2.00 \text{ kips}$
 $M = F (h - 0.5s) \text{ for sign, } F (0.55h) \text{ for wall} = 12.39 \text{ ft-kips}$
 $T = 0.00 \text{ ft-kips}$
where: G = gust effect factor. (Sec. 6.5.8, page 26) = 0.85
 C_f = net force coefficient. (Fig. 6-20, page 73) = 1.49
 $A_s = B s = 100.1 \text{ ft}^2$

Footing Design

Diameter 1.50 FT
Soil Pressure 100.00 PSF/FT
 S_1 493.87 PSF
A 3.16 FT
EMBED. 5.58 FT

18" Dia. Depth = 5'-7"

Pole Design

MOD. Required USE Alum. Rect. Tube
Sx 3.91 6"x2"Rect x1/4"Wall Sx=5.07

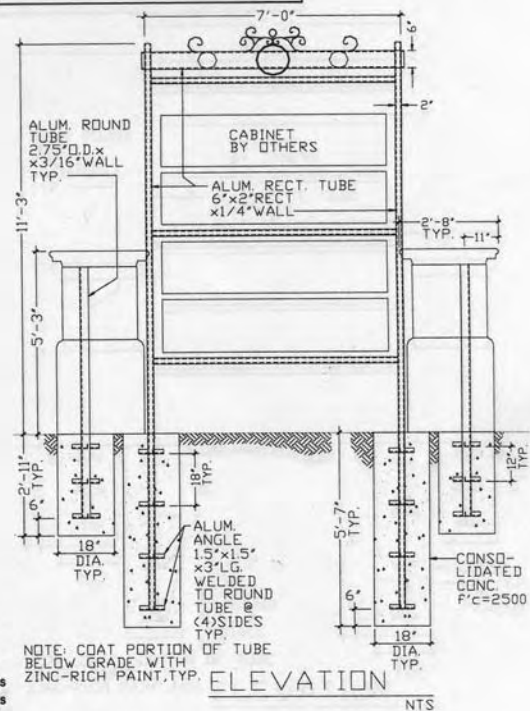
Footing Design (Side Poles)

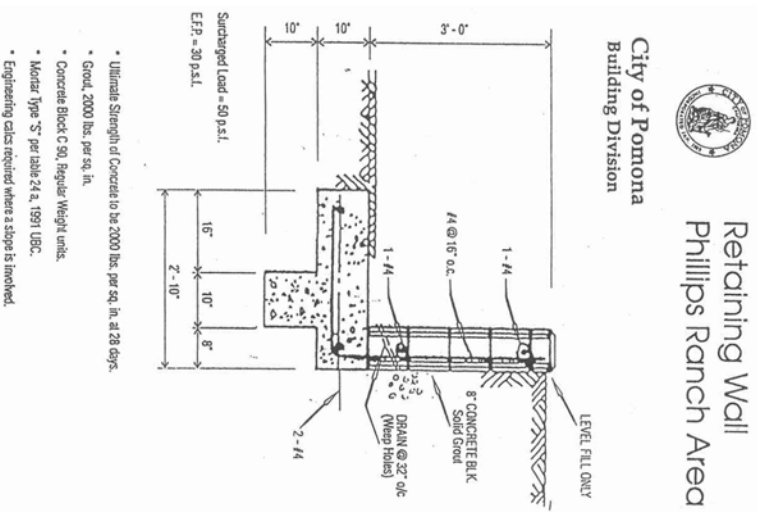
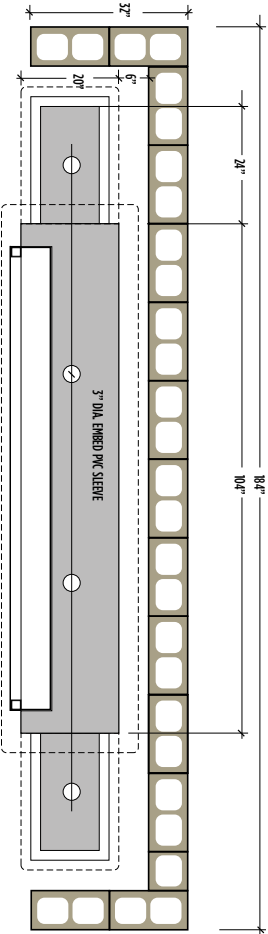
Diameter 1.50 FT
Soil Pres 100.00 PSF/FT
 S_1 252.70 PSF
A 1.43 FT
EMBED. 2.86 FT

18" Dia. Depth = 2'-11"

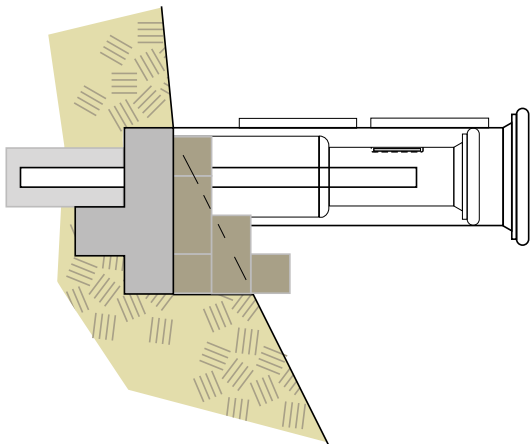
Side Pole Design

MOD. Required USE Alum. Round Tube
S 0.30 2.75"OD x 3/16" Wall S=0.906





- Ultimate Strength of Concrete to be 2000 lbs. per sq. in. at 28 days.
- Grod, 2000 lbs. per sq. in.
- Concrete Block C 90, Regular Weight units.
- Mortar Type "S" per Table 2.4, 1991 UBC.
- Engineering calcs required where a slope is involved.



- ① DE-6371 BLACK/JACK
- ② BLACK (SATIN)
- ③ PMS 285C
- ④ PMS 361C
- ⑤ DEC755 BONE
- ⑥ DEC757 RINCON COVE
- ⑦ DEC756 WEATHERED BROWN

CITY OF POMONA
505 S. GAREY AVENUE
POMONA, CA 91766



SCALE" = 1"
SHEET
X

SHEET X
RETAINING WALL
DETAIL

PHILLIPS RANCH
WAY-FINDING
GROUND SIGN PLAN

BID SET
SPECIFICATIONS

MICHAEL J. MCALPIN & ASSOCIATES
DESIGN STUDIO
1000 WEST 10TH STREET, SUITE 200
POMONA, CA 91766
TEL: 909.785.1234 FAX: 909.785.1235
WWW.MJMAA.COM

**SIGN LOCATION 1
SIGN TYPE B**



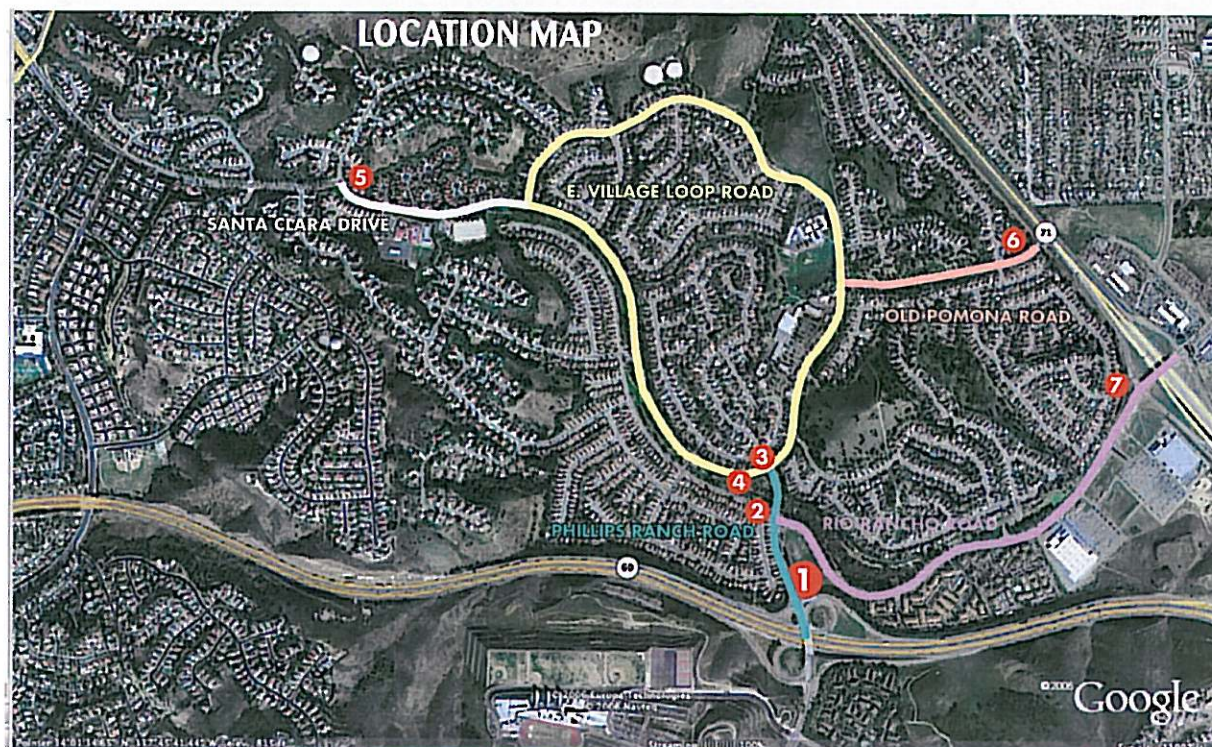
SIGN MESSAGE MATRIX

MICHAEL J. MCLAUGHLIN & ASSOCIATES
DESIGN STUDIO
FOR IMAGE, INTERPRETATIVE AND WAY-FINDING SIGNS
2047 JANET CIRCLE, OCEANSIDE CA 92054
VOICE 760.722.7020 - FAX 760.722.7019

BID SET
SPECIFICATIONS

SIGN LOCATION 1
SIGN TYPE B

VECTOR ART EPS
PROVIDED FOR EACH
SIGN PANEL



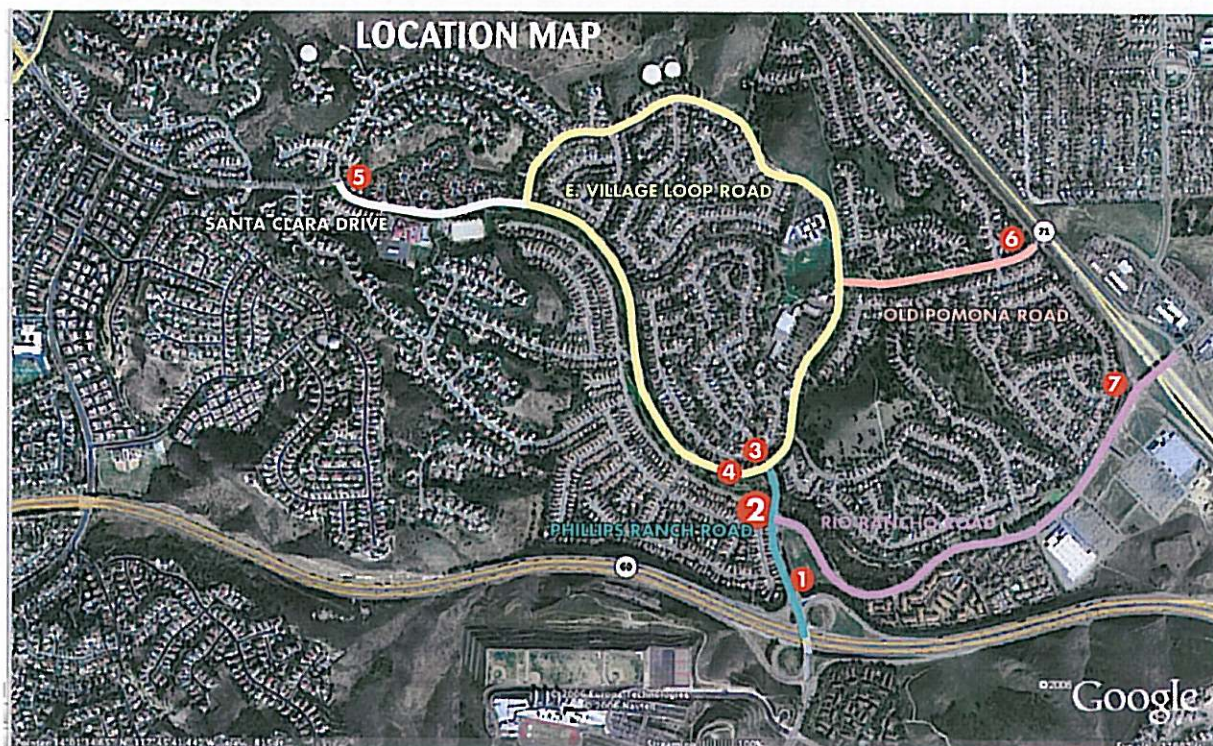
SIGN LOCATION 2
SIGN TYPE A

SIGN MESSAGE MATRIX

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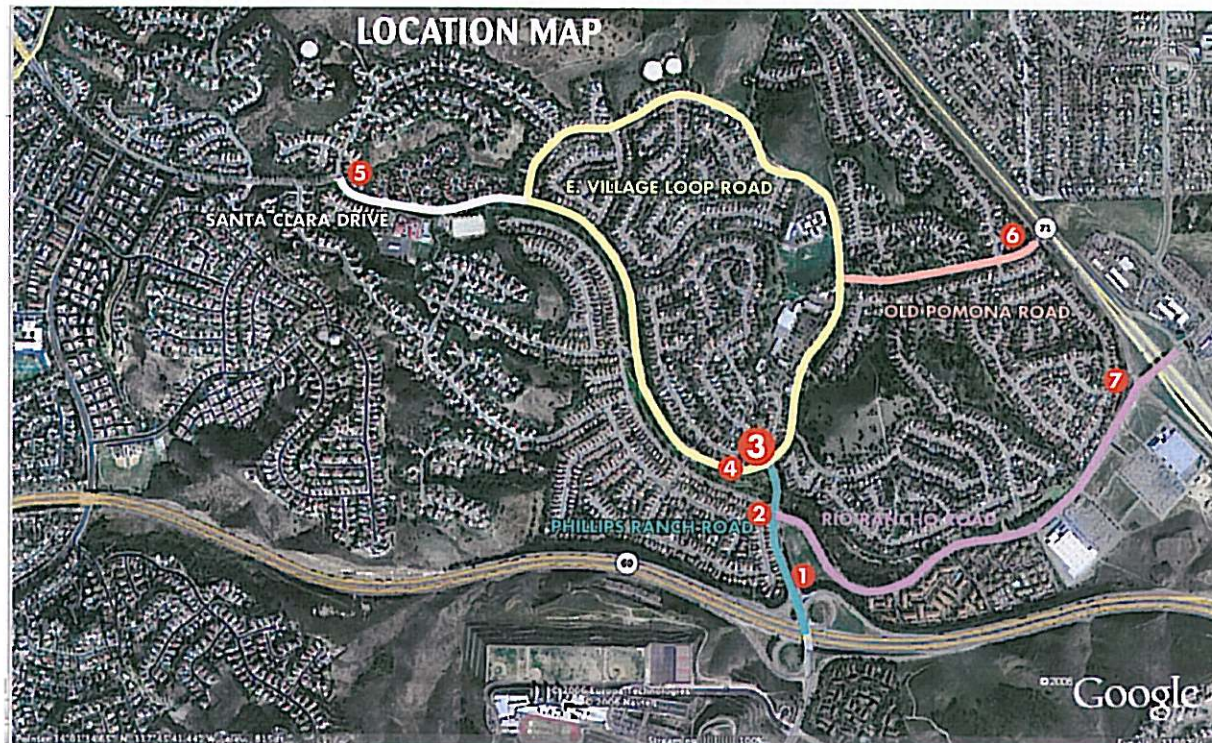
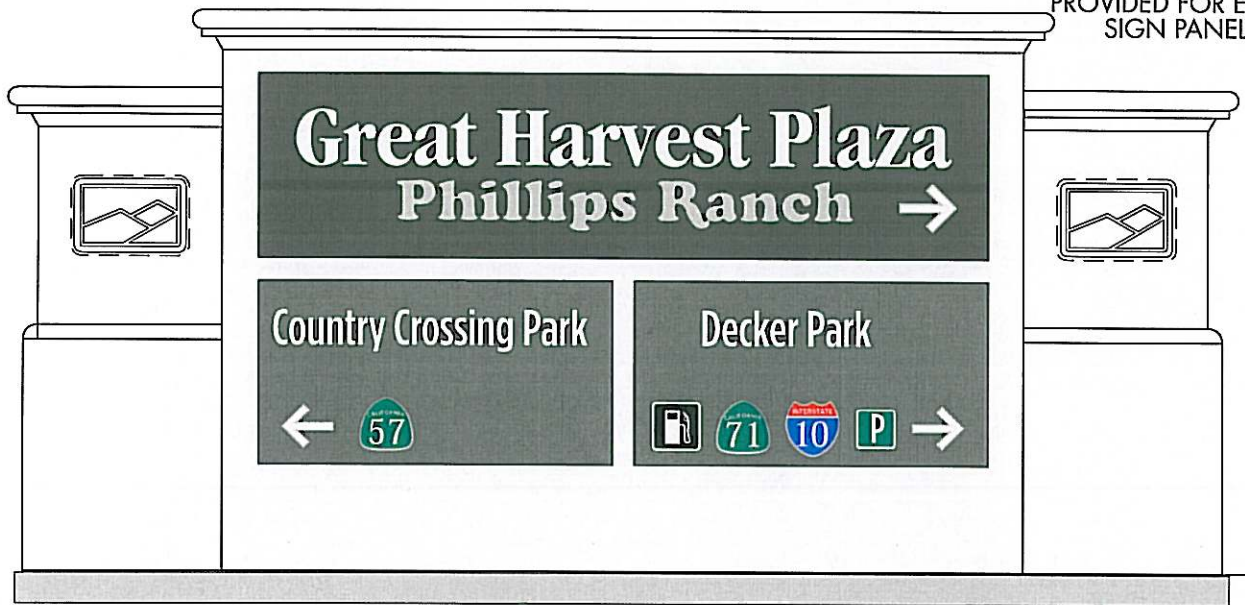
SIGN LOCATION 3
SIGN TYPE A

SIGN MESSAGE MATRIX

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BID SET
SPECIFICATIONS

VECTOR ART EPS
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Appendix B4, 38 A4

**SIGN LOCATION 4
SIGN TYPE B**

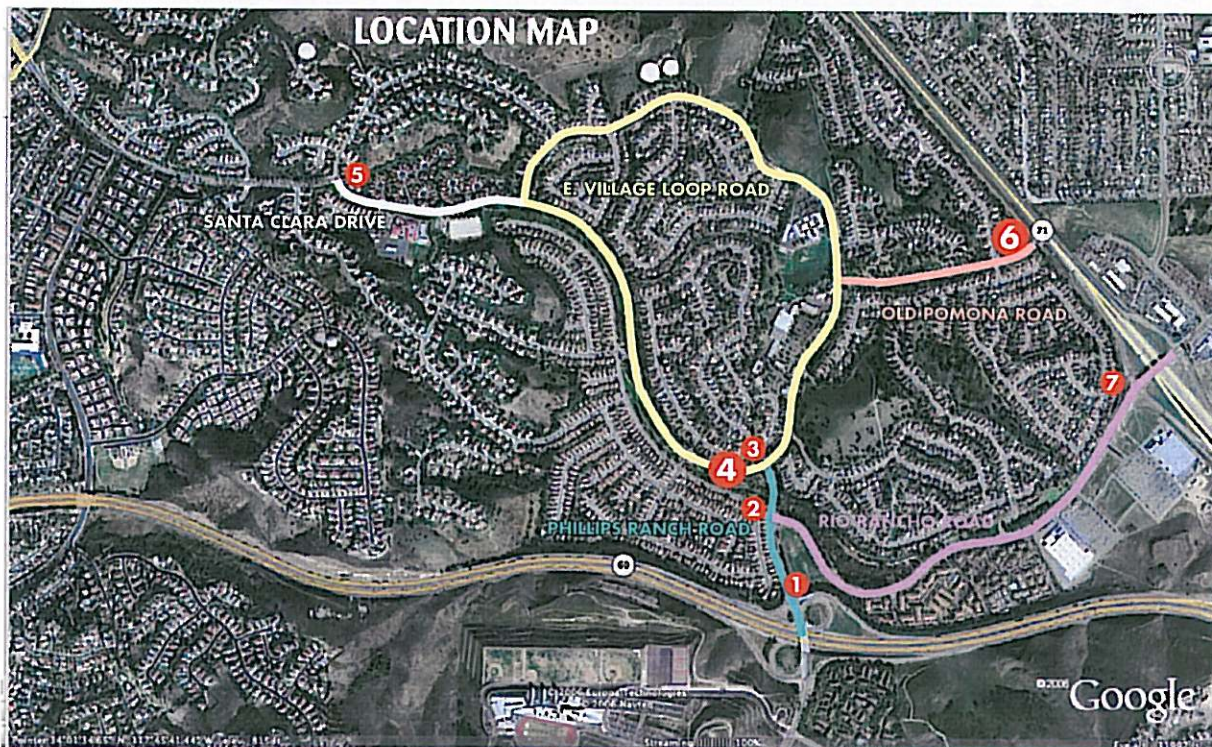


SIGN MESSAGE MATRIX

MICHAEL J. MCLAUGHLIN & ASSOCIATES
DESIGN STUDIO
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2047 JANET CIRCLE, OCEANSIDE CA 92054
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BID SET
SPECIFICATIONS

VECTOR ART EPS
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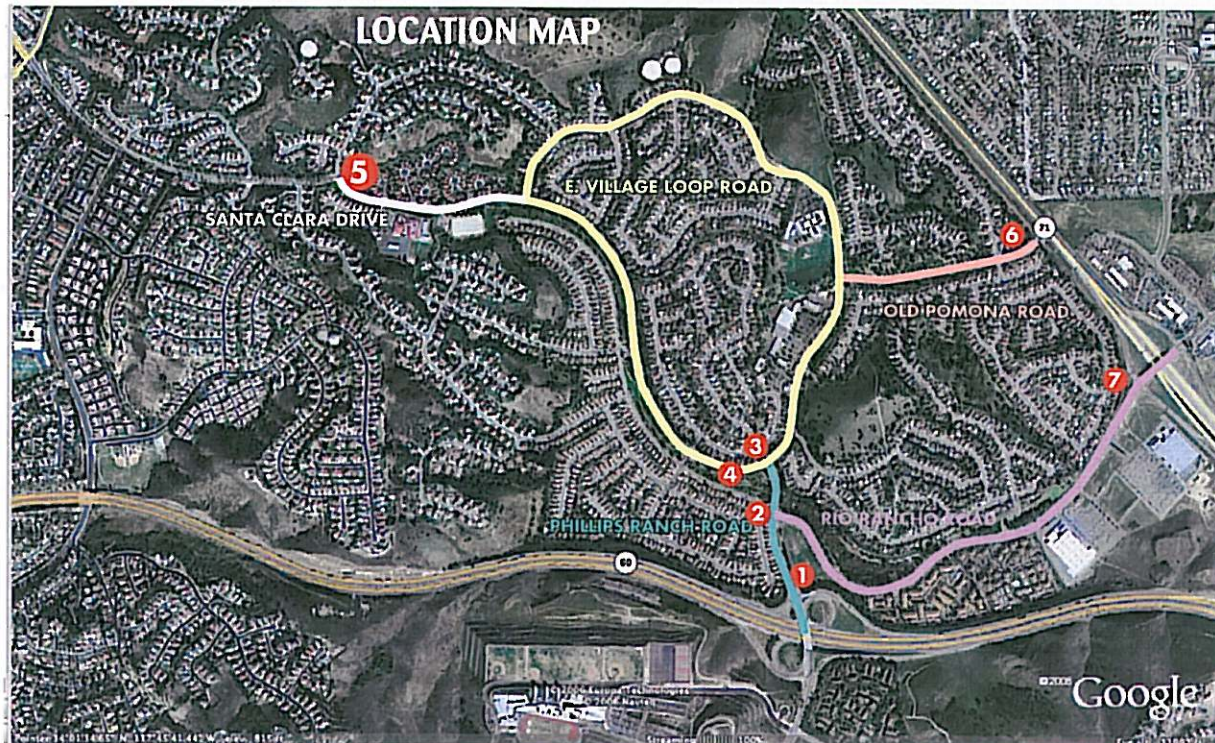
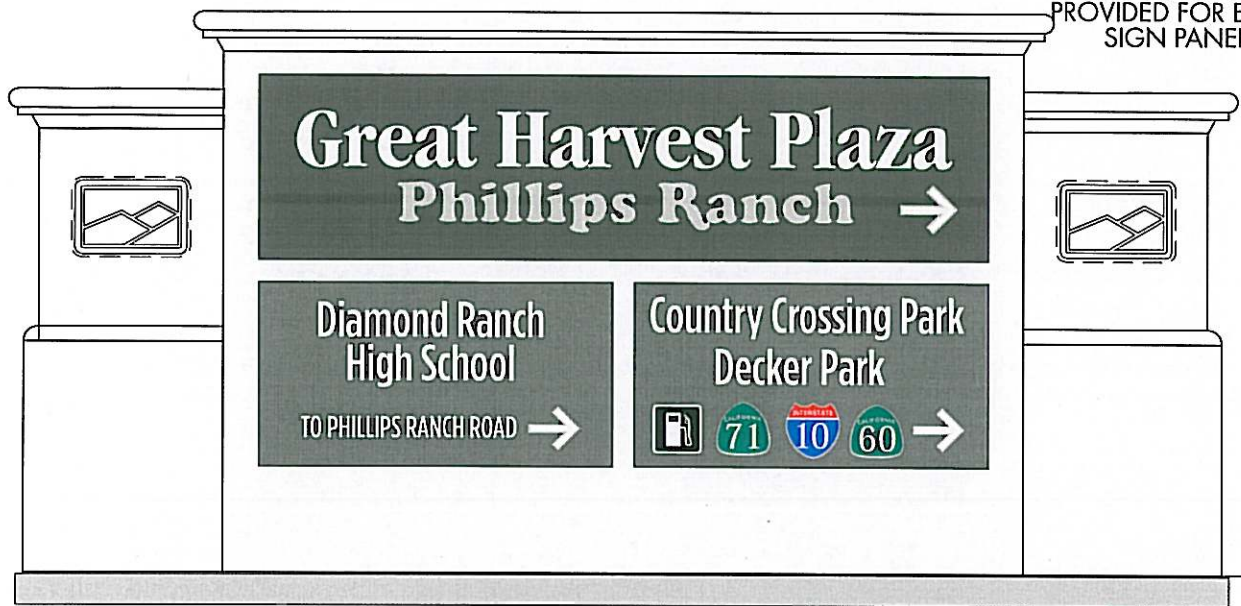
SIGN LOCATION 5
SIGN TYPE A

SIGN MESSAGE MATRIX

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BID SET
SPECIFICATIONS

VECTOR ART EPS
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**SIGN LOCATION 6
SIGN TYPE B**



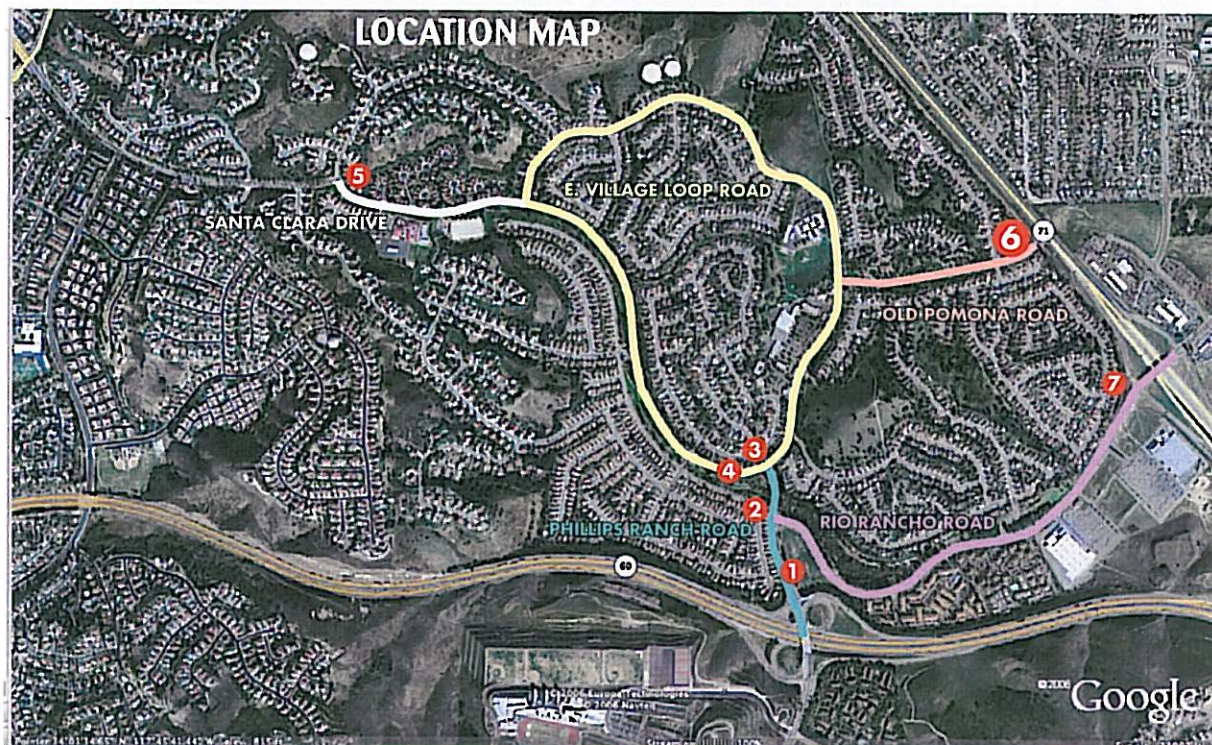
SIGN MESSAGE MATRIX

MICHAEL J. MCLAUGHLIN & ASSOCIATES
DESIGN STUDIO
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SPECIFICATIONS

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MIRROR GRAPHICS ON SIDE 2
ARROWS DIRECT WEST



**SIGN LOCATION 7
SIGN TYPE B**



SIGN MESSAGE MATRIX

MICHAEL J. MCLAUGHLIN & ASSOCIATES
DESIGN STUDIO
FOR IMAGE, INTERPRETATIVE AND WAY-FINDING SIGNS
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BID SET
SPECIFICATIONS

VECTOR ART EPS
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SIGN PANEL

