

**DEPARTMENT OF PUBLIC WORKS  
CITY OF DIAMOND BAR  
CALIFORNIA**



**SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR**

**PROJECT FOR THE INSTALLATION OF TRAFFIC SIGNAL BATTERY BACK-UP  
SYSTEMS AT TWENTY (20) SIGNALIZED INTERSECTIONS**

**CITY PROJECT NO. 24117**

All Questions Regarding This Project  
Are to be Directed To:

**Christian Malpica  
Associate Engineer  
City of Diamond Bar  
(909) 839-7040**

**CITY OF DIAMOND BAR**

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

**November 2016**

**CITY OF DIAMOND BAR**  
**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**PROJECT FOR THE INSTALLATION OF TRAFFIC SIGNAL BATTERY BACK-UP  
SYSTEMS AT TWENTY (20) SIGNALIZED INTERSECTIONS**

By: Mark J. Esposito 11/10/16  
Mark Esposito Date  
RCE No. C69921



**PREPARED BY:**  
ADVANTEC Consulting Engineers, Inc.  
21700 E. Copley Drive, Suite 350  
Diamond Bar, CA 91765  
Telephone: 909-860-6222

The City Clerk of the City of Diamond Bar, California will receive at her office in the City Hall, in said City, until 2:00 p.m. on **December 8, 2016** sealed bids for the performance of the above described services.

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# **PART I**

## **BIDDING AND CONTRACTUAL DOCUMENTS**

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**CITY OF DIAMOND BAR**

**NOTICE INVITING SEALED BIDS**

**PROJECT FOR THE INSTALLATION OF TRAFFIC SIGNAL BATTERY BACK-UP SYSTEMS AT TWENTY (20) SIGNALIZED INTERSECTIONS**

**RECEIPT OF BIDS:** Sealed bids will be received at the office of the City Clerk, City Hall, Diamond Bar, California, until 2:00 o'clock p.m. on Monday, **December 8, 2016** for the furnishing of all labor, materials and equipment for traffic signal battery backup system work. The words "DO NOT OPEN". Bid: City of Diamond Bar, Traffic Signal Battery Backup System Project to be opened at 2:00 o'clock p.m. on **December 8, 2016**" shall appear on the envelope of each sealed bid and each sealed envelope shall be addressed to the City Clerk, City Hall, 21810 Copley Drive, Diamond Bar, California 91765. The bids will be publicly opened and read in the City Hall, Diamond Bar, California, at **2:00 o'clock p.m. on December 8, 2016.**

**DESCRIPTION OF WORK:** The work to be performed or executed under these specifications consists of and includes the installation of Traffic Signal Battery Backup System and other incidental and appurtenant work necessary for the proper construction of the contemplated improvement, as indicated on the project plans.

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

**ENGINEER'S ESTIMATE:** The Traffic Signal Battery Backup System Project is estimated to cost **\$200,000**, all in accordance with the provisions of the Plans, Specifications, Special Provisions, Notices and Instructions to Bidders.

**OBTAINING CONTRACT DOCUMENTS:** Plans, Specifications, Special Provisions, and all contract documents may be obtained at the office of the City Clerk, City Hall, Diamond Bar, California 91765, upon payment of a non-refundable fee of \$40.00. There is a charge of \$55.00 for each set of plans and specifications that are requested to be mailed.

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

**MINIMUM QUALIFICATIONS OF BIDDERS:** Prospective bidders should examine the minimum qualifications found in the "Information for Bidders" section, pages 3 through 8.

Bidders who do not meet the minimum qualifications should not submit a bid, as the bids will be considered nonresponsive.

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

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

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

**PAYMENT:** Payment will be made to the Contractor in accordance with the Specifications and Special Provisions.

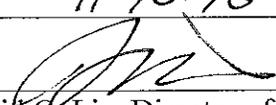
**CITY'S RIGHTS RESERVED:** The City of Diamond Bar reserves the right to reject all bids, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the City of Diamond Bar. No bidder may withdraw his bid for a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

The City of Diamond Bar reserves the right to waive any irregularity or informality in any bid to extent permitted by law, and to add or delete any/all future bid items to this specification.

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

CITY OF DIAMOND BAR, CALIFORNIA

DATE: 11.10.16

  
By: David G. Liu, Director of Public Works

## INFORMATION FOR BIDDERS

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

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

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

7. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
8. INSURANCE AND BONDS: The Contractor shall not commence work under this contract until he has secured all insurance and bonds required under this section nor shall he allow any subcontractor to commence work on this subcontract until all similar insurance issued in compliance with this section shall be issued in the form, and be an insurer of the insurers, satisfactory to and first approved by the City in writing. Certificates of Insurance in the amounts required shall be furnished by the Contractor to the City prior to the commencement of work.

The Contractor shall maintain adequate Workers' 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 Workers' Compensation Insurance laws.

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

laborers thereunder. The Faithful Performance Bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payment to be made under the contract computed on the basis of the prices stated in the bid. The Labor and Material Bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

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

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

11. AWARD OF CONTRACT: No bid will be considered from a Contractor who is not licensed as Class A or C-10 contractor at the time of award in accordance with the provisions of the Contractor's License Law (California Business and Professions Code, Section 7000 et. Seq.) and rules and regulations adopted pursuant thereto or to whom a bid form has not been issued by the City of Diamond Bar. The City may award the Contract to the lowest responsible bidder for the total base bid amount, whose bid complies with the requirements of these specifications. The award, if made, will be made within ninety (90) calendar days after the opening of the bids, provided that the award may be made after said period of the successful bidder shall not have given the City written notice of the withdrawal of his bid.

12. COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder including qualifications, references, proper licensing, adequate workforce and experience for the performance of the work covered by the bid.
13. LISTING SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Government Code Section 4100 and following). Forms for this purpose are furnished with the contract documents. The name and location of business of any subcontractor who will perform work exceeding ½ of 1% of the prime contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater, **must** be submitted with the bid. Any other information regarding the foregoing subcontractors that is required by the City to be submitted may be submitted with the bid, or may be submitted to City up to 24 hours after the deadline established herein for receipt of bids. The additional information must be submitted by the bidder to the same address and in the same form applicable to the initial submission of the bid.
14. WORKERS' COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure the payment of compensation to his employees. The Contractor shall sign and file with the City the following certificate prior to performing the work under this contract: **"I am aware of the provisions of Section 3700 of the Labor Code which require compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."** The form of such certificate is included as part of the contract documents.
15. BID BOND RETURN: Bid bonds of three or more low bidders, the number being at the discretion of the City, will be held for sixty (60) days or until posting by the successful bidder of the Bonds required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned after consideration of the bids.
16. EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the form agreement provided, and shall secure all insurance and bonds as herein provided within ten (10) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid bond. If the successful bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the Contract, such bidder's guarantees shall be likewise forfeited to the City. The work may then be re-advertised.
17. "OR EQUAL": Pursuant to Division 5, Chapter 4, Article 4 (commencing at #4380) Government Code, all specifications shall be deemed to include the words "or equal",

provided however that permissible exceptions hereto shall be specifically noted in the specifications.

18. EMPLOYMENT OF APPRENTICES Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist. In addition to the above State Labor Code Requirements regarding the employment of apprentices and trainees, the Contractor and all subcontractors shall comply with Section 5 a.3, Title 29 of the Code of Federal Regulations (29CFR).
19. 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.
20. WAGE RATES: The Contractor and/or subcontractor shall pay wages as indicated in the "Notice Inviting Sealed Bids" section of these specifications. The Contractor shall forfeit as penalty to the City of Diamond Bar, two hundred dollars (\$200.00) for laborers, workmen, or mechanics employed for each calendar day, or portion thereof, if such laborer, workman or mechanic employed is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of Labor Code, and in particular, Sections 1770 to 1781 inclusive.  
  
Copies of all collective bargaining agreements relating to the work as set forth in the aforementioned Labor Code are on file of the Department of Industrial Relations, Division of Labor Statistics and Research.
21. PERMITS, FEES AND LICENSES: The contractor shall possess a valid Business License prior to the issuance of the first payment made under this contract. Additionally, the Contractor shall possess a valid "Class A" or "C-10".
22. TIME OF COMPLETION AND LIQUIDATED DAMAGES: Bidder must agree to commence work on or before the date of written "Notice to Proceed" of the City and to fully complete the project within thirty (30) working days thereafter. Bidder must agree also to pay as liquidated damages, the sum of five hundred dollars (\$500.00) for each calendar day thereafter.
23. CONFLICT OF INTEREST: In the procurement of supplies, equipment, construction and services by sub-recipients, the conflict of interest provisions in (State LCA-24 CFR 85.36 and Non-Profit Organizations – 24 CFR 84.4), OMB Circular A-110, and 24 CFR

570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

**BID**

**PROJECT FOR THE INSTALLATION OF TRAFFIC SIGNAL BATTERY BACK-UP SYSTEMS AT TWENTY (20) SIGNALIZED INTERSECTIONS**

**CITY PROJECT NO. 24117**

Date \_\_\_\_\_, 2016

To the City Council of the City of Diamond Bar:

The Undersigned hereby declares:

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

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

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

- (b) That this bid is made without collusion with any person, firm or corporation.
- (c) That he has carefully examined the location of the proposed work and has familiarized himself with all of the physical and climatic conditions, and makes this bid solely upon his own knowledge.
- (d) That by submitting this Bid, he acknowledges receipt and knowledge of the contents of those communications sent by the City of Diamond Bar to him at the address furnished by him to the City of Diamond Bar when this bid form was obtained.
- (e) That he has carefully examined the specifications, both general and detail and the drawings attached hereto, and communications sent to him as aforesaid, and makes this bid in accordance therewith.
- (f) That, if this bid is accepted he will enter into a written contract for the performance of the proposed work with the City of Diamond Bar.
- (g) That he proposes to enter into such Contract and to accept in full payment for the work actually done there under the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are estimates and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this bid is a certified or cashier's check or bidder's bond, payable to the order of the City of Diamond Bar in the sum of

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

Said bidder's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state.

It is understood and agreed that should the bidder fail within ten days after award of contract to enter into the contract and furnish acceptable surety bonds, then the proceeds of said check, or bidder's bond, shall become the property of the City of Diamond Bar, but if this Contract is entered into and said bonds are furnished, or if the bid is not accepted then said check shall be returned to the undersigned, or the bidder will be released from the bid bond.

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Telephone of Bidder

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

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

**BID SCHEDULE  
FOR TRAFFIC SIGNAL BATTERY BACK-UP SYSTEM INSTALLATION  
AT TWENTY (20) SIGNALIZED INTERSECTIONS**

**CITY PROJECT NO. 24117**

In accordance with the Specifications and Special Provisions therefore approved by the City Council of the City of Diamond Bar, the undersigned bidder is herewith submitting the following bid prices for the performance of the entire work as described in these specification documents and attached plans, subject to furnishing all materials.

<b>Bid Item</b>	<b>Item Description</b>	<b>Unit</b>	<b>Amount</b>
1	Diamond Bar Boulevard & Highland Valley Road	LS	
2	Diamond Bar Boulevard & SR-57 NB On-Ramp	LS	
3	Diamond Bar Boulevard & Palomino Drive	LS	
4	Diamond Bar Boulevard & K-Mart Drive	LS	
5	Diamond Bar Boulevard & Gold Rush Drive	LS	
6	Diamond Bar Boulevard & Crestview/Tin Drive	LS	
7	Diamond Bar Boulevard & Clear Creek Canyon Drive	LS	
8	Diamond Bar Boulevard & Shadow Canyon Drive	LS	
9	Diamond Bar Boulevard & Sugar Pine Place	LS	
10	Golden Springs Drive & Calbourne Drive	LS	
11	Golden Springs Drive & Rapidview Drive	LS	
12	Golden Springs Drive & SR-60 EB Ramps	LS	
13	Golden Springs Drive & Racquet Club Drive	LS	
14	Golden Springs Drive & Golden Prados Drive	LS	
15	Golden Springs Drive & Prospectors Drive	LS	
16	Golden Springs Drive & Carpio Drive	LS	
17	Golden Springs Drive & High Knob Road	LS	
18	Brea Canyon Road & SR-60 WB Ramps	LS	
19	Pathfinder Road & Brahma Boulevard	LS	
20	Pathfinder Road & Evergreen Springs Drive	LS	

TOTAL AMOUNT OF BID (IN FIGURES)→

Total Bid Amount in Words:

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

All work called for on the construction documents, and as otherwise agreed to by the City, are to provide a completed project with all systems operating properly and ready for use. The undersigned further agrees that in case of default in executing the required contract, with necessary bond, within ten (10) days, not including Sundays and legal holidays, after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid shall become the property of the City of Diamond Bar, and this bid and the acceptance thereof may be considered null and void.

---

NAME OF BIDDER (PRINT)

---

SIGNATURE

---

DATE

---

ADDRESS

---

CITY

---

ZIP CODE

---

TELEPHONE

---

STATE CONTRACTOR'S LICENSE NO.

---

CLASSIFICATION

---

EXPIRATION DATE

I declare under penalty of Perjury of the laws of the State of California that the representations made herein are true and correct in accordance with the requirements of California Business and Professional Code Section 7028.15.

---

CONTRACTOR SIGNATURE OR AUTHORIZED OFFICER

**LIST OF SUBCONTRACTORS\***

BID OPENING DATE \_\_\_\_\_

PROJECT \_\_\_\_\_

LOCATION \_\_\_\_\_

CLIENT \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Name Under Which Subcontractor is Licensed	License No.	Address of Office, Mail, or Shop	Percent of Total Contract	Specific Description of Bid Item

\* In compliance with the provisions of the Public Contract Code Section 4104, the undersigned bidder herewith sets forth the name, location of the place of business, and California contractor license of each Subcontractor – who will perform work or labor or render service to the Prime Contractor, specially fabricates and installs a portion of the work or improvement necessary to complete construction contained in the plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor’s total base bid amount or, in the case of bids or offers for the construction of streets or highways, including bridges in excess of one-half (1/2) of 1 percent (1%) of the Prime Contractor’s total base bid or ten thousand (\$10,000.00), whichever is greater, and the portion of the work which will be done by each Subcontractor.

## **DECLARATION OF ELIGIBILITY TO CONTRACT**

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

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

1. The contractor is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The contractor is aware of California Public Contract Code Section 6109, which states:
  - (a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded or perform work as a subcontractor on a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.
  - (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
4. The contractor has investigated the eligibility of each and every subcontractor the contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

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

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

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

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

Name of Company: \_\_\_\_\_

## BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

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

### QUESTIONNAIRE

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

YES \_\_\_\_\_

NO \_\_\_\_\_

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

### STATEMENT

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

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

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

## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Project Identification: BATTERY BACK-UP SYSTEM INSTALLATION  
AND MODIFICATIONS AT TWENTY (20) SIGNALIZED INTERSECTIONS

**Bid Date: December 8, 2016**

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

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

\*The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary Occupational Injuries and Illnesses, OSEA No. 102.

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

\_\_\_\_\_  
Name of Bidder (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
State Contractors' License Number & Class.

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone





**AFFIDAVIT FOR INDIVIDUAL BIDDER**

STATE OF CALIFORNIA            )  
  )SS  
COUNTY OF LOS ANGELES        )

\_\_\_\_\_ being first duly  
sworn, deposes and says:

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature of Officer Administering oath (Notary Public)



**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 DIAMOND BAR, 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, will and truly to be made, we bind ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said contract has been  
awarded and is about to enter into the annexed contract with said City for consideration of the  
work under the specification entitled BATTERY BACK-UP SYSTEM INSTALLATION  
AND MODIFICATIONS AT TWENTY (20) SIGNALIZED INTERSECTIONS 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; this obligation shall be null and void; otherwise it shall be in full force and effect;

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 said Contractor  
or the Surety there under nor shall any extension of item 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 the event suit is brought upon this Bond by the obligee and judgment is recovered, said Surety  
shall pay all costs incurred by the City in such suit, including a reasonable attorney's fees to be  
fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day  
of \_\_\_\_\_ 2016.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

(SEAL)

(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 DIAMOND BAR, 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 several firmly  
by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contract has been  
awarded and is about to enter into the annexed Contract with said City for construction of the work  
under City's specification entitled BATTERY BACK-UP SYSTEM INSTALLATION  
AND MODIFICATIONS AT TWENTY (20) SIGNALIZED INTERSECTIONS 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 fined by  
the court. This bond shall immure 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 material 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 there under 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 said Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

(SEAL)

(SEAL)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_

as Surety, are held and firmly bound unto the City of Diamond Bar in the sum to ten percent (10%) of the total amount of the bid of the Principal above named, to be paid to the said City or its certain attorney, its successors and assigns; for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the above mentioned bid to the City of Diamond Bar for certain construction specifically described as follows, for which bids are to be opened at Diamond Bar City Hall on December 8, 2016, for the BATTERY BACK-UP SYSTEM INSTALLATION AND MODIFICATIONS AT TWENTY (20) SIGNALIZED INTERSECTIONS

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract, and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files the two bonds with the City of Diamond Bar, one to guarantee faithful performance and other to guarantee payments for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the obligee and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SURETY

(SEAL)

\_\_\_\_\_  
TITLE

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

**CERTIFICATION OF NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

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

We agree specifically:

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

FIRM \_\_\_\_\_

TITLE OF OFFICER SIGNING \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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

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**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: \_\_\_\_\_, 2016.

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

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

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



## AGREEMENT

The following agreement ("Agreement") is made and entered into, in duplicate, as of the date executed by the Mayor and attested to by the City Clerk, by and between ***[Insert the type of entity of the Consultant, e.g., Inc., a California corporation; a California general partnership; a California limited liability company; a sole proprietor; etc.]*** hereinafter referred to as the "Contractor" and the City of Diamond Bar, California, hereinafter referred to as "City."

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

WHEREAS, City accepted the bid of Contractor \_\_\_\_\_ and;

WHEREAS, City has authorized the Mayor to execute a written contract with Contractor for furnishing labor, equipment and material for the BATTERY BACK-UP SYSTEM INSTALLATION AND MODIFICATIONS AT TWENTY (20) SIGNALIZED INTERSECTIONS in the City of Diamond Bar.

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

1. GENERAL SCOPE OF WORK: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the BATTERY BACK-UP SYSTEM INSTALLATION AND MODIFICATIONS AT TWENTY (20) SIGNALIZED INTERSECTIONS in the City of Diamond Bar. The work to be performed in accordance with the plans and specifications, dated November 2016 (The Plans and Specifications) on file in the office of the City Clerk and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the City Engineer.

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

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

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

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

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

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

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

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

- b. For all operations of the Contractor or any sub-contractor in performing the work provided for herein, insurance with the following minimum limits and coverage:
  - 1) General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
  - 2) Automobile - \$1,000,000 per accident for bodily injury and property damage.

- 3) Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
- c. Each such policy of insurance provided for in subparagraph b shall:
- 1) Be issued by an insurance company approved in writing by City, which is authorized to do business in the State of California.
  - 2) Name as additional insured the City of Diamond Bar, its officers, agents, attorneys and employees, and any other parties specified in the bid documents to be so included;
  - 3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under the policy;
  - 4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by City of a written notice of such cancellation or reduction of coverage."
  - 5) Otherwise be in form satisfactory to the City.
- d. The policy of insurance provided for in subparagraph a. shall contain an endorsement which:
- 1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.c.(2) hereof to be listed as additional insured in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of Contractor or any subcontractor in performing the work provided for herein;
  - 2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to City.
- e. Contractor shall, prior to performing any work under this Agreement, deliver to the City Manager or his designee the original policies of insurance required in paragraphs a. and b. hereof, or deliver to the City Manager or his designee a certificate of the insurance company, showing the issuance of such insurance, and the additional insured and other provisions required herein.
- f. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Contractor (as the named insured) should Contractor fail to pay the SIR or deductible requirements. The amount of the SIR or deductible

shall be subject to the approval of the City Attorney and the Finance Director. Contractor understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Contractor as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Contractor's behalf upon the Contractor's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by City due to the breach.

6. PREVAILING WAGE: Since this is a Federally assisted construction project, Davis-Bacon will be enforced. If Federal and State wage rates are applicable, then the higher of the two will prevail. The Federal Labor Standards Provisions (Form HUD-4010) and the Federal Wage Determination can be obtained online, and compliance will be enforced.

Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the Office of the City Clerk of the City of Diamond Bar, 21810 Copley Drive, Diamond Bar, California, and are available to any interested party on request. City also shall cause a copy of such determinations to be posted at the job site.

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

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

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

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

Contractor and subcontractor under him shall comply with the requirements of

Sections 1777.5 and 1777.6 in the employment of apprentices.

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

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

The Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any sub-contractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

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

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

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

a. Contractor will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. Contractor will promptly pay any judgment rendered against Contractor or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of Contractor hereunder, and Contractor agrees to save and hold the Indemnitees harmless therefrom.

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against Contractor for damages or other claims arising out of or in connection with the work, operation or activities hereunder, Contractor agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

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

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

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

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

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

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

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

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

State of California

Contractor's License No. \_\_\_\_\_

Contractor's Business Phone: \_\_\_\_\_

Contractor's emergency phone which can be reached at any time: \_\_\_\_\_

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

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

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

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

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

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

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

CITY OF DIAMOND BAR, CALIFORNIA

By: \_\_\_\_\_  
Nancy A. Lyons, MAYOR

\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
TOMMYE CRIBBINS, CITY CLERK

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
David A. DeBerry, CITY ATTORNEY

\_\_\_\_\_  
Date

**\*NOTE:** *If Contractor is a corporation, the City requires the following signature(s):*

-- The Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate.

OR

-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

## **PART II**

# **GENERAL PROVISIONS**

## GENERAL PROVISIONS

### SCOPE OF WORK

The work to be done consists of furnishing and installing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and these General Provisions. The general items of work include Battery Back-up System installation, electrical improvements, and other incidental appurtenant work.

### LOCATION OF WORK

Battery back-up system units are to be installed at the following intersections:

1. Diamond Bar Boulevard & Highland Valley Road
2. Diamond Bar Boulevard & SR-57 NB On-Ramp
3. Diamond Bar Boulevard & Palomino Drive
4. Diamond Bar Boulevard & K-Mart Drive
5. Diamond Bar Boulevard & Gold Rush Drive
6. Diamond Bar Boulevard & Crestview Drive/Tin
7. Diamond Bar Boulevard & Clear Creek Canyon Drive
8. Diamond Bar Boulevard & Shadow Canyon Drive
9. Diamond Bar Boulevard & Sugar Pine Place
10. Golden Springs Drive & Calbourne Drive
11. Golden Springs Drive & Rapidview Drive
12. Golden Springs Drive & SR-60 EB Ramps
13. Golden Springs Drive & Racquet Club Drive
14. Golden Springs Drive & Golden Prados Drive
15. Golden Springs Drive & Prospectors Drive
16. Golden Springs Drive & Carpio Drive
17. Golden Springs Drive & High Knob Road
18. Brea Canyon Road & SR-60 WB Ramps
19. Pathfinder Road & Brahma Boulevard
20. Pathfinder Road & Evergreen Springs Drive

NOTIFICATION

The Contractor shall notify the City of Diamond Bar and the owners of all utilities and substructures not less than 48 hours prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

- |   |  |
|---|--|
| UNDERGROUND SERVICE ALERT   | (800) 422-4133   |
| CITY OF DIAMOND BAR<br>21810 Copley Drive<br>Diamond Bar, CA 91765-4178<br>(909) 839-7040                                 | LOS ANGELES COUNTY SHERIFF'S DEPT.<br>21695 East Valley Blvd.<br>Walnut, California 91789<br>(909) 595-2264              |
| WATER<br>Walnut Valley Water District<br>271 South Brea Canyon Road<br>Walnut, California 91789<br>(909) 595-7554         | LOS ANGELES COUNTY FIRE DEPT.<br>Station 120<br>1051 S. Grand Avenue<br>Diamond Bar, California 91765<br>(909) 861-5995  |
| GAS<br>Southern California Gas Company<br>1919 S/. State College Blvd.<br>Anaheim, CA 92806<br>(213) 881-8291             | LOS ANGELES COUNTY FIRE DEPT.<br>Station 121<br>346 Armitos Place<br>Diamond Bar, California 91765<br>(909) 396-0164     |
| TELEPHONE<br>Verizon Telephone<br>1400 E. Phillips Boulevard<br>Pomona, California, 91766<br>(909) 469-6354               | SCHOOLS<br>Pomona Unified School District<br>800 S. Garvey Avenue<br>Pomona, California 91766<br>(909) 397-4800 Ext.3069 |
| ELECTRICITY<br>Southern California Edison Co.<br>800 West Cienega Avenue<br>San Dimas, California 91773<br>(909) 592-3715 | Walnut Unified School District<br>880 S. Lemon Ave.<br>Walnut, California 91789<br>(909) 595-1261                        |
| TRASH<br>Valley Vista Services<br>16000 Temple Avenue<br>La Puente, CA 91744<br>(800) 442-6454                            | CABLE TELEVISION<br>Time Warner<br>1041 E. Route 66<br>Glendora, CA 91740<br>(626) 914-4382 X 252                        |

Waste Management of  
San Gabriel/Pomona Valley  
Baldwin Park, California 91706  
(626) 336-3636

#### SEWER

Los Angeles County Department of Public Works  
Waterworks & Sewer Maintenance Division  
(626) 300-3306

#### STORM DRAIN

Los Angeles County Flood Control District  
900 S. Fremont Avenue  
Alhambra, CA 91803  
(626) 445-7630

#### EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the County Sheriff's Department prior to beginning work.

#### STANDARD SPECIFICATIONS

The Standard Specifications of the CITY are contained in the 2012 Edition of the Standard Specifications for Public Works Construction, and its supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California, and all amendments thereto. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 3055 Overland Avenue, Los Angeles, California 90034, telephone (310) 202-7775.

The Standard Specifications, set forth above will control the general provisions, construction materials, and construction methods for this contract, except as amended by the Plans, Special Provisions or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of options or additions are called out.

#### ENVIRONMENTAL PROVISIONS

In the event Contractor is required to dig any trench or excavation that extends deeper than 4 feet below the surface in order to perform the work authorized under this contract, Contractor agrees

to promptly notify Agency in writing and before further disturbing the site, if any, of the conditions set forth below are discovered:

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

#### REMOVAL OF UTILITIES AND CONSTRUCTION IDENTIFICATION MARKINGS

Temporary street and sidewalk markings are used to identify the location of utility services under the Underground Service Alert program (USA) and construction related markings, including but not limited to horizontal and vertical grade markings, survey stationing, offsets, curb lines, and other layout lines.

**STREET & SIDEWALK MARKINGS:** The facilities shall not be marked more than 14 calendar days in advance of the work performed. The contractor must outline their excavation area by marking in white spray chalk and include their name or initials with white marks. The City will allow chalk-based marking products as an alternate to solvent-based markings. Marking of brick pavers or concrete shall be in chalk-based or other naturally weathering materials that allow removal as specified below, but contractors and utility companies are encouraged to avoid marking in these areas by using offset markings.

**REMOVAL OF STREET & SIDEWALK MARKINGS:** It is the responsibility of the permit holder to remove all utility identification and construction related markings after the completion of the work or as determined by the City Inspector and to the satisfaction of the City. *Permit holders are responsible for removal of any markings within two (2) months from the date of the markings, or upon completion of the work, whichever is sooner.* Black out paint is not allowed to remove the markings. The City will accept natural weathering of the markings if the markings disappear within the two-month period. If the markings are in brick paver or concrete areas and if by natural weathering the markings still remain after two months, the contractor must replace the concrete or the brick pavers in-kind. Again, the contractors and utility companies are encouraged to avoid marking in these areas by using offset markings.

**COMPLIANCE WITH NPDES:** Removal of the markings shall comply with the federal, state and local requirements of the National Pollutant Discharge Elimination System (NPDES) Permit.

## **PART III**

# **SPECIAL PROVISIONS**

## **SPECIAL PROVISIONS**

### SECTION 1 TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

#### 1-2 DEFINITIONS

CITY:	City of Diamond Bar
Board:	City Council of the City of Diamond Bar
Caltrans:	State of California, Department of Transportation
County:	County of Los Angeles
Engineer:	The City Engineer of the City of Diamond Bar or his authorized representative
Federal:	United States of America
Contractor:	The word Contractor is supplemented by adding thereto the following:  The term Contractor means the Contractor as defined herein or his authorized representatives.

### SECTION 2 - SCOPE AND CONTROL OF THE WORK

#### 2-5 PLANS AND SPECIFICATIONS

2-5.1 General. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final approval of the project will not be made until this requirement is met.

### SECTION 4 - CONTROL OF MATERIALS

#### 4-1 MATERIALS AND WORKMANSHIP

4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the CITY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within 1 year after the date of acceptance of work. Within this 1-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of

the work which is found to not meet those requirements. The Contractor shall hold the CITY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within 30 days after the date of the Engineer's written notice.

4-1.4 Test of Materials. Except as elsewhere specified, the CITY will bear the cost of testing the traffic signal controller and cabinet assembly. The cost of all other tests, including the retesting of traffic signal controller and cabinet assemblies that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

## SECTION 5 - UTILITIES

### 5-1 LOCATION

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Specifications.

### 5-4 RELOCATION

The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following

When not otherwise required by the Plans and Specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

## SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

### 6-7 TIME OF COMPLETION

6-7.2 Working Day. The Contractor's activities shall be confined to the hours from 8:30 a.m. to 4:30 p.m., Monday through Thursday and from 8:30 a.m. to 3:30 p.m. on Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates, including benefits, overhead, and travel time. The service fees will be deducted from any payments due the Contractor.

## SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

### 7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES

A noise level limit of 86 dba at a distance of 50 feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel. The Contractor shall also comply with South Coast Air Quality Management District (AQMD) portable equipment requirements. An AQMD permit or registration for any internal combustion engines with more than 50 HP shall be obtained prior to the start of work. Information can be obtained at [www.arb.ca.gov/portable.htm](http://www.arb.ca.gov/portable.htm).

### 7-2 LABOR

7-2.2 Laws. The Contractor, and all subcontractors, suppliers and vendors, shall comply with all CITY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

### 7-3 LIABILITY INSURANCE

The liability insurance coverage values are hereby amended to be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,000,000
Product/Completed Operations Hazard	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000
Contractual General Liability	\$1,000,000

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

### 7-5 PERMITS

The text of Subsections 7-5 of the Standard Specifications is hereby deleted and replaced with the following:

Prior to the start of any work, the Contractor and its subcontractors shall take out the applicable CITY permits and make arrangements for CITY inspections. The Contractor and all subcontractors shall each obtain a CITY business license, and shall be licensed in accordance with State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

## 7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installation, pavements, structures, etc.) which are damaged or removed as a result of his operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements or reestablishment shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

## 7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 - Traffic and Access. Subsection 7-10.1 of the Standard Specifications is amended by adding thereto the following:

The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer.

At least one 12-foot wide traffic lane shall be provided for each direction of travel on all streets at all times, except as permitted by the Engineer. The traffic lanes shall be maintained on pavement, and shall remain unobstructed.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

One 4-foot wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets.

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

No lane closures are permitted before 9:00 AM or after 3:00 PM. Street closures will not be allowed, except as specifically permitted by the Engineer.

The Contractor shall be responsible for any traffic control or detour plans that may be required as directed by the Engineer. The Contractor shall provide required construction traffic control plans, designed by a registered civil or traffic engineer, in accordance with the California Department of Transportation (Caltrans) Manual of Uniform Traffic Control Devices (MUTCD) and to the satisfaction of the Engineer. The installation, maintenance, and removal of temporary construction traffic controls shall also be performed in accordance with the requirements of the MUTCD.

Lane closures and temporary traffic channelization needed on a daily basis shall be accomplished with temporary construction traffic signage and traffic delineators, which shall be removed at the end of that day's construction activity.

When channelization is required for more than 3 days, temporary traffic channelization shall be accomplished by the use of temporary striping. In no event shall temporary striping be allowed on newly finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to observe and maintain temporary delineators and construction traffic signing within the travel way during periods of construction activity on weekday, and, as necessary, during non-working hours, and on weekend and holidays.

Street closures will not be allowed, except as specifically permitted by the Engineer.

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

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

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

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

## SECTION 8 - MEASUREMENT AND PAYMENT

Subsection 8-3 is modified by the addition of the following paragraphs:

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

Progress Payments. The Contractor shall be entitled each month to a monthly progress payment in an amount equal to ninety five percent (95%) of the estimated percentage of actual work completed by the end of the proceeding calendar month, based on the contract of price less all previous payments, provided that in all events, the CITY shall withhold no less than five percent (5%) of the contract price until final completion and acceptance of the work. This payment on account shall in no way be considered as an acceptance of the work or material of the Contract, nor shall it in any way the final estimate.

The Contractor shall be entitled one hundred percent (100%) of each payment request if the Contractor files a bond or places the retention in escrow.

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

Guarantee. The Contractor agrees for a period of one year, commencing with the recorded Notice of Completion, to correct without additional charge to the CITY, any defects in the work performed.

**PART IV**

**TECHNICAL PROVISIONS**

## TECHNICAL PROVISIONS

### SECTION 9 - TRAFFIC SIGNAL BATTERY BACK-UP SYSTEM PROJECT -- BID ITEM NUMBERS 1 TO 20

#### 9.1 DESCRIPTION

Furnishing and installing traffic signal equipment and systems, and payment therefore, shall conform to the provisions in Section 86, "Signals and Lighting," of the California Department of Transportation (Caltrans) Standard Specifications, 2015 Edition, and subsequent Caltrans Standard Special Provisions (hereinafter called State Standard Specifications), APWA Standard Specifications for Public Works Construction ("The Greenbook") latest edition, the 2016 "Work Area Traffic Control Handbook (WATCH) Manual, and 2014 CA Manual Uniform Traffic Control Devices (MUTCD).

Traffic signals are to be modified at the following intersections:

1. Diamond Bar Boulevard & Highland Valley Road
2. Diamond Bar Boulevard & SR-57 NB On-Ramp
3. Diamond Bar Boulevard & Palomino Drive
4. Diamond Bar Boulevard & K-Mart Drive
5. Diamond Bar Boulevard & Gold Rush Drive
6. Diamond Bar Boulevard & Crestview Drive/Tin
7. Diamond Bar Boulevard & Clear Creek Canyon Drive
8. Diamond Bar Boulevard & Shadow Canyon Drive
9. Diamond Bar Boulevard & Sugar Pine Place
10. Golden Springs Drive & Calbourne Drive
11. Golden Springs Drive & Rapidview Drive
12. Golden Springs Drive & SR-60 EB Ramps
13. Golden Springs Drive & Racquet Club Drive
14. Golden Springs Drive & Golden Prados Drive
15. Golden Springs Drive & Prospectors Drive
16. Golden Springs Drive & Carpio Drive
17. Golden Springs Drive & High Knob Road
18. Brea Canyon Road & SR-60 WB Ramps
19. Pathfinder Road & Brahma Boulevard
20. Pathfinder Road & Evergreen Springs Drive

The Contractor shall be responsible for modification of existing traffic signal systems at the above locations to incorporate new Battery Back-up system internal to existing 332 controller cabinets complete. All necessary cables, conductors, connectors, shelves, railings, fasteners, terminations and other appurtenances required to provide the intended operation shall be provided by the Contractor at no additional cost.

## **9.2 EQUIPMENT LIST AND DRAWINGS**

Equipment list and drawings of electrical equipment and material shall conform to the provisions in Section 86-1.04, "Equipment List and Drawings," of the State Standard Specifications and these Special Provisions.

Within 15 days of Notice to Proceed, the Contractor shall submit three (3) copies of product submittals for all new equipment provided for this project to the Engineer for approval.

Upon completion of the project, the Contractor shall provide one new laminated cabinet schematic wiring diagram per intersection that depicts conditions upon completion of the project. The controller cabinet schematic wiring diagram and intersection sketch shall be combined into one drawing so that when the cabinet door is fully open, the drawing is oriented with the intersection. A copy of the manufacturers User and Service manual for the Battery Back-Up system shall also be provided at each intersection.

## **9.3 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS**

Maintaining existing electrical systems and temporary replacement work shall conform to the provisions in Sections 86-1.06, "Maintaining Existing and Temporary Electrical Systems" of the State Standard Specifications and these Special Provisions.

The Contractor shall make every effort to maintain the existing traffic signal systems operational at all times. All existing facilities damaged by the Contractors operations shall be repaired or replaced promptly, with no additional compensation.

At locations where manufacturer specified installation locations cannot be accommodated, the Contractor shall notify the Engineer in writing for further direction.

## **9.4 SCHEDULING OF WORK**

The Contractors operations and scheduling of work shall conform to the provisions in Sections 86-1.07, "Scheduling of Work" of the State Standard Specifications and these Special Provisions.

The Contractor shall notify the Engineer, the Police Department, and all other affected Agencies within a 500' radius at least 48 hours in advance of each proposed signal shutdown. Battery Back-up system "turn-ons" shall occur within one working day, between the hours of 9:00am to 2:00pm, without exception. System turn-ons shall not occur on a Friday or the day before a Holiday. All traffic controls in place during the signal shutdown period shall be in conformance with the CA MUTCD, latest edition and these Specifications herein.

The Contractor shall schedule a Clary Corporation representative onsite for proper wiring and system configuration for the first two (2) days of battery back-up system turn-on and acceptance testing.

## **9.5 CONDUCTORS AND WIRING**

Conductors and wiring for the battery back-up system, and the labeling thereof, shall conform to the provisions in Sections 86-2.08, "Conductors" and 86-2.09, "Wiring," of the State Standard Specifications and these Special Provisions.

All new cabling and conductors shall comply with the manufacturer's minimum specifications. All specialized terminations required by the installation shall be inspected and tested by the manufacturer's representative for proper conformance. After satisfactory completion, all new and modified wiring shall be properly labeled by use of mechanical methods.

Conductors shall be spliced by the use of "C" shaped compression connectors as shown on the plans. Splices in low voltage circuits (600 Volts maximum) shall be insulated by Method B.

Aluminum conductors shall not be allowed.

## **9.6 BONDING AND GROUNDING**

Bonding and grounding shall conform to the provisions in Section 86-2.10, "Bonding and Grounding," of the State Standard Specifications and these Special Provisions.

Grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the standard or pedestal and shall be run to the conduit, ground rod or bonding wire in adjacent pull box. Grounding jumper shall be visible after cap has been poured on foundations.

## **9.7 BATTERY BACK-UP SYSTEM (BBS)**

The battery back-up unit shall be Clary Corporation, model number SP1250LX-R or approved equal. The battery back-up system shall be a solid state, digital, on-line double conversion system with power factor correction designed to provide in-line power filtering system to prevent power brownouts, blackouts, surges and sags to the traffic signal controller cabinet. The battery back-up system shall be designed for outdoor use and shall be mounted inside the existing type 332 controller cabinet assembly. The battery back-up system shall contain the following components:

- UPS unit
- SNMP Module for TCP/IP Operations
- Bypass Switch
- Battery Cable
- 41 Amp Hour Batteries
- Battery Tray
- Swing-out Battery Box

A technician whom is qualified to work on the battery backup system and employed by the battery backup system manufacturer or the manufacturer authorized distributor, shall be present at the time the equipment is turned on.

The UPS unit shall meet the following specifications:

ELECTRICAL:

- Voltage: 75 AC to 155 AC
- Frequency: 45Hz to 65Hz
- THD: 4.0% Max
- Current: 10.4A
- Overload protection: 110% for 10 seconds, 200% for 0.5 seconds

MECHANICAL:

- Input/Output: Utility hardwired to PIM
- Cooling: Low velocity, forced air
- Dimensions: 3.50" W x 19.0" D x 10.0" H
- Unit weight: 27 lbs

ENVIRONMENTAL:

- Operating Temperature: -40 degree Fahrenheit to +165 degree Fahrenheit
- Humidity: 0% to 95% non-condensing

DESIGN, CONTROLS and INDICATORS:

- Inverter: >100,000 hours Mean Time Between Failures (MTBF)
- Audible Alarms: Inverter Failure, Overload, Low Battery, Self-Test
- Control Panel: Power On, Cold Start, Test, Alarm Silence, Four Line LCD Display panel
- Interface: (1) DB9-F, (1) USB Type B
- Warranty: Two years full replacement following date of shipment

**9.8 FUNCTIONAL TESTING**

The Battery back-up system and testing shall conform to the provisions in Sections 86-2.14 through 86-2.14C, "TESTING" of the State Standard Specifications and these Special Provisions.

Contractor shall configure UPS Unit to run for 60% full actuated signal operation and 40% red flash operation. Remote access capability shall be configured for UPS log history, monitoring and managing off-site. SNMP Module shall be configured to communicate to the traffic signal central system through the existing traffic signal communication system and displayed as local alarm at City Hall. Configuration of all SNMP modules shall be through web browser with remote access. The Contractor shall supply complete SNMP address list to the City at the end of project.

Test periods must comply with Section 86-1.07. Functional test for each new battery back-up system must include at least five (5) business days of continuous, satisfactory operation. If unsatisfactory performance of the system occurs, the condition must be corrected and the system re-tested, until the 5 business days of satisfactory operation is met.

### **9.9 AS-BUILT PRINTS**

The Contractor is required to submit to the Engineer "As-Built" prints prior to the CITY accepting the work. The prints shall indicate, in red, all deviations from the plans such as, but not limited to: locations of poles, pull boxes, detectors and conduit runs, depths of conduit, number of conductors, signs, striping, pavement marking and other appurtenant work

### **9.10 PAYMENT**

Payment for traffic signal modifications shall conform to the provisions in Section 86-8, "Payment," of the State Standard Specifications and these Special Provisions.

The "Lump Sum" contract bid prices for furnishing and installing the Traffic Signal Battery Backup Systems shall include full compensation for furnishing all labor, materials, equipment, saw cutting, removals and replacements of concrete sidewalk, coordination with CITY forces, and all other incidentals necessary to perform the items of work shown on the Plan and in these Special Provisions.

No Additional compensation shall be allowed.

# **APPENDIX A**

## **PROJECT DRAWINGS**