CITY OF NORWALK
A Connected Community

REQUEST FOR PROPOSALS (RFP) NO. 26-870

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

FOR

CARMENITA ROAD PAVEMENT REHABILITATION
550' N/O EXCELSIOR DRIVE TO ROSECRANS AVENUE

CITY PROJECT NO. 7184
FEDERAL PROJECT NO. STPL-5347(050)

CITY OF NORWALK
12700 NORWALK BOULEVARD
NORWALK, CA 90650

Release RFP	**Friday, June 26, 2026**
Submission of Questions	**11:00 AM PDT on Monday, July 6, 2026**
Response to Questions	**by 5:00 PM PDT on Wednesday, July 8, 2026**
Proposal Due Date	**11:00 AM PDT on Wednesday, July 15, 2026**

CITY OF NORWALK
NOTICE INVITING PROPOSALS FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR CARMENITA ROAD PAVEMENT REHABILITATION 550' N/O EXCELSIOR DRIVE TO ROSECRANS AVENUE
RFP NO. 26-870

NOTICE IS HEREBY GIVEN that the City of Norwalk invites prospective proposers to submit proposals via electronic submission on the City of Norwalk PlanetBids (PB) online bid portal site for CARMENITA ROAD PAVEMENT REHABILITATION 550' N/O EXCELSIOR DRIVE TO ROSECRANS AVENUE, and will only receive such proposals until **11:00 AM PDT** on **Wednesday, July 15, 2026**, in accordance with the conditions outlined in the solicitation.

The City of Norwalk is inviting proposals from qualified individuals or firms interested in providing:

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR CARMENITA ROAD PAVEMENT REHABILITATION 550' N/O EXCELSIOR DRIVE TO ROSECRANS AVENUE

INSTRUCTIONS: Respondents must be registered as a Vendor with the City of Norwalk on the City of Norwalk PlanetBids bid portal to access all solicitation documents related to this RFP. As a registered vendor within the City's vendor database, you will be automatically notified of Q&A alerts, updates, and addenda. The Vendor Portal Menu provides entry to the Registration/Vendor Profile and Bid Opportunities modules. Registration is free and immediate. Instructions to register are provided on the City's website at: https://www.norwalk.org/planetbids.

A copy of the RFP can be downloaded from the City's website at: https://www.norwalk.org/planetbids or from the City of Norwalk PlanetBids online bid portal site at: https://pbsystem.planetbids.com/portal/54783/portal-home.

Proposals must be submitted electronically through the City of Norwalk PlanetBids online bid portal site: https://pbsystem.planetbids.com/portal/54783/portal-home.

Proposals must be submitted through the online portal to be eligible for this RFP. Proposals cannot be submitted after the date and time stated above. Mailed, faxed, or hand-delivered proposals will **NOT** be accepted.

QUESTIONS: All questions or requests for interpretation regarding this solicitation must be submitted through the Q&A section of the City's online bid portal by **11:00 AM PDT on Monday, July 6, 2026**. Questions or requests for interpretations will not be accepted by any other platform, City response relevant to this solicitation provided through any means other than the City's online bid portal is unauthorized and will be considered invalid.

Official responses to this solicitation will be posted in the Q&A section of the online bid portal. Any information resulting from questions that cause a material change in the solicitation will be posted in the Addenda section of the City's online bid portal as an addendum.

All questions received will be responded to via the online bid portal by **Wednesday, July 8, 2026.**

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Norwalk hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are

afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

By: _____ _____

Director of Public Services/City Engineer Date

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1. INTRODUCTION

The City of Norwalk's Engineering Division of Public Services Department is seeking a qualified consultant to provide CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR CARMENITA ROAD PAVEMENT REHABILITATION 550' N/O EXCELSIOR DRIVE TO ROSECRANS AVENUE.

2. CITY BACKGROUND

Long identified by its iconic water tower, Norwalk is the 14th most populous city in Los Angeles County, 69th in California and the 299th nationally with a population of approximately 103,000. Norwalk is 9.35 square miles in area and is bordered by Downey on the northwest, Bellflower on the southwest, Cerritos and Artesia on the south, and Santa Fe Springs on the north and east.

3. ESTIMATED SCHEDULE

RFP Issued	June 26, 2026
Deadline to submit questions	July 6, 2026
Response to questions	July 8, 2026
Proposals Due	July 15, 2026
Proposal Evaluation*	July 20 – 24, 2026
(Optional) Interviews with Selected Vendors*	July 27 – 29, 2026
Council Award*	August 4, 2026
Contract Start Date*	September 2026

*Tentatively scheduled

4. NOTICE TO PROPOSERS

All questions or requests for interpretation regarding this solicitation must be submitted through the Q&A section of the City's online bid portal. Bidders are not to contact City personnel with questions or clarifications concerning this RFP. Any City response relevant to this RFP provided through any means other than the City's online bid portal is unauthorized and will be considered invalid and the City will not be bound by any such comments or responses. All comments or questions to this RFP must be submitted in writing through the City of Norwalk PlanetBids online bid portal at https://pbsystem.planetbids.com/portal/54783/portal-home.

Any company, individual, or person serving in the capacity of spokesperson or representative for the party submitting a Proposal shall not communicate, meet, or discuss with any City employee, City Council member, or City appointed official concerning the RFP or any aspect of the evaluation, consideration, and decision- making process except as provided in this RFP.

Failure to abide by these requirements may subject Proposers to disqualification from the selection process.

The successful Proposer will be required to comply with Equal Employment Opportunity and all applicable federal, state and local laws, and requirements. The City of Norwalk hereby notifies all Offerors that the City will affirmatively assure that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funds provided under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Work required under this RFP, (2) Proposer comprehends all conditions that may impact the Proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods and services necessary to perform the Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation.

The City of Norwalk reserves the right to reject any or all Proposals, to waive information or irregularities to the extent permitted by law in any Proposal received and to be the sole judge of the merits of the respective Proposals received.

5. DEFINITIONS

The following meanings are attached to the following defined words when used in this RFP:

The word "City" shall mean the City of Norwalk, California.

The word "Proposer" means the person, firm, or corporation submitting a bid on these specifications, or any part thereof.

The word "Proposal" means the bid submitted by the Proposer.

The word "Services", "Contract Services" or "Work" means the work assigned to the Proposer as set forth in Section 11 of this RFP.

The words "Contract" or "Agreement" shall mean the document executed between the Proposer and the City to carry out the scope of Services of the RFP.

6. MINIMUM QUALIFICATIONS

The construction manager shall have a minimum of five years of experience in managing and inspecting public capital improvement projects during the construction phase performing duties typical of construction manager of resident engineers including:

1. Plan, manage and direct the work of the contractor

2. Analyze, monitor, and administer contract provisions and contract changes in scope and schedule
3. Negotiate and resolve construction disputes between project owner and contractor
4. Prepare, track, log, and respond to various construction documents, reports, budget, schedule and project inquiries
5. Review and make recommendation for approval of payments to the contractor

The construction inspector shall have a minimum of five years of experience in supervision or inspection of engineering construction work including reading and interpreting complex construction blueprints and making calculations therefrom. Engineering construction work is defined as: horizontal construction including infrastructure projects such as road, bridges, flood control facilities, utilities, intelligent transportation systems and other engineered structures.

7. EVALUATION CRITERIA

The professional services contract will not be awarded based on competitive bidding. The consultant shall be selected based on fair and open competitive negotiations, demonstrated competence, and professional qualifications, at a fair and reasonable price. The City will create an Evaluation Committee, using the following evaluation criteria for this RFP, to evaluate all responsive proposals submitted. The City may request formal presentations/interviews from short listed firms at a future date. Participation in any phase of this RFP process, including the interview phase if conducted, is at the sole expense of the firms replying to this RFP. The City shall NOT be responsible for any costs incurred by any firm in response to, or participation in, this RFP.

Proposals will be evaluated based on the following criteria:

<u>Understanding of the Project Requirements (10 points)</u>

1. Objectives of the project.
2. Compliance with specifications.

<u>Proposed Scope of Work (40 points)</u>

1. Responsiveness and thoroughness of proposals.
2. Appropriateness of technical approach.

<u>Experience of Firm and Personnel (30 points)</u>

1. Relevant experience, specific qualifications, and technical expertise of the designated Resident Engineer and inspector to provide construction management and inspection support services for federally funded projects administered through Caltrans.
2. Team is managed by an individual with experience directly managing similar federally funded projects administered through Caltrans. This person has in-depth knowledge of the latest edition of the Local Assistance Procedures Manual and the individual's time is appropriately committed to this project.
3. Proposes adequate and appropriate disciplines of project team.
4. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project and have direct experience in pavement rehabilitation projects and experience managing federal construction projects within Southern California administered through Caltrans.
5. Overall organization of the team is relevant to City of Norwalk needs.

6. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
7. Proposer has a system or process for managing cost and budget.
8. Proposer should be up-to-date and knowledgeable about the requirements of the latest edition of the Local Assistance Procedures Manual (LAPM), including but not limited to Chapter 5 (Invoicing), Chapter 9 (Civil Rights and Disadvantaged Business Enterprises), Chapter 16 (Administer Construction Contracts), Chapter 17 (Project Completion) and all exhibits and forms therein and all Division of Local Assistance Office Bulletins and COIN Information Notices.

Past Performance (20 points)

1. Past record of performance on contracts with the City, other governmental agencies or public agencies, and with private industry, including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, and other managerial and attitudinal considerations.
2. The firm's capacity to perform the work within the time limitations, considering the firm's current and planned workload.
3. Proposer has completed construction management of similar types of federally funded projects on time and budget. Describe the projects the firm recently completed over the past five (5) years that are similar in size and scope to demonstrate competence to perform these services and provide references and City staff contact information for each project.

8. RFP QUESTIONS

All questions or requests for interpretation regarding this solicitation must be submitted through the Q&A section of the City's online bid portal. Proposers are not to contact other City personnel with any questions or clarifications concerning this RFP. Any City response relevant to this RFP other than through the above City representative is unauthorized and will be considered invalid.

Official responses to questions or requests for interpretation to this solicitation will be posted in the Q&A section of the City of Norwalk PlanetBids online bid portal. Any information resulting from questions that cause a material change in the solicitation will be posted in the Addenda section of the City's online bid portal as an addendum.

The cut-off for the submission of questions or deviations shall be **11:00 AM PDT on Monday, July 6, 2026.**

All questions received will be responded to via the online bid portal by **5:00 PM PDT on Wednesday, July 8, 2026.**

The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Requests for clarifications and questions should be formatted in the following manner:

Section
Paragraph number or Article number
Page number
Text of passage being questioned

Question

9. PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals must be submitted electronically through the City of Norwalk PlanetBids online bid portal site: https://pbsystem.planetbids.com/portal/54783/portal-home.

Proposals must be submitted through the online portal by **11:00 AM PDT on Wednesday, July 15, 2026,** to be eligible for this RFP. Proposals cannot be submitted after the time stated above.

Proposal shall be typed and uploaded on 8-1/2" x 11" sized paper. Offerors should not include any unnecessarily elaborate promotional material. Lengthy narrative is discouraged, and proposals should be brief, clear and concise. The proposal shall not exceed thirty (30) pages in length, and all pages will count towards the page limit.

Proposal Response Requirements

As part of the proposal requirements for this Request for Proposal (RFP), the following items shall be included in the submission:

A. Cover Letter
B. Company Data
C. Resumes, Qualifications, and Availability of Proposed Personnel
D. Organizational Chart
E. References
F. Project Understanding, Overview, and Approach
G. Schedule
H. Communication Plan
I. Compensation/Payment Schedule
J. Certificate of Insurance

It is imperative that the selected Consultant have experience working on pavement rehabilitation projects and have construction management experience working on federally funded projects administered by Caltrans. The consultant must have direct extensive experience and a successful track record of completing federal construction projects and be knowledgeable about federal procedures and requirements. The consultant shall be thoroughly acquainted with the latest revisions of the Caltrans Local Assistance Procedures Manual (LAPM) and the requirements and exhibits therein. The selected Consultant personnel shall be Registered Civil Engineers and will provide complete construction management services including: labor compliance, processing change orders and Requests for Information (RFI's), construction management, coordination, scheduling, administration, inspection, drawing submittal review and approval coordination, project records, and preparing and reviewing federal documents and forms during the execution of the project as well as project close-out. Given the nature of the construction as solely installation of signal equipment, materials testing is not required for this project and the City's Quality Assurance Program (QAP) does not apply.

The Consultant shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be within fifty (50) miles of the City. All Proposers must identify the Resident Engineer and Inspector(s), and the individual authorized to negotiate the contract on behalf of the engineering firm; and

provide an organization chart showing all proposed key project team members and a staffing plan identifying responsibilities of personnel on this project and experience on other recent similar projects.

The minimum qualifications for the position of Resident Engineer shall be as follows:

- Ten (10) years of project management experience on similar public works construction projects and experience working on pavement rehabilitation projects.
- Licensed Civil Engineer in the State of California.
- Ability to use typical computer programs such as Microsoft Word, Excel, and Project.
- Accessible to the City at all times.
- In-depth and direct experience in complying with State and Federal contract administration, records, and report requirements.
- Resident Engineer should be up-to-date and knowledgeable about the requirements of the latest edition of the Local Assistance Procedures Manual (LAPM), including but not limited to Chapter 5 (Invoicing), Chapter 9 (Civil Rights and Disadvantaged Business Enterprises), Chapter 16 (Administer Construction Contracts), Chapter 17 (Project Completion) and all exhibits and forms therein and all Division of Local Assistance Office Bulletins and Caltrans Oversight Information Notices (COIN).

The minimum qualifications for the position of Construction Inspector shall be as follows:

- Five (5) years of construction inspection experience on similar pavement rehabilitation projects.
- Knowledge of construction practices, physical characteristics and properties of highway construction materials, and methods and equipment for physical testing of construction materials.
- Knowledge of pavement rehabilitation practices
- Ability to use typical computer programs such as Microsoft Word and Excel.
- In-depth and direct experience in complying with federal requirements as it pertains to inspection services on federal projects.

The typical workday includes all hours worked by the construction contractor, generally weekdays between 8:30 AM and 3:30 PM; however, work may be performed during the nighttime on special circumstances upon written approval from the City. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, Consultant services for inspection shall not be provided unless authorized by the Project Manager. The City's Project Manager will provide 8 hours advance notice if Consultant services are not required.

All personnel shall be knowledgeable of and comply with all applicable local, state and federal regulations. The Consultant shall cooperate and consult with City officials during the course of the contract, and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications and meets all federal requirements. The Consultant's personnel shall keep records and document work in accordance with standard construction practices.

Consultant should be up-to-date and knowledgeable about the requirements of the latest edition of the Local Assistance Procedures Manual (LAPM), including but not limited to Chapter 5 (Invoicing), Chapter 9 (Civil Rights and Disadvantaged Business Enterprises), Chapter 16 (Administer Construction Contracts), Chapter 17 (Project Completion) and all exhibits and forms therein and all Division of Local Assistance Office Bulletins and COIN Information Notices.

Cost Proposal

As part of the proposal, firms must submit the total cost of the requested services through a cost proposal. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. The cost proposal shall be submitted as a **separate** file on PlanetBids. Proposals shall be valid for a minimum of 180 days following submission.

The following applies to the consultant **AND** all subconsultants:

- The cost proposal must be in the same or similar format as the sample cost proposal form provided in the Local Assistance Procedures Manual (LAPM) and must also be provided by all subconsultants as supplement to the prime consultant's cost proposal package. The sample cost proposal can be accessed online at: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/ae/files/sample-costproposal-1-for-contracts-with-cost-plus-fixed-fee-or-lump-sum.pdf. The proposal must identify the specific assigned personnel, their direct labor rates and their number of hours. All indirect cost rates must be developed in compliance with Federal cost principles 48 CFR 31 and shall be fixed for the duration of the contract.
- To help alleviate and remove potential barriers with developing Indirect Cost Rates for federal projects, the Division of Local Assistance (DLA) has adopted Caltrans Division of Procurement and Contract's (DPAC) Safe Harbor Rate (SHR) process and rates. The SHR information and rates can be found at the DLA Consultant Selection and Procurement website: https://dot.ca.gov/programs/local-assistance/guidance-andoversight/consultant-selection-procurement
- Use of the SHR is voluntary on behalf of the A&E consulting firm. The City has the discretion to determine certification of eligibility based on requirements shown on the SHR certification form which can be accessed online at: https://dot.ca.gov/-/media/dot-media/programs/procurementcontracts/documents/ca-safe-harbor-rate-form.pdf
- If the A&E consulting firm would like to use their own indirect cost rates, please attach the Certification of Indirect Costs and Financial Management System. This form can be accessed online at: https://ig.dot.ca.gov/-/media/igmedia/documents/resources/ig_certification_indirect_costs_financial_management_system_v2.pdf
- The above SHR form and Indirect Cost certification forms need to be attached to the cost proposal as backup and match the indirect costs listed on the federal cost proposal form.

Proposers are to also provide a separate summary breakdown table showing all hours, staffing, and misc. expenses. The contract will be paid based upon percentage of work complete of the defined milestones. If work tasks or deliverables are proposed that are not specifically listed in the City's Scope of Work, please identify those costs as separate and optional. Please make sure that the costs match with the aforementioned sample cost proposal.

All requests for exceptions or deviations as a result of this RFP shall be clearly identifiable by a separate section of the Proposer's submitted Proposal for review by the City of Norwalk. It shall be the right of the City of Norwalk to accept or reject any portion of the submitted requests.

Proposal Approach & Methodology

Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services of this RFP. The section should include:

- Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
- Identifies the project's potential issues and response to them.
- The City values prompt responsiveness by the Resident Engineer, both to City staff and to the Contractor. Please describe how the project team will address responsiveness during pre-construction phases and during management of the construction.
- Please describe methods that the firm will use to ensure that the Contractor meets all federal requirements (e.g. Buy America, CoCs, Labor Compliance, etc.), and that all documentation prepared by the Consultant and collected by the Contractor will meet all federal reporting requirements.

Financial Capacity

The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities. This shall be submitted to Planetbids as a separate file.

Per federal requirements, a contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31, as noted in LAPM Ch. 10, at https://dot.ca.gov/-/media/dotmedia/programs/local-assistance/documents/lapm/ch10.pdf. The proposer shall confirm that this requirement is met.

Federal-Aid Provisions

The consultant's services for this federally funded Project are also federally funded, which necessitates compliance with additional requirements for the consultant's own contract. The consultant shall complete and submit the following forms/exhibits from the Local Assistance Procedures Manual (LAPM) with the proposal to be considered responsive. The following form(s) and instructions can be found in Appendix F, and online at:
https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms
Upon award and through completion of the project, the successful proposing consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following form(s) at the time of award:

- Exhibit 9-P Prompt Payment Certification – the consultant is required to submit this form to the City by the 15th of the month following the month of any payment(s) to a subconsultant. If the prime consultant does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.
- Any other relevant forms required during the project as determined by the Caltrans LAPM.

Upon completion of the contract, the selected consultant shall complete and submit the following forms:

- Exhibit 9-P Prompt Payment Certification – final version
- Any other relevant forms required for project completion/close-out.

The consultant shall demonstrate familiarity and have experience with providing services for federally funded projects, and a clear understanding of the requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual, which can be accessed on:
https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/localassistance-procedures-manual-lapm.

Proprietary

The Consultant shall identify those portions of their RFP that they deem to be confidential, proprietary information or trade secrets, and provide justification why such materials shall not be disclosed by the City. All materials the Consultant desires to remain confidential shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word "Confidential". All such materials so indicated shall be reviewed by the City and any decision not to honor a request for confidentiality shall be communicated in writing to the Consultant. Prices, makes and model or catalog numbers of the items offered, deliveries, and terms of payment SHALL NOT be classified as confidential.

10. SCOPE OF SERVICES

10.1 GENERAL TASK DEFINITION

The scope of work for construction management of the City's Project 7184 (FEDERAL PROJECT NO. HSIPL-5347(050)) – CARMENITA ROAD PAVEMENT REHABILITATION 550' N/O EXCELSIOR DRIVE TO ROSECRANS AVENUE, include: Pre-Construction Support Services, Construction Management/Inspection Services, and Post Construction Services.

10.2 SCOPE OF WORK

1. **Pre-Construction Services**

- **Utility and Agency Coordination**
  - Confirm that all utility companies and outside agencies have been notified and that all required permits, clearances, and approvals are in place prior to the start of construction.
  - Coordinate any outstanding design clarifications or utility conflicts with the appropriate agencies and project stakeholders.
- **Public Outreach**
  - The Consultant shall be responsible for overseeing construction coordination with public entities, including local businesses, residents, schools, etc.
  - It is imperative that the Consultant carefully coordinate all construction activities to eliminate any impacts caused by the Construction work.
  - Serve as primary contact and authority on all construction activities to the adjacent business community.
  - Compile a file on all queries and discussions with the business community, identifying the business and contact name, phone number, address, the nature and date of the discussion, and any action taken.
  - Review Contractor's construction "Public Notices" relative to dates, times, and type of work proposed, to avoid business impacts. Assure Contractor releases notices to each building unit and property owner within and in proximity to the work area, and well in advance of work.
  - Closely monitor daily construction activities and provisions to assure no business impacts occur.

- On work focused in specific areas, coordinate with the Contractor to release focused Public Notices as they pertain to each business.
- Assure safe and acceptable access provisions are maintained throughout the project during all open business hours, without exception.
- Notify the Project Manager immediately of any significant issue.

- **Pre-Construction Meeting Coordination**
  - Schedule, coordinate, and facilitate the pre-construction meeting with all relevant parties, including representatives of the City, the Designer, Contractor, utilities, and other stakeholders.
  - Review the Labor Provisions of the Contract and EEO requirements with the Contractor at the Pre-Construction Meeting
  - Prepare and distribute meeting agendas and minutes and track follow-up action items through completion.
- **Schedule and Submittal Review**
  - Review the Contractor's baseline construction schedule for compliance with contract specifications and logical sequencing of work.
  - Analyze the schedule to verify that it represents a realistic and achievable approach to the project.
  - Identify any potential risks, unrealistic durations, or missing critical path activities and provide written recommendations to the City.
  - Review the Contractor's initial submittal log, traffic control plan schedule, and list of key long-lead procurement items for completeness and alignment with project milestones.
- **Risk and Value Analysis**
  - Conduct a preliminary risk assessment to identify potential cost, schedule, or coordination risks prior to construction.
  - Provide value engineering recommendations, where feasible, to improve efficiency, reduce cost, or enhance constructability without compromising the project's intent or quality.

- **Federal-Aid Responsibilities**
  - Prepare Caltrans pre-construction review checklist
  - Fill out LAPM Exhibit 15-B: Resident Engineer's Construction Contract Administration Checklist

2. Construction Management/Inspection Services

- The Consultant shall provide comprehensive construction management and inspection services to ensure that the project is constructed in full compliance with the approved plans, specifications, and contract documents. Tasks shall include, but are not limited to, the following:

- **Project Documentation and Recordkeeping**
  - Maintain organized records, forms, and documentation throughout the duration of the project, consistent with City and Caltrans format for federal projects off state highway system.
  - Establish and manage file categories, subcategories, logs, and standard forms necessary for construction documentation, subject to City approval.
  - Maintain daily reports, correspondence logs, testing reports, photo documentation, and other project records in accordance with City policies and the Caltrans

Construction Manual. All photos are to be time stamped with the date, time, and location noted. Consultant shall photograph the site conditions before, during, and after construction.

- Ensure all project documentation, including inspection reports, pay quantities, and correspondence, is properly filed and readily available for review or audit purposes.
- Maintain regular communication with project stakeholders to ensure their requirements and feedback are integrated into the design process. Organize meetings and provide updates to stakeholders at key milestones.
- Track and ensure that all Certificates of Compliance and Buy America certificates are provided for all work prior to ordering materials.
- Consultant shall prepare and distribute to the contractor on a weekly basis the Weekly Statement of Working Days using Local Assistance Procedures Manual (LAPM) Exhibit 16-A.
- Prepare staff reports to be presented to the City Council as needed.
- **Federal-Aid Responsibilities:** Ensure that Construction Contractor submits required federal tracking forms throughout the construction and review and make sure forms are completed properly. Required forms are outlined in the Caltrans Local Assistance Procedures Manual (LAPM) Chapters 9, 15, 16 and 17 and also in the required federal-aid contract language (LAPM Exhibit 12-G). The Consultant shall be thoroughly acquainted with the LAPM and its forms. The required federal reporting forms are provided in Appendix G, and are <u>including but not limited to</u>:
  - Form DOT CEM-3101 (Buy America Materials) (prior to start of work)
  - LAPM Exhibit 16-B: Subcontracting Request (prior to start of subcontracted work)
  - LAPM Exhibit 9-P: Prompt payment certification (for all subs) (monthly)
  - Form FHWA-1391: Federal-Aid Highway Construction Contractor's Annual EEO Report (annually)
  - LAPM Exhibit 17-F: Final Report Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors (at project completion)
  - LAPM Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certifications Status Change (at project completion)

- **Construction Schedule Management and Progress Monitoring**
  - Review the Contractor's approved Baseline Schedule for accuracy, sequencing, and compliance with contract specifications.
  - Require and review periodic schedule updates and 3-Week Look-Ahead Schedules to verify consistency with field progress and critical path sequencing.
  - Continuously assess progress in relation to the approved Baseline Schedule to verify work performed and identify potential delays.
  - Attend meetings with the Contractor and Inspector at the site, as needed, to maintain continuity for control on overall progress of the work.
  - Notify the City promptly of any schedule slippage, trends, or issues that may affect cost, schedule, or quality.
  - Evaluate the Contractor's schedule submissions for logic, accuracy, and adherence to contractual requirements.
  - When delays occur, perform Time Impact Analyses (TIAs) as needed to assess entitlement, quantify delay days, and determine whether impacts are excusable, compensable, or non-compensable in accordance with the contract documents.
  - Recommend to the City issuance of formal notices to the Contractor if progress deviates from the Baseline Schedule or falls behind the critical path.

- Require the Contractor to prepare and submit a Revised Baseline Schedule or Recovery Schedule demonstrating corrective actions to mitigate lost time and bring the project back within the approved completion timeframe.
- Coordinate and facilitate Weekly Progress Meetings to monitor progress, review schedule and submittal status, discuss field issues, and ensure timely resolution of outstanding items.
- Prepare and distribute meeting agendas and minutes, and track all action items through completion.
- Maintain detailed schedule documentation, including all revisions, correspondence, and analyses, for inclusion in the project record.
- Routinely review construction files to ensure conformance to approved City standards and good construction management practices.
- Complete Caltrans' mid-construction checklist
- Provide weekly status reports to the City as required. See Attachment B – Weekly Project Status Report Template.

- **Measurement, Payment, and Cost Control**
  - Perform field measurements and quantity calculations to verify work-in-place and prepare recommendations for progress payments.
  - Review and validate Contractor pay applications for accuracy, completeness, and compliance with the contract documents.
  - Maintain current records of contract change orders, extra work, and force-account activities.
  - Assist the City in verifying pay quantities and supporting documentation for monthly progress payment approval.
  - Prepare Quantity Sheets (Q-Sheets) consistent with Caltrans LAPM requirements, and review monthly Contractor Progress Payment applications
  - Ensure Contractor submits LAPM Exhibit 9-P by the 15th of each month and track prompt payment for all subconsultants and submit to Caltrans prior to end of the month. Verify all Exhibit 9-P information, monitor compliance with prompt payment requirements.

- **Submittals, RFIs, and Change Order Review**
  - Review and coordinate approval of contractor submittals with the design consultant and City.
  - Upon request by the City, review shop drawings, material submittals, and product data for conformance with the contract requirements.
  - Log, track, and process submittals, Requests for Information (RFI's), Requests for Changes (RFC's), Contract Change Orders (CCO's), field directives, Notices of Potential Claim (NOPC's), Non-Conformance Reports (NCR's) and construction schedules. Interface with City's Engineering Division staff to coordinate the review of submittals and shop drawings and responding to RFIs
  - Review and analyze Contractor Requests for Information (RFIs) and proposed change orders.
  - Provide technical input and recommendations regarding constructability, cost, and schedule impacts.
  - Meet with the City Project Manager as necessary to discuss construction issues, contract changes, and resolution strategies.
  - Consult with City regarding disposition of Contract Change Orders (CCO's) and Stop Notices. All contract change orders must be issued by the City's Project Manager or authorized representative. The consultant has no authority to issue Change Orders.

Owner-initiated changes will be initiated by the City. The consultant shall negotiate and document cost increases or credits with the contractor and assess schedule impact. All Stop Notices must be immediately reported to the City's Project Manager.
  - Conduct an independent analysis of extra work to be completed through a Contract Change Order (CCO) to verify that the cost for the extra work is reasonable.
  - Verify and sign contractor's daily extra work reports documenting force account (time and materials) work.

- **Construction Inspection and Quality Assurance**
  - Provide full-time construction inspection in accordance with the Caltrans Construction Manual, American Water Works Association (AWWA), American Public Works Association (APWA), California Manual on Uniform Traffic Control Devices (CA MUTCD), and other applicable industry standards.
  - Performing the duties of construction inspection and field engineering including: pavement inspection, traffic control inspection, quantity calculations, and ensuring compliance with project plans and specifications.
  - Identify actual and potential problems associated with the construction project and recommend sound engineering solutions to the City. Analyze the plans and specifications for possible errors and deficiencies and report such findings to the City.
  - Maintain an awareness of safety and health requirements, and of applicable regulations and contract provisions for the protection of the public and project personnel.
  - Maintain continuous communications with the field personnel, construction administration and City staff, and with project neighbors to resolve community project problems and to advise them of work conditions affecting businesses and the neighborhood.
  - Prepare calculations, records, reports, and correspondence related to project activities. Perform preparation of "As-Built" plans.
  - If the City determines that changes are necessary, the Consultant's personnel shall prepare Change Orders in accordance with City procedures.
  - Perform required field tests such as testing crosswalks to make sure that the countdown pedestrian signals and leading pedestrian intervals are working correctly.
  - Prepare claims reports and be available for any claims settlement meetings.
  - Review contractor's CPM schedule and construction staging plans, and issue comments. Recommend recovery schedules when needed.
  - Prepare construction punch-list items towards end of project construction
  - Inspection elements shall include, but are not limited to:
    - Ensuring that local and state inspections have been completed as necessary.
    - Compliance with Caltrans, SSPWC, APWA standards and City specifications.
    - Construction traffic control and safety measures.
    - Inspection of signs, striping, markings, and traffic safety devices.
    - Hot Mix Asphalt (HMA), ARAM, cape seal, grind and overlay, slurry seal, paving operations as well as associated geotechnical testing (by Caltrans-approved testing firms).
    - Coordination of materials testing and special inspections, including batch plant and field sampling.
    - Closely monitor compaction, material, concrete cylinder and other necessary testing results and require the contractor to provide corrective measures to achieve compliance as necessary.

        - Pre-construction, during-construction, and post-construction timestamped photo documentation. Work progress shall be documented on a regular basis by means of digital photographs properly labeled and dated.
        - Preparation of comprehensive Daily Inspection Reports documenting weather, workforce, equipment, quantities, and activities. Prepare Daily Construction Reports (DCR's). The Consultant shall also keep a daily log containing a record of weather, the Contractor, work on the site, number of workers, craft or trades, equipment, subcontractors, work accomplished, problems encountered, and other similar relevant data. These DCR's are expected to include a detailed description of the day-to-day operations, including on-site labor, personnel, weather, materials and equipment and include times of arrival and departure. One or two line descriptions will not be accepted. Consultant shall prepare daily reports using LAPM Exhibit 16-C1.
        - Resident Engineer shall complete weekly inspection reports documenting construction activities, and coordination with the Contractor consistent with LAPM Exhibit 16-C2.
    - Notify the City immediately of any observed deviations, non-conformance, or safety concerns, and track corrective actions through resolution.
    - Pavement core sampling and analysis, as needed, to verify pavement thickness, compaction, and material conformity.
    - Assist City in maintaining good relations with residents and businesses in the surrounding neighborhood. Respond to citizen complaints and inquiries regarding the project and ensure residents impacted by construction are informed of the project's progress and potential impacts. Consultant shall maintain an inquiry log to track all resident correspondence.
    - Enforce water quality best management practices, storm water pollution prevention plans, and water quality management plans at all times.
    - Meet with Contractor at the beginning of each workday and review proposed work plans, including specific details that may affect progress.
    - Issue correction notices and notices of non-compliance to contractors as required.
    - Be present on the construction site while construction activities are in progress. Consultant's inspector may split time between separate construction sites. Should sick or vacation time be needed, Consultant inspector shall arrange for a qualified alternate to perform the work. A qualified alternate shall be included in the proposal.
    - Ensure compliance of Underground Service Alert (USA) notification/delineation and NPDES Best Management Practices (BMPs).

- **Traffic Control and Safety**

  As required to safely complete the required inspection or survey work, the Consultant shall review the Contractor's prepared traffic control plans and the implementation of the plans, including lane closures, in accordance with the project special provisions and latest edition and revisions of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and requirements herein.
    - The Consultant shall conform to State and Federal safety provisions. However, it is understood that the Contractor shall be solely responsible for all construction means, methods, techniques and procedures, and for the adequacy of all safety previsions associated with their work.
    - The Consultant's personnel shall wear white hard hats, OSHA-approved vests, and rubber-soled steel toe shoes at all times while working in the field.
    - The Consultant shall provide appropriate safety training for all their personnel.
    - All safety equipment for the Consultant shall be furnished by the Consultant.

- The Resident Engineer shall coordinate any upcoming lane closure or traffic signal shutdown with the City staff with a minimum one (1) week notice.

- **Labor Compliance Monitoring**
  - Review and update state/federal labor compliance components of project specifications to ensure adherence to current labor regulations and requirements.
  - If applicable, attend pre-bid conference to present general requirements of bid preparation for the project.
  - Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors; prepare minutes and attendance record thereof.
  - Verify and document jobsite posting of wage rate information and labor compliance posters.
  - Receive and review labor compliance documentation from inspectors and compare with contractor-submitted documents. Monitor contractor-submitted payroll documentation on a continuous basis, including weekly certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
  - Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies and deficiencies. Provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance.
  - Receive, pursue, and document labor complaints; prepare violation reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
  - Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.
  - Maintain content and format of state/federal labor compliance file in conformance with applicable government requirements.
  - Coordinate project file reviews by authorized county, state, and federal agencies.
  - Submit complete federal labor compliance file to City for retention.
  - Establish and implement procedures to monitor Contractor and subcontractor compliance with federal and state prevailing wage laws and other labor compliance requirements per the project specifications.
  - Cross Check Daily Reports, Interviews, Payrolls and Wage Rates in Order to Determine Contractor and Subcontractor Compliance.
  - Conduct labor interviews with Contractor and subcontractor employees to verify compliance.
  - Review and reconcile certified payroll records and maintain documentation to support City labor compliance reporting.
  - Report any discrepancies or potential violations to the City promptly for appropriate action.
  - Certify contractor payroll records for compliance with the higher of either federal Davis Bacon or State prevailing wage rates (as needed).

- **Material Testing**

  Material testing shall be provided by a Caltrans-certified laboratory service as a part of the subject professional services on an as-needed basis.
  - The Consultant shall perform the materials testing services in accordance California Department of Transportation, Construction Manual, Chapters 3-6, “Control of Materials” and Chapter 6, “Sample Types and Frequencies.” The Consultant shall provide for initial “Samples and Tests” on materials proposed for use in the Project.

The Consultant shall provide for “Acceptance Tests” on materials that will be incorporated into the work. Sampling should begin as soon as material is delivered or in place. Consultant shall continue sampling as work progresses in accordance with the project contract documents.

- The Consultant shall conduct all testing in a Caltrans Certified Laboratory. All sampling and testing shall be done by personnel and laboratory with the appropriate Caltrans accreditation for the testing and sampling designated to perform. Proof of the appropriate accreditation shall be submitted for approval by the City.
- Coordinate the review and approval of ARHM, AC and PCC mix designs and provide assistance as requested with respect to qualifying the equipment and process of asphalt concrete and PCC production for the contractor prior to construction.
- Provide requested miscellaneous consultation during the project, including discussions with the contractor, to emphasize proper treatment of asphalt concrete materials.
- Ensure the completion of all compaction tests per plan, specifications and regulation per LAPM and nuclear compaction testing on the day of paving. A certified soil technician must conduct, the on-site testing, and a certified lab must conduct all relative and max testing.
- Ensure completion of all other materials testing as required in the project specifications in accordance with the project specifications.
- Confirm all materials consisting of ferrous metals to be furnished and installed by the contractor are manufactured in the U.S.A. in accordance with federal Buy America requirements (as needed).
- Consultant shall keep records of all samples and tests in the Project files as permanent job records. Materials incorporated into the Project, represented by failing tests, must be documented in the Project files also. Test results shall cite applicable contract requirements, test and/or analytical procedures used. Provide actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. Test results shall be signed by a testing laboratory representative authorized to sign certified documentation and forward to the City.
- A California licensed engineer shall sign the materials certification memorandum.
- Any Non-Compliance results of materials shall be reported to the City’s Project Manager and City Project Inspector within twenty-four (24) hours from the time of sampling.

3. Post-Construction Services

- **Final Inspection and Punch List**
  - In coordination with the City, perform final inspections of the project when construction is near completion to confirm compliance with the contract documents.
  - Identify and document all remaining deficiencies, omissions, or incomplete work items, and prepare a detailed Punch List for City review and issuance to the Contractor.
  - Conduct follow-up inspections to verify that all Punch List items have been satisfactorily completed prior to final acceptance.
  - Provide memorandum of clearance to issue Notice of Completion.

- **Record Drawings and Project Documentation**
  - Coordinate the preparation and submittal of As-Built Record Drawings in collaboration with the Contractor, Designer, and City staff.
  - Review the as-built drawings for completeness and accuracy before submitting to the City for final acceptance.
  - Prepare Report of Expenditures Checklist including all necessary attachments.

- Prepare final project federal reports and forms for expenditure, final Caltrans reimbursement, and all other federal reporting forms (e.g. disadvantaged business enterprise requirements, etc.)
- Support construction claims analysis and litigation.
- Be available for any audits, including City internal audits.
- Complete Caltrans' post-construction checklist.
- Assemble all project records, including correspondence, inspection reports, testing data, permits, and photographic documentation, into a complete Final Project Record File in both electronic and hard-copy formats as directed by the City.

- **Guarantees, Warranties, and Certifications**
  - Collect, review, and transmit all required guarantees, warranties, certifications, affidavits, operating and maintenance manuals, easement deeds, and other documentation as stipulated in the contract documents.
  - Verify that all required documents are complete, signed, and submitted prior to project closeout.

- **Final Payment and Retention Release**
  - Review and process the Contractor's Request for Final Payment and Release of Retention in accordance with contract requirements.
  - Verify that all closeout submittals, lien releases, and labor compliance documentation have been received and approved prior to recommending final payment.

- **Staff Reports and Council Support**
  - Prepare staff reports, memorandums, or summary documentation as required to support City Council approval.
  - Provide supporting exhibits, photographs, and summaries for presentation to the City Council, boards, or committees as directed by City staff.

- **Project Archiving and Turnover**
  - Provide a final report summarizing all issues for project closeout. The report will document final inspections and the final punch lists of items to be completed and verify that all items on the final punch lists have been completed or corrected. The consultant shall assist the City in following up on defective work performed by contractor covered by warranties. The contractor will provide a follow up report to City following final inspection stating that the installation of improvements was completed in accordance with the plans and specifications and provide necessary data for City acceptance of the project.
  - Deliver all electronic project files, including schedules, photos, reports, and correspondence logs, to the City in an organized, accessible format.
  - Ensure all project data and documentation conform to City record-keeping standards for future reference and auditing.

4. Meetings and Reports

- Conduct Weekly Progress Meetings (WPM) in the offices of the Public Services Department with the City's Project Manager. Prepare and distribute WPM Agendas and Minutes (Prepare meeting minutes and distribute for comment before finalizing). Upon request, attend meetings with the City to review and discuss specific issues not covered during WPMs.

- As an attachment to Monthly Progress Billings, Weekly Progress Reports indicating Project Status, Progress Schedule Update and Summary of Project Design Cost to Date.

11. CITY'S RIGHTS

INTERPRETATION OF PROPOSAL DOCUMENTS

Should a Proposer find discrepancies in, or omissions from the specifications, or should Proposer be in doubt as to their meaning, Proposer shall notify the City immediately through the Q&A section of the City's bid portal. Should it be found necessary, a written addendum will be posted in the Addenda section of the City's bid portal no later than **5:00 PM PDT on Wednesday, July 8, 2026.** Addenda issued during the Proposal period shall form a part of the contract and shall be included with the Proposal.

LICENSING, PERMITS AND TAXES

No mention shall be made of Sales Tax or Use Tax, as all Proposal prices submitted will be considered as including such tax, if applicable. The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses, permits or special taxes shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract. The awarded Proposer is to obtain necessary City of Norwalk licenses.

ADDENDA TO THE REQUEST FOR PROPOSAL

The City reserves the right to make such changes in the RFP, as it may deem appropriate. Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Any addenda will be posted on the City's bid portal no later than **5:00 PM PDT on Wednesday, July 8, 2026.**

COMPLIANCE WITH LAWS

The Proposer shall comply with all applicable laws, ordinances, and codes of the State of California and local governments, and all regulations and rules relating to affirmative action and discrimination.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

Successful Proposers shall be in full compliance with all applicable Federal, State and local regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

SUPPLEMENTS TO REQUEST FOR PROPOSAL

If the evaluation of any Proposal indicates minor noncompliance or variance with the RFP, the City may, but need not, make written request to the Proposer for a supplement to the submitted Proposal. Such request will attempt to identify the noncompliance or variance, and will establish a date by which the supplement to the RFP shall be submitted. If so requested, the Proposer may

submit a supplement to the RFP responsive to such request, within the time period established, which the city will evaluate in conjunction with the RFP.

ERRORS IN PROPOSALS

All Proposers are responsible for errors and omissions in their Proposals. No consideration will be given by the City to allow Proposals to be withdrawn once a Proposal has been opened. Any errors and omissions will not serve to diminish the Proposer's obligations to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

PUBLIC RECORD

After the award of the contract has been made by the City Council or appropriate staff, all findings and information considered in determining which Proposal best meets the need of the City and will be most advantageous with respect to price, conformity to the specifications and other factors will be made available for public inspections. Access to government records is governed by the State of California Public Records Act (Government Code Section 6250 et. seq.) All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City and in accordance with the Public Records Act and except as otherwise may be provided by applicable State and Federal law, all Proposals are a public record and subject to disclosure. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof.

CHANGES

The City may require changes in the scope of the services to be performed by the Proposer hereunder. All such changes, which are mutually agreed upon by and among all the parties, shall be incorporated in written amendments to professional services agreement ("PSA"). All such amendments shall state any increase or decrease in the amount of the compensation due the Proposer for the change in scope.

MISCELLANEOUS

All costs of Proposal preparation shall be borne by the Proposer.

The City reserves the right to extend the RFP submission deadline if, in the City's sole judgment, such action is in its interests. If the deadline is extended, all applicants will have the right to revise their Proposals.

The City reserves the right to reject all, or any, of the Proposals it receives.

The City reserves the right to withdraw or modify this RFP, and to refrain from awarding contracts altogether.

The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal.

The City reserves the right to reject any Proposal that is determined to contain false, misleading, or materially incomplete information. It further reserves the right to reject any Proposal that, in the opinion of the City is so unbalanced in comparison to other Proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.

City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Proposer. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest Policy.

12. PROTESTS

Any protest challenging the City's selection or the selection process must be submitted within five business days following the City's issuance of the Notice of Selection. The protest must be submitted in writing via email to Engineering_@norwalkca.gov, and must clearly specify the solicitation (RFP) number, identify the party's standing to protest, state the basis for the protest, including the specific provision, law, regulation, specification, procedure or policy violated, and state the relief requested. The protest will be reviewed by the Director of Public Services in consultation with the City Attorney, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award and commencement of the Services notwithstanding any pending protest or legal challenge.

13. CONTRACT TERMS & REQUIREMENTS

The successful Proposer shall deliver and complete all services described in the Scope of Services and agrees to perform such services in accordance with all terms and conditions of the City's standard Professional Services Agreement ("PSA") attached herein. By submitting a Proposal, the Respondent agrees that it will enter into the PSA using the attached form with no exceptions to the form of the PSA.

ATTACHMENT A:
SAMPLE AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES
(City of Norwalk)

This Professional Services Agreement ("Agreement") is dated _____, 2026, ("Effective Date") and is between the City of Norwalk, a California municipal corporation, ("City") and _____, a California corporation ("Consultant").

R E C I T A L S

A. City desires to utilize the services of Consultant as an independent contractor to provide professional_____.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms an

1.2 Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

1.3 Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be _____(the "Consultant Representative").

1.4 Time of Performance. Consultant shall commence the Services immediately upon receipt of a notice to proceed from the City Representative. Consultant shall perform all services by the deadline established by the City Representative, or if no deadline is established, with reasonable diligence.

1.5 Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date for three years with two optional one year extensions, unless sooner terminated as provided in Section 13 herein.

3. Compensation.

3.1 Compensation. As full compensation for Consultant's Services provided under this Agreement, City shall pay Consultant a sum not-to-exceed (the "maximum compensation"), based on the rates set forth in the fee schedule, attached hereto as Exhibit B ("Fee Schedule"). In no event shall the Consultant be paid more than the maximum compensation (which includes expenses and additional services, if any) during the term of this Agreement.

3.2 Expenses. City shall only reimburse Consultant for those expenses expressly set forth in Exhibit B. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by the City.

3.3 Additional Services. City may request additional services under this Agreement. All such work, however, must be authorized in writing by the City Council or the City Manager, as applicable, prior to commencement. Consultant shall perform such services, and City shall pay for such additional services in accordance with fee schedule set forth in Exhibit B, or as otherwise agreed upon by the parties in writing. Any work incurred by Consultant which is not expressly authorized by this Agreement will not be reimbursed by City.

4. Method of Payment.

4.1 Invoices. Not later than the fifteenth (15th) day of each month, Consultant shall submit to City detailed invoices for all services performed and expenses incurred, if any, pursuant to this Agreement during the prior month. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten (10) business days of receipt of any disputed amounts.

4.2 Payment. City shall pay all undisputed portions of the invoices within thirty (30) calendar days after receipt of the invoice up to the maximum compensation specified in Section 3.1 of this Agreement. City shall not withhold federal payroll or state payroll and other taxes, or other similar deductions from each payment made to Consultant.

4.3 Audit of Records. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years, unless otherwise provided for in Exhibit A. Upon City providing twenty-four (24) hours advanced prior notice, Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant. Any alteration or reuse by City of any such materials on any project other than the Project shall be at City's sole risk, unless City compensates Consultant for such reuse.

7. Status as Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 7. The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 14 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the Services and the City's business hours and City staff availability, Consultant may set its own hours and location of work without restriction from the City.

8. Confidentiality. Consultant shall keep all data, documents, discussion, or other information developed or received by Consultant confidential and shall not disclose them to any person or entity without City's prior written authorization. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the expiration or termination of this Agreement. The terms of this Section 8 shall survive the expiration or termination of this Agreement.

9. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, shall comply with all California conflict of interest statutes applicable to Consultant's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subconsultants

shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 9 into any subcontract that Consultant executes in connection with the performance of this Agreement.

10. Indemnification. Consultant shall indemnify, defend and hold harmless City, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit C. Consultant's covenant under this Section 10 shall survive the expiration or termination of this Agreement.

11. Insurance.

Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A:VIII" or better in the most recent A.M. Best Insurance Rating Guide, and approved by City, a policy or policies of: (1) broad-form commercial general liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of Services under this Agreement; (2) automobile liability insurance, with minimum combined single limits coverage of One Million Dollars ($1,000,000) per accident for bodily injury and property damage covering any vehicle; (3) professional liability/errors and omissions insurance (as applicable), with minimum combined single limits coverage of One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) aggregate, on a form approved by the City Attorney; and (4) workers' compensation insurance and employer's liability insurance with a minimum limit of One Million Dollars ($1,000,000) per accident or the amount required by law, whichever is greater. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automobile liability with respect to liabilities arising out of Consultant's performance of Services under this Agreement.

Each insurance policy required by this Section 11 shall be endorsed as follows: (1) the insurer waives the right of subrogation against City and its officials, officers, employees, agents and representatives; (2) except for professional liability and workers' compensation policies, the policies are primary and non-contributing with any insurance that may be carried by City; and (3) the policies may not be canceled or materially changed except after thirty (30) calendar days' prior written notice by insurer to City, unless canceled for non-payment, in which case the insurer shall give ten (10) calendar days' written notice to City.

All insurance coverages shall be confirmed by execution of endorsements required under Section 11.2. Consultant shall file the endorsements with City on or before the date of commencement of services pursuant to this Agreement, and thereafter maintain current endorsements on file with City. The endorsements are subject to City's approval. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 11.

12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation that City requires.

13. Termination. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five (5) calendar days before the termination is to be effective. If City defaults under this Agreement, and if City has not cured the default within thirty (30) calendar days after Consultant has given City notice of the event of default, Consultant may terminate this Agreement for cause after giving written notice to City at least thirty (30) calendar days before the termination is to be effective. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and Consultant shall deliver all materials, reports, documents, notes or other written materials compiled through the last working day this Agreement is in effect. In no event shall Consultant be entitled to receive more than the maximum compensation set forth in Section 3 of this Agreement that would be paid to Consultant for the full performance of the services required by this Agreement. Neither party shall have any other claim against the other party by reason of such termination.

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and City's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section 14. All notices shall be delivered to the parties at the following addresses:

If to City:

City Clerk
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650
Fax: (562) 929-5773

With a copy to:

City Manager
City of Norwalk
12700 Norwalk Boulevard

Norwalk, California 90650
Fax: (562) 929-5503

If to Consultant: _____
_____.
_____
_____
Fax: _____

15. Non Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental handicap, medical condition, genetic information or sexual orientation.

16. Non-Assignability; Subcontracting. Consultant shall not subcontract or assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. Such consent may be given by the City Manager in his/her discretion. Any attempt by consultant to so subcontract, assign or delegate this Agreement or any rights, duties or obligations arising hereunder in violation of this Section 16 shall be void and of no effect.

17. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement. This Agreement may call for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works", Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit D.

17.1 COVID-19. Consultant shall adhere to all COVID-19 related protocols established by the Los Angeles County Department of Public Health ("County Health Department") and/or the State of California. Consultant is responsible for providing their own Personal Protective Equipment, if applicable, in accordance with the County Health Department guidelines.

18. No Third Party Beneficiaries Intended. Unless otherwise expressly provided for in Exhibit A, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Non-Waiver of Terms, Rights and Remedies. No waiver by any party of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right

or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default by Consultant. Further, no payment made by City to Consultant shall constitute or be construed as a waiver by City of any breach or default by Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any exhibit, the provisions of this Agreement shall prevail.

21. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both parties.

22. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Norwalk.

23. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

24. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

IN WITNESS WHEREOF:

The parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF NORWALK
a California municipal corporation

By: _____
Jesus M. Gomez
City Manager

Date:_____

ATTEST:

By: _____
Theresa Devoy, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

_____
a California corporation

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

(Please note: Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

Place corporate seal here

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

FEE SCHEDULE

Consultant shall provide the services described in Exhibit A, Scope of Services in an amount not to exceed $_____as follows:

EXHIBIT C

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description:_____

_____

Indemnitor(s) *(list all names)*: _____

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Norwalk and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. 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. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor(s), 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 Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees. Such claims, losses and liabilities include, but are not limited to, contraction of the COVID-19 virus and physical and/or emotional injuries and/or death caused by contraction of the COVID-19 virus. To the fullest extent permitted by law, this waiver is intended to be a complete release of Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.
“Indemnitor”

Print Name: _____ Print Name: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT D
CALIFORNIA LABOR CODE COMPLIANCE
(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)

If this Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code, then:

This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City") and Consultant agrees to be bound by all the provisions thereof as though set forth in full herein.

Consultant shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.

Consultant shall comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm), are on file with City, and are available to any interested party upon request. Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Consultant or by any subcontractor.

Pursuant to California Labor Code Section 1771.4, Consultant's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

Consultant shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Consultant and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. Consultant is responsible for compliance with Section 1776 by itself and all of its subcontractors.

Consultant shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

Consultant shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

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

Date _____ Signature _____

Attachment B

Weekly Project Status Report Template

City of Norwalk
Engineering Department

CAPITAL IMPROVEMENT PROJECT
WEEKLY PROJECT STATUS REPORT

Project Information **Report No.: 001**
Project No.: **Date:** 7/28/2023
Project Name:

Reporting Period: (MM/DD/YY thru MM/DD/YY)
Report By: (Construction Management Firm)

Construction Manager: *(CM Name)* **CM INITIALS:** _____

I. Work completed this week:

Physical work completed thru __/__/__ : _____%
**Attach schedule and plans highlighting locations completed through date provided.*
**Attach photos for all work completed through the date provided.*
Updates:

II. Work planned for next week:

**Attach schedule and plans hihglighting upcoming locations to be completed in the upcoming week.*
Updates:

III. Schedule Status *(as of last day of reporting week)*

A.	**Reporting Period ending:**	**7/28/23**	
	Contract Day No.:	**1**	(1.7%)
B.	**Status:**		
	Construction NTP:	7/28/23	
	Original Duration (WD):	60	
	Planned SC* Date:	**10/22/23**	
	Approved Time Extension(s) (WD):	0	(0.0%)
	Adjusted SC* Date:	**10/22/23**	
	Forecast SC* Date:		
	**SC=Substantial Completion*		
C.	**Liquidated Damages (LDs):**		
	LDs Accrued:	0	(0.0%)
	LDs Accessed:	0	(0.0%)

IV. Cost Status *(as of last day of reporting week)*

A.	**Original Contract Value:**			(100.0%)
	Approved Change Orders:	$	-	#DIV/0!
	Revised Contract Value:	**$**	-	#DIV/0!
	In-Progress Change Orders:	$	-	#DIV/0!
	Forecast Contract Value:	**$**	-	#DIV/0!
B.	**Progress Payments:**			
	Revised Contract Value:	$	-	
	Pay to Date:	$	-	#DIV/0!
	Remaining Contract Value:	**$**	-	#DIV/0!

Notes:

V. Potential Risks:

VI. Other Status:

	Open	Closed	Total
Request for Information (RFI)	0	0	**0**
Submittals	0	0	**0**
Contract Change Orders (CCO)	0	0	**0**
	0	**0**	**0**

Attachment C

Project No. 7184 PS&E Package

CITY OF NORWALK
A Connected Community

12700 Norwalk Boulevard - Norwalk, CA 90650 - (562) 929-5723

SPECIFICATIONS

FOR THE

CARMENITA ROAD REHABILITATION PROJECT FROM 550' NORTH OF EXCELSIOR DRIVE TO ROSECRANS AVENUE

FEDERAL-AID PROJECT NO. STPL-5347(050)
CITY PROJECT NO: 7184

IFB NO: 26-867

BID OPENING DATE: July 20, 2026, AT 11:00 AM

Bids shall be submitted on PlanetBids.

PREPARED AND APPROVED BY:

06/26/2026
DELFINO R. CONSUNJI RCE No 57908 Date

06/26/2026
Albert Mendoza, P.E., RCE No. 90882 Date
City Engineer

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APP C	APPENDIX C – FEDERAL REQUIREMENTS APPLICABLE FEDERAL WAGE DECISION Current Wage Decision is provided at the time of the bid advertisement. Bidders shall download updated Wage Decision 10 days prior to Bid Opening, which will be applicable to the contract. Wage Decision can be downloaded from https://sam.gov/content/wage-determinations. On the web site, select the following: State: CALIFORNIA, County: LOS ANGELES, WD No. CA20260022	

CITY OF NORWALK

INVITATION FOR BID

FOR

CARMENITA ROAD REHABILITATION PROJECT
550' NORTH OF EXCELSIOR DRIVE TO ROSECRANS AVENUE
City Project No.: 7184
IFB No.: 26-867

NOTICE IS HEREBY GIVEN that the City of Norwalk, California ("City") invites electronic Bids for the above stated project up to **11:00 AM** on **Monday, July 20, 2026**. The City will be receiving bids electronically via City of Norwalk's Planetbids portal at:

https://pbsystem.planetbids.com/portal/54783/portal-home

SCOPE OF WORK. The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. The project involves rehabilitation of existing asphalt pavement on Carmenita Road from 550 feet north of Excelsior Drive to Rosecrans Avenue. The project will also construct concrete sidewalks, curb and gutter, cross gutters, driveways, curb access ramps, retaining curbs, retaining walls, signing, striping and appurtenant work. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the City Engineer.

ESTIMATED COST OF WORK. The Project is estimated to cost approximately $2,700,000 and includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of Bids. Actual quantities of Work to be performed may vary at the discretion of the City Engineer.

FEDERAL FUNDING. This project is partially funded by the Federal Highway Administration (FHWA). The successful Proposer will be required to comply with Equal Employment Opportunity and all applicable federal, state and local laws, and requirements. The City of Norwalk hereby notifies all Proposers that the City will affirmatively assure that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funds provided under this Invitation to Bid, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

BUILD AMERICA, BUY AMERICA (BABA). This project is subject to Build America, Buy America requirements. Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the non-federal entity **with each bid**

or offer for an infrastructure project. The Build America, Buy America Act (BABA) requires that all of the iron, steel, manufactured products, and construction materials used in infrastructure projects are produced in the United States. Under Sections 70912 and 70914, the BAP applies to the purchase of iron, steel, manufactured products, and construction materials for Covered Community Planning and Development (CPD) Programs when funds are used for the construction, alteration, maintenance, or repair of infrastructure, as defined by BABA.

OBTAINING BID DOCUMENTS. Respondents to this Notice Inviting Bids must be registered as a Vendor with the City of Norwalk on the City of Norwalk PlanetBids online bid portal to access all solicitation documents related to this project. The Vendor Portal provides entry to the NEW VENDOR REGISTRATION and BID OPPORTUNITIES modules. Registration is free and immediate. Instructions to register are provided on the City's website at: https://www.norwalk.org/planetbids.

A copy of the solicitation can be downloaded from the City of Norwalk PlanetBids online bid portal site at https://pbsystem.planetbids.com/portal/54783/portal-home.

All questions or requests for interpretation regarding this solicitation must be submitted through the Q&A section of the City of Norwalk PlanetBids online bid portal. Bidders are not to contact City personnel with questions or clarifications concerning this solicitation. Any City response relevant to this solicitation provided through any means other than the City of Norwalk PlanetBids online bid portal is unauthorized and will be considered invalid.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

PREVAILING WAGES. In accordance with Labor Code Section 1770 *et seq*., the Project is a "public work." The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

BONDS. Bidders must submit to the City Clerk a cashier's check, certified check, or Bidder's Bond issued by a Surety insurer, made payable to the City of Norwalk and in an amount not less than ten percent (10%) of the total Bid submitted by no later than **11:00 AM** on **Monday, July 20, 2026**. Personal or company checks are not acceptable. Bidder must indicate on the outside of the envelope the solicitation name and solicitation number. Failure to provide cashier's check, certified check, or Bidder's Bond will deem the bid as non-responsive.

City of Norwalk
Attn: City Clerk
12700 Norwalk Blvd., Room 10
Norwalk, CA 90650
Phone: (562) 929-5720

A scanned copy of the cashier's check, certified check, or Bid Bond shall be submitted along with the electronic bid through the City of Norwalk PlanetBids online bid portal. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages within fifteen (15) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

LICENSES. Each Bidder shall possess a valid Class **A** Contractor's license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The successful Contractor must also possess a current City business license.

LIQUIDATED DAMAGES. Liquidated damaged daily cost shall be **$3,000** (dollar amount) per Calendar Day.

RETENTION SUBSTITUTION. Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such monies to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor's expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

BIDDING PROCESS. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

By: _____ 06/26/2026
City Engineer Date

INSTRUCTIONS TO BIDDERS

FORM OF BID. Bids shall be made on the Bid forms found herein. Bidders shall include all forms and fill in all blank spaces, including inserting "N/A" (for not applicable) where necessary.

DELIVERY OF BIDS. Bids must be submitted through the City of Norwalk PlanetBids online bid portal to be eligible for this solicitation. Mailed, faxed, or hand delivered bids will NOT be accepted.

AMENDED BIDS. Unauthorized conditions, limitations or provisos attached to a Bid may cause the Bid to be deemed incomplete and non-responsive.

WITHDRAWAL OF BID. A Bid may be withdrawn without prejudice upon written request by the Bidder filed with the City Clerk before the Bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for sixty (60) Days after the Bid opening date.

BID PROTEST. The filing of bid protest to all project specifications:

Bidders may file a "protest" of a Bid with the City Clerk. For a Bidder's protest to be considered valid, the protest must:

1) Be filed in writing seven (7) calendar days after the bid opening date; and,
2) Clearly identify the specific irregularity of accusation; and,
3) Specify, in detail, the grounds of protest and the facts supporting such protest; and,
4) Include all relevant and supporting documentation with the protest at the time of filing.

BIDDER'S SECURITY. Each Bid shall be accompanied by a certified or cashier's check payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as principal and an admitted surety insurer as Surety, in an amount not less than ten percent (10%) of the amount set forth in the Bid. The cashier's check or Bid Bond shall be given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, and will provide the evidence of insurance and furnish the specified Bonds, within fifteen (15) Days after the date of delivery of the Contract Documents to the Bidder. In case of the Bidder's refusal or failure to do so, the City may award the Contract to the next lowest responsible bidder, and the cashier's check or Bond (as applicable) of the lowest Bidder shall be forfeited to the City to the extent permitted by law. No Bid Bond will be accepted unless it conforms substantially to the form provided in these Contract Documents.

QUANTITIES APPROXIMATE. Any quantities shown in the Bid form or elsewhere herein shall be considered as approximations listed to serve as a general indication of the amount of Work or materials to be performed or furnished, and as basis for the Bid comparison. The City does not guarantee that the actual amounts required will correspond with those shown. As deemed necessary or convenient, the City may increase or decrease the amount of any item or portion of Work or material to be performed or furnished or omit any such item or portion, in accordance with the Contract Documents.

ADDENDA. The City Engineer or his/her designee may, from time to time, issue Addenda to the Contract Documents. Bidders are responsible for ensuring that they have received any and all Addenda. Each Bidder is responsible for verifying that it has received all Addenda issued, if any.

Bidders must acknowledge receipt of all Addenda, if any, in their bids. Failure to acknowledge receipt of all Addenda may cause a Bid to be deemed incomplete and non-responsive.

DISCREPANCIES IN BIDS. Each bidder shall set forth as to each item of Work, in clearly legible words and figures, a unit or line item Bid amount for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the extended amount set forth for the item, the unit price shall prevail. In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF BIDDERS. In evaluating Bidder responsibility, consideration will be given not only to the financial standing, but also to the general competency of the Bidder for the performance of the Project. Each Bidder shall set forth in the designated area of the Bid form a statement of its experience. No Contract will be executed with a Bidder that is not licensed and registered with the DIR in accordance with State law, and with any applicable specific licensing requirements specified in these Contract Documents. These licensing and registration requirements for Contractors shall also apply to all Subcontractors.

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS. Each Bidder must carefully examine the Project site and the entirety of the Contract Documents. Upon submission of a Bid, it will be conclusively presumed that the Bidder has thoroughly investigated the Work and is satisfied as to the conditions to be encountered, existing conditions and the character, quality, and quantities of Work to be performed and materials to be furnished. See Section 3-8 of these Special Provisions. Upon Bid submission, it also shall be conclusively presumed that the Bidder is familiar with and agrees to the requirements of the Contract Documents, including all Addenda. No information derived from an inspection of records or investigation will in any way relieve the Contractor from its obligations under the Contract Documents nor entitle the Contractor to any additional compensation. The Contractor shall not make any claim against the City based upon ignorance or misunderstanding of any condition of the Project site or of the requirements set forth in the Contract Documents. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items. Bidders assume all risks in connection with performance of the Work in accordance with the Contract Documents, regardless of actual conditions encountered, and waive and release the City with respect to any and all claims and liabilities in connection therewith, to the extent permitted by law.

CONSTRUCTION SCHEDULE, PROGRESS OF WORK, LIQUIDATED DAMAGES: In accordance with the provisions of Section 6-1.1 of the Standard Specifications for Public Works Construction ("Greenbook"), latest edition, and/or as may be provided for within the herein Special Provisions, after notification of award and prior to start of any work, the Contractor's shall submit to the Engineer for approval its proposed Construction Schedule. The selected Contractor shall complete the project within the duration identified on Section Notice Inviting Bids "Time of Completion" of City's issuance of a Notice to Proceed.

The following is the project milestone schedule showing important milestones the contractor shall adhere to:

PROJECT MILESTONE SCHEDULE

Task No	Description	Date
1.City Task	Contract award by the City Council.	Date 1
2.Contractor Task + City Task	Contractor shall provide required bonds and insurances to City for review. After approval, City will send out the Contract to Contractor for signatures.	Date 2 = Date 1 + 5 working days
3.Contractor Task	Contractor shall return signed Contract to City.	Date 3 = Date 2 + 5 working days
4. City Task	City will counter sign the Contract and provide a fully executed Contract to Contractor.	Date 4 = Date 3 + 5 working days
5. Milestone 1	City will issue to the Contractor NTP 1 (Notice to Proceed) to commence with submitting **project baseline schedule with master list of submittals, traffic control plans, and phasing maps.** **Also provide all material submittals for review and approval.** **Note: If Contractor delays commencing with submitting the submittals mentioned above and does not submit project schedule within the required duration, City will assess $3,000 per calendar day as liquidated damages. Incomplete submittals will be considered non-submittal and liquidated damages will accrue as appropriate.**	Date 5 = Date 4 + 10 working days
6. Milestone 2	An in-person Pre-construction meeting will be held at City Hall. Contractor shall submit its **project baseline schedule with master list of submittals, traffic control plans, and all material submittals** to the City at the Pre-construction meeting, with project start date established based on Date 5 shown in Task 5. **Note: If Contractor delays attending the pre-con meeting within the required duration, City will assess $3,000 per calendar day as liquidated damages.**	Date 6 = Date 5 + 5 working days
7. Milestone 3	City will issue to the Contractor NTP 2 (Notice to Proceed) to commence with field construction.	Date 7 = Date 6 + 5 working days (Effective Date for the start of construction)

Task No	Description	Date
8.Contractor Task	Contractor shall complete field construction. **Note:** Any area cold milled or fully removed AC Pavement sections, shall be paved same day. No street area shall be left open with cold milled section during weekend (Saturday and Sunday) or during City recognized holidays. All cold milled areas shall be paved by 3 pm Friday (Within the same working week). Immediately after paving, temporary cat tracking shall be painted and temporary tabs shall be placed to delineate lane lines, crosswalks, stop legends, stop bars, limit lines, and all other markings and legends as necessary. No parking signs shall be posted onsite minimum 72 hours prior to the pavement rehabilitation operations. Resident notifications shall be hand delivered minimum 1 week prior to the rehabilitation operations. If schedule changes, contractor shall re-issue and hand deliver the notifications. Any area of demolished Portland Cement Concrete (PCC) shall be fully reconstructed within two (2) working days of demolition. At no time shall demolished or removed sidewalk, curb ramp, curb, or gutter sections be left open over a weekend (Saturday and Sunday) or during City-recognized holidays. All PCC demolition occurring during a given workweek shall be fully reconstructed no later than 3:00 p.m. on Friday of that same workweek, unless otherwise approved in writing by the City. **Liquidated damages daily cost shall be $3,000 (dollar amount) per Calendar Day per this milestone**	Date 8 = Date 7 + **100 working days**
All durations above related to Contractor tasks shall remain the same regardless of City's completion of City tasks.		

At a scheduled date prior to commencement of work, the Contractor and all subcontractors shall attend a pre-construction conference at the City Hall. The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of Norwalk. The parties also agree that failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that $3,000 a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that the above indicated liquidated damage amount per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a

penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

TRADE NAMES OR EQUALS. Requests to substitute an equivalent item for a brand or trade name item must be made by written request submitted no later than the date specified in Section 4-6 of the General Provisions. Requests received after this time shall not be considered. Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

DISQUALIFICATION OF BIDDERS. No Person shall be allowed to make, file or be interested in more than one Bid for the Project, unless alternate Bids are specifically called for. A Person that has submitted a sub-bid to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from making a prime Bid. If there is a reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

RETURN OF BID SECURITY. The successful Bidder's Bid security shall be held until the Contract is executed. Bid security shall be returned to the unsuccessful Bidders within a reasonable time, which in any case shall not exceed sixty (60) Days after the successful Bidder has signed the Contract.

AWARD OF CONTRACT. The City reserves the right to reject any or all Bids or any parts thereof or to waive any irregularities or informalities in any Bid or in the bidding. The Contract award, if made, will be to the lowest responsible, responsive Bidder and is anticipated to occur within sixty (60) Days after the Bid opening. The Contract award may be made after that period if the selected Bidder has not given the City written notice of the withdrawal of its Bid.

ADDITIVE ITEMS. In accordance with Public Contract Code Section 20103.8, the lowest Bid shall be determined as follows: The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive items.

TRENCHING. If the Project involves the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five (5) feet deep or more, then each Bidder must submit, as a Bid item, adequate sheeting, shoring, and bracing, or an equivalent method, for the protection of life or limb, which shall conform to applicable safety orders. This final submission must be accepted by the City in advance of excavation and must include a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground during the excavation Work. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

LISTING SUBCONTRACTORS. Each Bidder shall submit a list of the proposed Subcontractors on the Project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, *et seq*.).

EXECUTION OF CONTRACT. The selected Bidder shall execute the Contract in the form included in these Contract Documents within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Additionally, the selected Bidder shall also secure all insurance and Bonds as herein specified, and provide copies to the City, within fifteen (15) Days

from the date of delivery of the Contract Documents to the Bidder. Failure or refusal to execute the Contract or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the Bidder's security. In such event, the City may declare the Bidder's security forfeited to the extent permitted by law, and the City may award the Contract to the next lowest responsible Bidder or may reject all bids.

SIGNATURES. The Bidder shall execute all documents requiring signatures and shall cause to be notarized all documents that indicate such a requirement. Bids submitted as joint ventures must so state and be signed by each joint venturer. The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors, a certified copy of a certificate of partnership acknowledging the signer to be a general partner, or a power of attorney, indicating the capacity of the person(s) signing the Bid to bind the Bidder to the Bid and any Contract arising therefrom. Alternatively, Bids submitted by corporations must be executed as specified in Corporations Code Section 313, and Bids submitted by partnerships must be executed by all partners comprising the partnership.

INSURANCE AND BONDS. The Contractor shall not begin Work until it has given the City evidence of all required insurance coverage (including all additional insured endorsements), a Bond guaranteeing the Contractor's faithful performance of the Contract, and a Bond securing the payment of claims for labor and materials, and City has provided its approval to begin Work.

TELEPHONES. Bidders are hereby notified that the City will not provide telephones for their use at the time of Bid submission.

INTERPRETATION OF CONTRACT DOCUMENTS. Any Bidder that is in doubt as to the intended meaning of any part of the Contract Documents, or that finds discrepancies in or omissions from the Contract Documents, may submit a written request for an interpretation or correction not later than ten (10) Days before the Bid submission deadline. All questions or requests for interpretation regarding this solicitation must be submitted through the Q&A section of the City of Norwalk PlanetBids online bid portal. Bidders are not to contact City personnel with questions or clarifications concerning this solicitation. Any City response relevant to this solicitation provided through any means other than the City of Norwalk PlanetBids online bid portal is unauthorized and will be considered invalid. Telephonic and electronic mail requests will not be taken. Any interpretation or correction of the Contract Documents will be made only by a written Addendum. No oral interpretation of any provision in the Contract Documents shall be binding.

TAXES. Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, State or local authorities on materials used or furnished by the Contractor in performing the Work shall be paid by the Contractor. The Bidder shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in computing the Bid.

THESE ARE FEDERAL REQUIREMENTS:

FEDERAL FUNDING. This project is partially funded by the Federal Highway Administration (FHWA). The successful Proposer will be required to comply with Equal Employment Opportunity and all applicable federal, state and local laws, and requirements. The City of Norwalk hereby

notifies all Offerors that the City will affirmatively assure that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funds provided under this Invitation to Bid, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

DISADVANTAGED BUSINESS ENTERPRISE. It is the policy of the Department of Transportation and the City of Norwalk that Disadvantaged Business Enterprises ("DBE'") as defined in 49 CFR part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirement of 49 CFR applies to this Agreement.

LIQUIDATED DAMAGES. Liquidated damages shall accrue in the amount of **$3,000.00** for each day that Work remains incomplete beyond the Project **100 Working Days** completion deadline as specified in the Contract Documents.

PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS. The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

BID RIGGING. The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

QUALITY ASSURANCE. The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

_____ Completed and Signed Bid Cover Form

_____ Completed and Signed Bid Sheets

_____ Completed, Signed and Notarized Questionnaire

_____ Completed References Form

_____ Resume of General Construction Superintendent/On-Site Construction Manager

_____ Completed Subcontractor Designation Form

_____ Completed and Signed Industrial Safety Record Form

_____ Completed, Signed and Notarized Bid Bond or Other Security Form

_____ Signed and Notarized Noncollusion Declaration Form

_____ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

Federal Required Forms:

_____ Signed and Notarized Noncollusion Affidavit (See “Declaration” form above)

_____ Equal Employment Opportunity Certification

_____ Debarment and Suspension Certification

_____ Non-Lobbying Certification

_____ Federal Exhibit 10-Q Disclosure of Lobbying Activities

_____ Exhibit 12-B Bidder’s List of Subcontractor (DBE and Non-DBE)

_____ Exhibit 12-G Federal-Aid Contract

_____ Exhibit 12-H Public Contract Code Section 10285.1 Statement

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

BID

CITY OF NORWALK

CARMENITA ROAD REHABILITATION
550' NORTH OF EXCELSIOR DRIVE TO ROSECRANS AVENUE

FEDERAL-AID PROJECT NO. STPL-5347(035)
CITY PROJECT NO. 7184

Bidder's Name: _____

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF NORWALK:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Norwalk to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of three (3) consecutive years of current Public Works experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number _____, Class _____, which expires on _____.

Bidder's Name: _____

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

CITY OF NORWALK

BID SHEETS FOR

CARMENITA ROAD REHABILITATION
550' NORTH OF EXCELSIOR DRIVE TO ROSECRANS AVENUE

FEDERAL-AID PROJECT NO. STPL-5347(035)
CITY PROJECT NO. 7184

Bidder's Name: _____

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BASE BID SCHEDULE:

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1.	Mobilization and Demobilization. (This amount shall not exceed 5% of the total contract)	1	LS	$	$
2.	Construction Information Signs	2	EA	$	$
3.	Cold Mill Existing AC Pavement to 1-3/4" Depth	53,649	SF	$	$
4.	Install 3/8" thick ARAM Interlayer	53,649	SF	$	$
5.	Excavate 20" of Existing AC Pavement and Subgrade	5,409	CY	$	$
6.	Construct 12" of Aggregate Base	3,346	CY	$	$
7.	Construct 6" of AC Type B PG64-10 Base Course	3,275	TON	$	$
8.	Construct 2" of AC Type C2 PG 64-10 Surface Course	1,094	TON	$	$
9.	Construct 4" PCC Sidewalk per City of Norwalk Standard Plan No. 112-2	8,564	SF	$	$

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
10.	Remove and Reconstruct PCC Driveway Approach per City of Norwalk Standard Plan No. 102-A	7,643	SF	$	$
11.	Remove and Reconstruct Type A-2 Curb and Gutter per City of Norwalk Standard Plan No. 105-A	1,058	LF	$	$
12.	Remove and Reconstruct PCC Curb Ramp per SPPWC Standard Plan No. 111-5	8	EA	$	$
13.	Remove Existing PCC Cross Gutter and Replace with New PCC Cross Gutter per City of Norwalk Standard Plan No 106-A	540	LF	$	$
14.	Construct New CMU Retaining Wall (Type A) per SPPWC Std. Plan No. 618-3	24	LF	$	$
15.	Remove and Reconstruct Existing Raised Concrete Median	356	SF	$	$
16.	Modify raised concrete median curb and gutter per Los Angeles County Road Department Standard Plan 28-01.	170	LF	$	$
17.	Remove and Replace 9” thick PCC Pavement per SPPWC Standard Plan 132-4	1,200	SF	$	$
18.	Construct Parkway Drain per City of Norwalk Standard Plan No. 107-A	10	EA	$	$
19.	Construct Parkway Drain per City of Norwalk Standard Plan No. 107-B	1	EA	$	$
20.	Remove and Replace Existing 14” Inlet per SPPWC Standard Plan 150-4.	2	EA	$	$
21.	Install Type E 6’ Diameter Circular Inductive Loop per Caltrans Std. Plan No. ES-24	3	EA	$	$
22.	Adjust Traffic Signal and Street Light Pull Box Frame and Cover to Grade	19	EA	$	$
23.	Adjust Sewer Manhole Frame and Cover to Grade	11	EA	$	$

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
24.	Adjust Water Valve Box and Cover to Grade	20	EA	$	$
25.	Adjust Electrical Vault and Cover to Grade	1	EA	$	$
26.	Adjust Telephone Manhole Frame and Cover to Grade	4	EA	$	$
27.	Adjust Water Meter Box and Cover to Grade	10	EA	$	$
28.	Adjust Utility Pedestal to Grade	2	EA	$	$
29.	Remove and Replace PCC Concrete Spandrel	2,355	SF	$	$
30.	Adjust Irrigation Control Valve Box and Cover to Grade	1	EA	$	$
31.	Relocate Existing Irrigation Control Valve Box and Cover	1	EA	$	$
32.	Modify Existing Landscaping and Irrigation (Verify in Field)	1	LS	$	$
33.	Remove and Replace Existing PCC Cross Gutter per City of Norwalk Std. Plan No. 106-A	824	SF	$	$
34.	Remove and Relocate Backflow Prevention Device	2	EA	$	$
35.	Adjust Existing Backflow Prevention Device to Grade	1	EA	$	$
36.	Remove Existing Tree and Plant New 15-Gallon Tree per SPPWC Std. Plan No. 519-3	5	EA	$	$
37.	Plant New 15-Gallon Tree per SPPWC Std. Plan No. 519-3	5	EA	$	$
38.	Traffic Striping, Pavement Markers, Curb and Pavement Markings and Signage	1	LS	$	$
39.	Traffic Control	1	LS	$	$

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICES	EXTENDED AMOUNT
40.	Construction Survey and Monument Preservation	1	LS	$	$
41.	Water Pollution Control Plan	1	LS	$	$
TOTAL BASE BID AMOUNT IN DIGITS:					$_____
TOTAL BASE BID AMOUNT IN WORDS: _____					

Note: Items may be adjusted or deleted. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed except as described by Standard Specifications Section 7-3.5. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

<table>
<tr><td colspan="2">The award of Contract shall be based on the TOTAL BASE BID AMOUNT.</td></tr>
<tr><td colspan="2">Schedule of Values (SOV). Within ten (10) days of execution of this contract, the Contractor shall submit for the City's review and approval an SOV for the lump sum Bid items of the Work. The SOV shall:
a. Subdivide the Work into its respective parts,
b. Include values for all items comprising the Work, and
c. Serve as the basis for monthly progress payments made to the Contractor throughout the Work.

The City shall be the sole judge of acceptable numbers, details, and description of values established. If, in the opinion of the City, a greater number of SOV items than proposed by the Contractor are necessary, the Contractor shall add the additional items so identified by the City. When requested by the City, the Contractor shall provide substantiating data in support of scheduled values. Monthly progress payment amounts for Lump Sum items shall be determined from the monthly updates of the Schedule activities.</td></tr>
<tr><td rowspan="3">Full compensation for the items listed to the right as Items A, B, and C are considered as inclusive in each Bid Item listed above in the Base Bid Schedule as applicable, and no additional and/or separate compensation shall be allowed.</td><td>A. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience, Public Notifications and Safety.</td></tr>
<tr><td>B. Construction Staking by Land Surveyor.</td></tr>
<tr><td>C. Clearing and Grubbing.</td></tr>
<tr><td colspan="2">In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</td></tr>
<tr><td colspan="2">The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project in compliance with the Bid and Contract Documents and all applicable codes and standards.</td></tr>
<tr><td colspan="2">All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and Contract Documents and all applicable codes and standards are assumed to be included in the bid prices.</td></tr>
<tr><td colspan="2">The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the Contract and pay the Contractor at the bid unit prices so long as the total amount of bid item change does not exceed 25% (plus or minus) of the total bid item amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices in accordance with Standard Specifications Section 7-3.5.</td></tr>
<tr><td colspan="2">A bid is required for the entire work, so that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the Contract will be based upon the actual quantities of work satisfactorily completed.</td></tr>
</table>

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

(1) Bidder's Name: _____

(2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

_____

(3) Business Address: _____

(4) Telephone: _____ Facsimile: _____

(5) Email Address: _____

(6) Type of Firm – Individual, Partnership, LLC or Corporation: _____

(7) Corporation organized under the laws of the State of: _____

(8) California State Contractor's License Number and Class: _____

Original Date Issued: _____ Expiration Date: _____

(9) DIR Contractor Registration Number: _____

(10) List the name and title of the person(s) who inspected the Project site for your firm:

_____

(11) List the name and title of the person(s) who visited the site for your firm: _____

(12) Number of years' experience the company has as a contractor in construction work: ____

(13) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:

_____

_____

_____

(14) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

_____

_____

(15) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

_____

_____

_____

(16) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

a. List the names, addresses and telephone numbers of contact persons for the parties:

_____

_____

_____

b. Briefly summarize the parties' claims and defenses:

_____

_____

_____

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

_____

_____

_____

(17) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

_____

_____

_____

(18) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

(19) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

(20) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

a. By you against the owner? Circle one: Yes No

b. By the owner against you? Circle one: Yes No

c. By any outside agency or individual for labor compliance? Circle one: Yes No

d. By Subcontractors? Circle one: Yes No

e. Are any of these claims or actions unresolved or outstanding? Circle one: Yes No

If your answer is "yes" to any part or parts of this question, explain.

(21) List the last three (3) projects you have worked on or are currently working on for the City of Norwalk:

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Notary Public

Subscribed and sworn to me: _____

_____

Signature:_____

This ____ day of _____, 20_____

Title: _____

Signature: _____

(SEAL)

Company

Signature:

_____

Title:

_____

Date:

_____

Signature:

_____

Title:

_____

Date:

_____

REFERENCES FORM

For all public agency projects in excess of $15,000 that you are currently working on or have worked on in the past three (3) years, provide the following information:
(Attach additional sheets if necessary)

Project 1 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: $_____ Final Contract Amount: $_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

_____

_____

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

_____

_____

Project 2 Name/Number _____

Project Description _____

Approximate Construction Date From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: $_____ Final Contract Amount: $_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

_____

_____

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

_____

_____

Project 3 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: $_____ Final Contract Amount: $_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

_____

_____

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

_____

_____

Project 4 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: $_____ Final Contract Amount: $_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

_____

_____

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

_____

_____

Project 5 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: $_____ Final Contract Amount: $_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

_____

_____

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

_____

_____

Project 6 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: $_____ Final Contract Amount: $_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

_____

_____

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

_____

_____

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.

Note: The City reserves the right, at its sole discretion, to require the Contractor to replace project management or field supervisory staff due to unsatisfactory performance, failure to comply with Contract requirements, lack of cooperation with City staff, safety concerns, or any other conduct determined by the City to be detrimental to the successful completion of the Project. Removal of management and supervisory staff shall require City approval.

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name _____

	Current Year of Record	2025	2024	2023	2022	2021	Total
Number of contracts							
Total dollar amount of contracts (in thousands of dollars)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

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

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

DESIGNATION OF SUBCONTRACTORS

[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or $10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Section 3-2 of Standard Specifications for Public Works Construction:
The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price except that any designated "Specialty Items" may be performed by subcontractor and the amount of any such "Specialty Items" so performed will be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. "Specialty Items" will be identified by the Agency in the Bid or in the Special Provisions.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Bond No. _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Norwalk ("City"), has issued an invitation for Bids for the Work described as follows: **CARMENITA ROAD REHABILITATION**
550' NORTH OF EXCELSIOR DRIVE TO ROSECRANS AVENUE
FEDERAL-AID PROJECT NO. STPL-5347()35)
Project No. **7184**

WHEREAS _____
(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

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

_____
(Name and address of Surety)

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

_____
Dollars ($_____), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____

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

NON-COLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Date:	_____	Date:	_____

This form must be notarized.

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.

The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

DISADVANTAGED BUSINESS ENTERPRISES (DBE) **2**
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DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. [*This provision may be omitted by the Local Agency, at their option.*]

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term “significant change” shall be construed to apply only to the following circumstances:
    - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
    - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

•

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of_____WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County_____the sum of $_____per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

[Include the Buy America provisions below when required by LAPM Chapter 12]

Buy America Requirements apply to iron or steel, manufactured products, and construction materials permanently incorporated into the project.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

An article, materials, or supply to be permanently incorporated in the project should only be classified into one of the following categories:

1. Iron or steel products
2. Manufactured products
3. Construction materials
4. Excluded materials

Excluded materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Iron or Steel Products

All iron or steel products permanently incorporated into the project must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or $2,500, materials produced outside the United States may be used if authorized.

Iron or steel products are defined as articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

For a product to be considered to consist predominantly of iron or steel, or a combination of both means the cost of the iron or steel content of the product exceeds 50 percent of the total cost of all its components. The cost of iron or steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

Furnish iron or steel products to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the iron or steel were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

[Delete the paragraph below if not applicable]

The following iron or steel products have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1._____

2._____

Manufactured Products

All manufactured products permanently incorporated into the project must be manufactured in the United States.

Manufactured products are defined as articles, materials, or supplies that have been:

1. Processed into a specific form and shape; or
2. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

Manufacturer, in the case of manufactured products, means the entity that performs the final manufacturing process by bringing individual elements together that produces a manufactured product.

If an item is classified as an iron or steel product, a construction material, or an excluded material, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product may include components that are iron or steel products, construction materials, or excluded materials.

Iron or steel used in precast concrete manufactured products or Intelligent Transportation Systems (ITS) must meet the requirements of Iron or Steel Products regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section Iron or Steel Products if the cost of steel and iron components is 50 percent or more of the total cost of the manufactured product.

Furnish manufactured products to be permanently incorporated into the work with certificates of compliance with each project delivery. The manufacturer's certificate of compliance must identify where the manufacturing occurred and attest specifically to Buy America compliance.

[Delete the paragraph below if not applicable]

The following manufactured products have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1._____

2._____

Construction Materials

Construction materials permanently incorporated into the project must be manufactured as defined in 2 CFR

184.6 in the United States.

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
   2.1 Polyvinylchloride
   2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

Minor additions of articles, materials, supplies, or binding agents to these construction materials do not change the categorization of the construction material.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. The manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

[Delete the paragraph below if not applicable]

The following construction materials have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1._____

2._____

Buy America Waiver for De Minimis Cost for Manufactured Products and Construction Materials

A De Minimis Cost Waiver can waive the application of FHWA's Buy America requirements for manufactured products and construction materials under a single project when the total value of non-compliant manufactured products and construction materials is no more that the lesser of $1,000,000 or 5 percent of the total applicable material costs for the project.

The percent threshold is calculated based on the following formula:

X = NC / TA

where:

X = percent threshold

NC = total value of non-compliant manufactured products and construction material

TA = total applicable project costs (iron or steel products, manufactured products, and construction materials; does not include excluded materials)

This threshold is based on the actual cost of the iron or steel products, manufactured products, and construction materials, not the anticipated cost of those materials. Compliant and non-compliant Agency Furnished Materials for the project must be accounted for in a De Minimis Cost Waiver Worksheet calculation, if provided by the Local Agency.

Provide copies of invoices for the actual costs of materials including transportation to the project site.

In applying a De Minimum Cost Waiver, total cost of non-compliant construction materials and manufactured products does not include the cost of any products subject to a separate Buy America waiver.

If De Minimis Cost Waiver Worksheet calculation for materials subject to Buy America is not submitted, the Local Agency may:

1. Withhold from the next progress payment

2. Reject your request for a De Minimis Costs waiver for non-compliant construction materials or manufactured products

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

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

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]

[The current version of Form FHWA-1273 is accessible at FHWA's website: https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf]. The form is also attached as reference. See Appendix B – Federal Requirements.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2

177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Co lusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tulane	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-S anta Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.
Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter refer red to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non- discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions

[to be used when applicable]

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is____.

This section applies if a number of trainees or apprentices is shown on the Notice of Bidders.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of _____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____approval for this submitted information before the prime contractor starts work. The City/County of_____c redits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period

2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of_____reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
   a. Contribute to the cost of the training
   b. Provide the instruction to the apprentice or trainee
   c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S, Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor’s performance under this section.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____,
proposed subcontractor _____, hereby certifies that he has ___ , has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has 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 filling requirements.

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

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year_____ quarter_____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature_____
Value _____

14. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify_____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: Date:

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06 **Distribution:** Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETION OF SF-LLL,

DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

BUY AMERICA REQUIREMENTS
49 U.S.C. 5323(j)
49 CFR Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000).

Flow Down

The Buy America requirements flow down from Federally funded recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The $100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FHWA-funded contracts, but does not specify the language to be used. The following language has been developed by FHWA.

Buy America - The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FHWA-funded projects are produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FHWA recipient the appropriate Buy America certification (below) with all bids or offers on FHWA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, **iron, or manufactured products.**
Certificate of Compliance with 49 U.S.C. 5323(j)(1)

BUY AMERICA REQUIREMENTS
49 U.S.C. 5323(j)
49 CFR Part 661

Certification of Bidder or Offeror

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date

_____

Signature

_____

Company Name

_____

Title

_____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date

_____

Signature

_____

Company Name

_____

Title

_____

Certification requirement for procurement of bridge materials and associated parts.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date

_____

Signature

_____

Company Name

_____

Title

_____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date

Signature

Company Name

Title

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://www.dir.ca.gov/Public-Works/Contractor-Registration.html

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater). **Photocopy this form for additional firms.**
Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: City, State:							<$1 million <$5 million <$10 million <$15 million Age of Firm: ___ yrs.
Name: : City, State							<$1 million <$5 million <$10 million <$15 million ge of Firm: ___ yrs.
Name: : City, State							<$1 million <$5 million <$10 million <$15 million ge of Firm: ___ yrs.
Name: City, State:							<$1 million <$5 million <$10 million <$15 million ge of Firm: ___ yrs.
Name: City, State:							<$1 million <$5 million <$10 million <$15 million ge of Firm: ___ yrs.
Name:							<$1 million

City, State							<$5 million
							<$10 million
							<$15 million
							ge of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

The bidder shall list all subcontractors who provided a quote or bid **but were not selected** to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: City, State:							☐ $1 million ☐ $5 million ☐ $10 million ☐ $15 million Age of Firm: ___ yrs.
Name: City, State:							☐ $1 million ☐ $5 million ☐ $10 million ☐ $15 million ge of Firm: ___ yrs.
Name: City, State:							☐ $1 million ☐ $5 million ☐ $10 million ☐ $15 million ge of Firm: ___ yrs.
Name: City, State:							☐ $1 million ☐ $5 million ☐ $10 million ☐ $15 million ge of Firm: ___ yrs.
Name: City, State:							☐ $1 million ☐ $5 million ☐ $10 million ☐ $15 million ge of Firm: ___ yrs.
Name: City, State:							☐ $1 million ☐ $5 million ☐ $10 million ☐ $15 million ge of Firm: ___ yrs.

Distribution: 1) Original – Local Agency File 2) Copy-DLAE w/ Award Package

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ___been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

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

Yes _____ No _____

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

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one 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.

CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

_____ Two (2) executed and notarized copies of the Contract

_____ Payment Bond in amount of the Contract

_____ Performance Bond in amount of the Contract

_____ Workers' Compensation Certificate

_____ Liability Insurance Certificate in the amounts specified in Section 5-4.2 of the General Provisions, naming the City as a co-insured

_____ Automobile Insurance certificate in the amount specified in Section 5-4.4 of the General Provisions, naming the City as a co-insured

_____ Copy of City Business License

_____ Additional Insured Certification – Commercial General Liability

_____ Additional Insured Certification – Automobile Liability

_____ Additional Insured Certification – Excess Liability

SAMPLE

CONTRACT

CITY OF NORWALK
CARMENITA ROAD REHABILITATION
550' NORTH OF EXCELSIOR DRIVE TO ROSECRANS AVENUE
FEDERAL-AID PROJECT NO. STPL-5347()35)
CITY PROJECT NO. 7184

THIS CONTRACT ("Contract") is made and entered this _____, 20__ ("Effective Date"), by and between the CITY OF NORWALK, a California municipal corporation ("City") and _____, a _____ [Legal Form of Entity and state of formation, e.g., California corporation, limited partnership, limited liability company] ("Contractor"). Contractor's California State Contractor's license number is _____; Class ____). Contractor's DIR registration number is _____.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as _____ ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a sum not to exceed _____ dollars ($_____) in accordance with the prices as submitted in the Bid. The sum stated herein shall only be exceeded by making of a change order or amendment, agreed to in writing by both parties.

4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In

SAMPLE

accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

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

8. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify and save harmless the City of Norwalk, its officers, officials, employees, agents, attorneys, and volunteers from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the performance of the Work under this Contract, but only to the extent caused by the negligent acts or omissions, recklessness, or willful misconduct of Contractor, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them or for whose acts they may be liable. This indemnification obligation includes, but is not limited to, claims for bodily injury, personal injury, illness, disease, death, property damage, loss of use, or violation of applicable federal, state, or local laws, regulations, or ordinances, arising out of or in any manner connected with the performance of the Work. Nothing in this Contract shall be construed to require Contractor to indemnify, defend, or hold harmless the City for the City's sole negligence, active negligence, or willful misconduct. This indemnification obligation shall apply only to the extent permitted by California law. The provisions of this section shall survive completion of the Work and termination or expiration of this Contract.

9. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

10. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

11. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

12. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF NORWALK

By: _____
Jesus M. Gomez, City Manager

Date:_____

ATTEST:

By: _____
Theresa Devoy, City Clerk, CMC

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman, City Attorney

NAME OF CONTRACTOR HERE

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

(Please note: Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

SAMPLE

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Norwalk ("City"), State of California, has awarded to _____

_____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

CARMENITA ROAD REHABILITATION
550' NORTH OF EXCELSIOR DRIVE TO ROSECRANS AVENUE
FEDERAL-AID PROJECT NO. STPL-5347(035)
CITY PROJECT NO. 7184

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

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

_____

_____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _

_____

Dollars ($_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code

Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

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

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

Note: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT AWARD.* Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Norwalk ("City"), has awarded to _____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

CARMENITA ROAD REHABILITATION
550' NORTH OF EXCELSIOR DRIVE TO ROSECRANS AVENUE
FEDERAL-AID PROJECT NO. STPL-5347(035)
CITY PROJECT NO. 7184

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

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

_____

(Name and address of Surety)

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

_____

Dollars ($_____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT AWARD. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE

WHEREAS, the City of Norwalk ("City") has required certain insurance to be provided by:

_____

NOW THEREFORE, the undersigned insurance broker does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

   City of Norwalk
   City Hall-City Clerk
   12700 Norwalk Boulevard
   Norwalk, CA 90650

   The insureds under such policy or policies are:

   _____

2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

Policy Number	Effective Date	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____

_____

_____

By: _____
Its Authorized Representative

ADDITIONAL INSURED CERTIFICATION
COMMERCIAL GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this Certification applies to (the "Policy"), it is agreed as follows:

1. The City of Norwalk ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity,

construction, interpretation, and enforcement of this contract of insurance.

9. All notices given hereunder shall be sent to City at:

City Clerk
City of Norwalk
City Hall
12700 Norwalk Boulevard
Norwalk, CA 90650

10. Except as stated above, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy.

TYPE OF COVERAGES TO WHICH THIS CERTIFICATION ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- □ Contractual Liability
- □ Owners/Landlords/Tenants
- □ Manufacturers/Contractors
- □ Products/Completed Operations
- □ Broad Form Property Damage
- □ Extended Bodily Injury
- □ Broad Form Comprehensive
- □ General Liability Certification
- □ Explosion Hazard
- □ Collapse Hazard
- □ Underground Property Damage
- □ Pollution Liability
- □ Liquor Liability
- □ _____
- □ _____
- □ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ *if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to sign this certification.
Executed _____, 20____

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

ADDITIONAL INSURED CERTIFICATION
AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this certification applies to (the "Policy"), it is agreed as follows:

1. The City of Norwalk ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this certification applies, shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This certification and all notices given hereunder shall be sent to City at:

City Clerk
City of Norwalk
City Hall
12700 Norwalk Boulevard
Norwalk, CA 90650

10. Except as stated above, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this certification is attached.

TYPE OF COVERAGES TO WHICH THIS CERTIFICATION ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- □ Any Automobiles
- □ All Owned Automobiles
- □ Non-owned Automobiles
- □ Hired Automobiles
- □ Scheduled Automobiles
- □ Garage Coverage
- □ Truckers Coverage
- □ Motor Carrier Act
- □ Bus Regulatory Reform Act
- □ Public Livery Coverage
- □ _____
- □ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ *(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to sign this certification and that by my execution hereof.

Executed _____, 20____

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

ADDITIONAL INSURED CERTIFICATION
EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this certification is attached (the "Policy"), it is agreed as follows:

1. The City of Norwalk ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this certification applies, shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. All notices given hereunder shall be sent to City at:

City Clerk
City of Norwalk
City Hall
12700 Norwalk Boulevard
Norwalk, CA 90650

10. Except as stated above nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this certification is attached.

TYPE OF COVERAGES TO WHICH THIS CERTIFICATION ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

□ Following Form
□ Umbrella Liability
□ _____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NUMBER	AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A □ deductible or □ self-insured retention *(check one)* of $_____ _____ applies to all coverage(s) except: _____ _____ *(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

14. This is an □ occurrence or □ claims made policy *(check one)*.

15. I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to sign this certification and that by my execution hereof.

Executed _____, 20____

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

PART 1
GENERAL PROVISIONS

Add the following Section:

SECTION 0 - GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS.

The 2024 Edition of "Standard Specifications for Public Works Construction" ("SSPWC" or "GREENBOOK"), as amended by the Contract Documents, is incorporated into the Contract Documents by this reference. The Work described herein shall be done in accordance with the provisions of the Standard Specifications, as amended by the Contract Documents.

0-2 NUMBERING OF SECTIONS.

The number of sections and subsections in these General Provisions are compatible with the numbering in the Greenbook.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS.

The sections that follow supplement, but do not replace, the corresponding provisions in Part 1 (General Provisions) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

0-4 CONTRADICTIONS BETWEEN PLANS, SPECIFICATIONS, OR OTHER REFERENCES.

Any contradictions found in the plans, specifications, project documents, or other references shall be brought to the attention of the City. If any such contradictions are found, the more stringent application, design, or specification shall apply.

SECTION 1. GENERAL

1-2 TERMS AND DEFINITIONS.

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Norwalk, California.

Board – The City Council of the City of Norwalk.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including these General Provisions.

Engineer – The City Engineer or his/her designee, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Inspector – An authorized representative of the City assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Notice to Proceed 1 (NTP1): Authorizes pre-construction activities (baseline schedule and phasing map submittals, permits, traffic control plan development, procurement) but does not authorize physical construction in the field unless expressly stated.

Notice to Proceed 2 (NTP2): Authorizes commencement of field construction.

Notice of Completion – The notice authorized by Civil Code Section 9204.

Project – See Work.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

1-3.3 Institutions.

The institutions listed in Section 1-3.3 of Part 1 of the Standard Specifications shall be supplemented by the list below:

Abbreviation	Word or Words
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
ANSI	American National Standards Institute
APWA	American Public Works Association
ASTM	American Society for Testing and Materials
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IAPMO	International Association of Plumbing and Mechanical Officials
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, Latest edition, Department of Transportation
SSP	State of California Standard Plans, Latest edition, Department of Transportation

1-7.2 Contract Bonds.

This subsection shall be supplemented by the following:

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion and the end of all warranty periods set forth in the Contract Documents. The Material and Labor Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741,

and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

SECTION 2. SCOPE OF THE WORK

2-1 WORK TO BE DONE.

This subsection shall be supplemented by the following:

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as described in detail in the Bidding and Contract Documents, Plans and Specifications to construct the project. Major work components include rehabilitation of existing asphalt pavement on Carmenita Road from 550 feet north of Excelsior Drive to Rosecrans Avenue. The project will also construct concrete sidewalks, curb and gutter, cross-gutters, driveways, curb access ramps, retaining curbs, retaining walls, signing, and striping on this project as shown in BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS.

The Contractor shall perform, with its own organization (rather than with Subcontractors), Work amounting to at least fifty percent (50%) of the Contract Price.

The Contractor shall furnish and provide all supervision, labor, materials, equipment, tools, permits, layout, traffic control, protection, coordination, testing support, cleanup, documentation, and incidentals necessary to complete the Work in full compliance with the Contract Documents and applicable laws, whether or not each such item is expressly called out in an individual bid item or specification section. Any Scope of Work that is reasonably inferable from the Plans/Specifications and necessary for a complete, functional, and code-compliant installation shall be included in the Contract Price.

2.1 DURATION

Project Construction Window, Duration, and Milestones

Should the Contractor proceed with construction activities, Contractor assumes responsibility and that this work will be under question until written acceptance is provided by the City. If subject limits fail, Contractor will be responsible to reconstruct, repair and provide compensation for specialty material inspections at no additional cost to the City and subject to incur liquidated damages.

(Substantial Completion and Final Acceptance Requirements)

1. **Seasonal construction window.** Construction activities for this project shall be performed during the seasonal construction window of May 1 through September 30, unless otherwise authorized in writing by the City due to weather, material availability, or City operational constraints at no additional cost to the City and subject to incur liquidated damages.

2. **Milestone definitions.**

- **Substantial Completion:** The Work is sufficiently complete for the City to use the project for its intended purpose, including continuous and safe public travel and access, with only minor punchlist items remaining that do not materially affect use, safety, or durability. The City will provide written acceptance for substantial completion milestone.

- **Final Acceptance:** Completion of all contract work including punchlist corrections, final cleanup, final documentation/submittals, and any required final testing, and written acceptance by the City.

3. **Required milestone timing within the window.**

   - All pavement treatment placement (including HMA, grind & overlay, and related surface applications) shall be completed no later than September 30 unless otherwise authorized in writing by the City.

   - Contractor shall achieve Substantial Completion no later than September 30, unless otherwise authorized in writing by the City.

   - Final Acceptance may occur after September 30, provided the roadway is open and safe for public use, and remaining items are limited to punchlist, final striping (if deferred by City direction), final cleanup, documentation, and other non-seasonal work acceptable to the City.

   - Permanent pavement marking/striping shall be completed by September 30 or within one (1) week after cat tracking, whichever is most restrictive.

4. **Baseline schedule and updates.**

   - Within 14 calendar days of Notice to Proceed, Contractor shall submit a baseline schedule showing major activities, sequencing/phasing, key constraints, and the planned dates for Substantial Completion and Final Acceptance for City review, acceptance, and approval. Contractor to use City template milestone schedule.

   - Contractor shall update progress weekly via the required weekly workplan and shall include a current three-week look-ahead.

   - Contractor to provide phasing schedule for the work zone. Phasing schedule shall be color-coded and indicate no construction activity on adjacent streets on the same day.

   - If the Contractor proceeds with construction activities, they assume responsibility and that this work will be under question until written acceptance is provided by the City. If subject limits fail, it will be the responsibility of the Contractor to repair and provide compensation for specialty material inspections.

5. **Weather and unsuitable conditions.**

   - Contractor shall not perform work when weather or surface conditions are

unsuitable for the operation, including precipitation, wet pavement, visible moisture, or other conditions that could impair performance.

- Weather delays do not justify proceeding under marginal conditions. Contractor shall protect partially completed work and maintain traffic control and access during weather suspensions.

6. **Operational constraints.** Contractor shall plan and execute the Work consistent with operational limitations, including but not limited to:

   - No work on scheduled trash pickup days within affected street segments. Contractor shall verify the trash pick up schedule with City's contracted trash pick up company, Athens Services, at 626-625-8043.

   - No work when schools serving the area are open or in session, unless authorized in writing by the City.

   - No work when street sweeping is scheduled. Contractor shall verify the trash pick up schedule with City.

   - No work shall be performed on adjacent or connecting street segments concurrently. The Contractor shall sequence operations such that only one street segment within a connected neighborhood area is under construction at any given time. For the purposes of this section, adjacent or connecting streets include any streets that intersect, provide primary access, or serve as alternate circulation routes for the same residential area. The Contractor shall submit a detailed phasing and sequencing plan demonstrating compliance with this requirement for City review and approval prior to commencing Work. Any deviation from the approved sequence shall require prior written authorization from the City.

   - City-directed restrictions on lane closure hours, noise, access, emergency routes, and special events.

7. **Out-of-window work and recovery planning.**

   - If Contractor anticipates that pavement treatment placement or Substantial Completion will extend beyond September 30, Contractor shall notify the City immediately and submit a written recovery plan to include but not limited to added crews, resequencing, extended hours where allowed, additional equipment, revised phasing for City review at no additional cost to the City and subject to incur liquidated damages.

   - Any authorization for work outside the May–September window is at the City's discretion and does not relieve Contractor of compliance with all specifications (including temperature, curing/protection, and acceptance criteria).

8. **Contractor responsibility.** The seasonal construction window is established to promote quality results and minimize public impacts. Contractor remains responsible for means, methods, staffing, equipment, and sequencing necessary to meet the required milestones. Delays attributable to Contractor coordination, staffing, equipment, subcontractors, procurement, or planning shall not be cause for extending the construction window.

2-2 PERMITS.

This subsection shall be supplemented by the following:

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining a no fee encroachment permit for Work within the public right-of-way, as well as all other permits required from all other agencies. Should this Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work can commence on this Project. Contractor shall bear all costs for fees for all agencies except for the City's permit fees.

2.2.1 Encroachment Permit

1. **General.** Coordination

2. **General.** The Contractor shall obtain and maintain all permits approvals, and authorizations required to perform the work within the public right-of-way and on property under the jurisdiction of the City of Norwalk, adjacent cities, and all other agencies having jurisdiction (AHJs), including but not limited to county, flood control, railroad, utility owners, transit agencies, and special districts, as applicable. Permit requirements apply to all work activities as applicable including traffic control, lane closures, detours, lane closures, detours, material staging, excavation, paving, striping, utility adjustments, and restoration.

3. **Permit responsibility.**

    - Permits are the Contractor's responsibility as part of the Contractor's means and methods unless expressly stated otherwise in the Contractor's responsibility as part of the Contractor's Contract Documents.

    - The Contractor shall coordinate directly with each AHJ to determine means and methods unless expressly stated otherwise in the Contract Documents.

    - The Contractor shall coordinate directly with each AHJ to determine permit requirements, processing times, submittal permit requirements, submittal content, inspection requirements, work hour restrictions, content, restoration standards, and notification obligations.

    - The Contractor shall comply with all permit conditions, including agency-specific standards, work windows, and inspection hold points. Failure to obtain or comply with required permits shall not relieve the Contractor of responsibility for completion, quality, or safety of the Work.

4. **City of Norwalk encroachment permits.** Encroachment permits issued by the City of Norwalk for work within the City of Norwalk right-of-way work shall be a no-fee permit. All other requirements of the City of Norwalk encroachment permit process (including submittals, insurance, bonding, traffic control requirements, and inspections) remain applicable.

    - Encroachment permits in other jurisdictions. For work within right-of-way under the jurisdiction of agencies other than the City of Norwalk, the Contractor shall be

responsible for obtaining all required encroachment permits and complying with all applicable requirements of the respective agency.

5. **Permit submittal timing and integration with schedule.**

   - Within 10 calendar days of Notice to Proceed (or as otherwise directed by the City), Contractor shall submit to the City a Permit Matrix identifying all anticipated permits and approvals, including: issuing agency, permit type, affected locations/limits, required submittals (Temporary Traffic Control plans, schedules, drawings), lead times/processing durations, fees (if any), inspection requirements, inspection requirements, and planned submittal dates.

   - Contractor shall submit complete permit applications early enough to support the approved project schedule and seasonal construction window, including all required traffic control plans and supporting documentation.

   - Contractor shall not begin work in any jurisdiction or right-of-way segment until all required permits and approvals for that segment are obtained and in effect.

6. **Weekly workplan requirements.** The Contractor's weekly workplan shall include, at a minimum:

   - A list of permits;

   - A list of permits/approvals required for the week's operations by segment and activity;

   - Permit numbers, status (submitted / in review / approved / issued / conditions);

   - Agency-required work hours, inspection requirements, and special conditions;

   - Any required public notifications or agency notifications tied to permitted work;

   - Identification of any permit-related constraints that could impact the planned schedule. Workplan submittals that do not demonstrate permit readiness for the planned work may be rejected and revised at no additional cost.

7. **Coordination, meetings, and inspections.**

   - Contractor shall attend permit coordination meetings as required by the City and/or issuing agencies as required by the City and/or issuing agencies.

   - Contractor shall schedule and coordinate all required inspections with each AHJ.

   - Contractor shall schedule and coordinate all required inspections with each AHJ and provide required notice periods.

   - Contractor shall maintain copies of active permits and approved traffic control plans on site and available at all times.

8. **Changes and additional requirements.** If any AHJ imposes additional requirements (restoration thickness, material type, striping, hours, detour routes, traffic control revisions,

etc.), the Contractor shall promptly notify the City and incorporate the requirements into the schedule and weekly workplans. Unless the Contract Documents state otherwise, compliance with permit conditions is included in the Contract Price.

9. **Non-compliance.** Work performed without required encroachment permits or in violation of permit conditions may be stopped by the City or AHJ. Contractor shall promptly correct non-compliant work, restore affected facilities, and obtain required approvals at no additional cost to the City.

2-3 RIGHT-OF-WAY.

Add the following subsections:

2-3.1 Alloted Working Space.

The City will make available the working limits shown in the Plans and/or identified by the City. The Contractor may stage equipment and materials only within areas approved by the City and only in a manner that maintains required access, traffic control, and safety. Storage is prohibited in traveled ways, sidewalks, driveways, and other areas not expressly approved. The Contractor shall keep the site free of debris and shall remove waste and removed materials daily unless otherwise approved in writing.

It shall be the responsibility of the Contractor to secure a temporary staging area, provide adequate fencing, security of the yard and equipment to the City Engineer or his/her designee's acceptance, and to restore the assigned area to its original, pre-use condition, or better, to the acceptance of the City.

2-3.2 Access to Private Property.

Unless otherwise stated in the Special Provisions, access to private property required for the Work shall be coordinated through the City. The Contractor shall not independently contact or seek authorization from property owners.

Prior to accessing any private property, the Contractor shall coordinate with the City Engineer or the City Engineer's designee. The City will obtain the necessary Right-of-Entry approvals from the property owner.

The Contractor shall obtain a copy of the approved Right-of-Entry from the City Engineer prior to performing any work on private property. No work shall proceed on private property without written authorization from the City.

2-4 COOPERATION AND COLLATERAL WORK.

This subsection shall be supplemented by the following:

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. The Contractor shall cooperate fully with their operations to avoid conflicts and to facilitate progress of each other's work. Payment for conforming to these requirements shall be included in other items of Work and no additional payment shall be made thereof.

2-5.4 Haul Routes.

Subsection 2-5.4 of Part 1 of the Standard Specifications shall be deleted and replaced as follows:

> The Contractor must obtain the City Engineer or his/her designee's approval before using any haul routes. Further detailed requirements for haul traffic are delineated in the Special Provisions.

2-7 CHANGES INITIATED BY THE AGENCY.

2-7.1 GENERAL.

This subsection shall be supplemented by the following:

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the City Engineer or his/her designee or his/her designee, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

The City Engineer and his/her designee may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the Contract Price, or the Contract Time, an equitable adjustment will be authorized by issuance of a Change Order. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instructions from the City Engineer and his/her designee.

Each Change Order shall not be considered approved until executed by the Agency.

The Engineer may, at any time, request changes to the Plans, Specifications, quantities of Contract Unit Price Bid items, and other details of the Work by issuance of a Field Order with not to exceed value. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City Engineer and his/her designee unless the Contractor believes that such Field Order entitles it to a change in the Contract Time. Thereafter the Contractor shall submit the basis for a change in the Contract Time within five (5) days.

Add the following subsection(s):

2-7.2 Balancing Change Order

Throughout the duration of the Contract, the Contractor shall perform field measurements and associated calculations documenting the quantity of each Contract Unit Price Bid item with confirmation from the City inspector. The Contractor shall submit the documentation to the City Engineer and his/her designee each month prior to the date for request of the progress payment. The City Engineer and his/her designee will independently measure and calculate the aforementioned quantities. In the case of a difference in the quantities, the quantity calculated by the City Engineer and his/her designee will prevail.

Upon completion of the Work per project plans and specifications, the Contractor and the City Engineer and his/her designee will meet to discuss the final quantities of each Contract Unit Price Bid item. If the quantity of each item cannot be agreed upon, the quantity determined by the City Engineer and his/her designee will prevail.

After determination of the final quantities, the Agency will issue a Balancing Change Order for the difference between the Bid quantity and final quantity of each Contract Unit Price Bid item constructed in accordance with the Contract Documents and the associated adjustment in the Contract Price.

2-7.3 Surety Notification

The Contractor shall notify its sureties of any Change Orders affecting the scope of the Work or change in the Contract Price, or Contract Time, or a combination thereof. The amount of the applicable Bonds and insurance coverage shall be adjusted accordingly. The Contractor shall furnish proof of such adjustments to the City Engineer and his/her designee.

2-8 EXTRA WORK.

This subsection shall be supplemented by the following:

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the City Engineer or his/her designee.

Add the following subsections:

2-8.1 Markup.

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

- Labor 20%
- Materials 15%
- Equipment Rental 15%
- Other Items and Expenditures 15%

To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding.

2-8.1.1 Work by Subcontractor.

A markup of five (5) percent of the subcontracted portion of the extra work may be added to the sum of the Subcontractor's costs and markup and shall constitute the markup for all overhead and profit for the Contractor on Extra Work done by the Subcontractor.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel, and other vehicles and/or equipment present at the job site but not directly used in actual construction activities. Incidental movements of labor, materials, supplies or equipment shall not be considered as use in actual construction activities. These costs shall not be reported as labor or equipment elsewhere, except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

2-9 CHANGED CONDITIONS. (NOT USED)

2-10 DISPUTED WORK.

Add the following subsections:

2-10.1 Claim Dispute Resolution.

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable) and must then adhere to Section 9204 and Article 1.5 (as applicable), pursuant to the definition of "claim" as individually defined therein.

2-10.2 Third Party Claims.

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

SECTION 3. CONTROL OF THE WORK

3-1 ASSIGNMENT.

This subsection shall be supplemented by the following paragraphs:

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-4 REFERENCES

The following standards apply to all work:

A. Standard Specifications for Public Works Construction (SSPWC), latest edition.

B. California Department of Transportation (Caltrans), Standard Specifications, latest edition.

C. California Department of Transportation (Caltrans), Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

D. City of Norwalk Standards, latest edition.

Should there be any conflict between references above or the specifications herein, the stricter shall apply.

3-5 INSPECTION.

This subsection shall be supplemented by the following:

All materials furnished and all work performed under the Contract shall be subject to review and inspection by the City Engineer or his/her designee. Such review may include mill, plant, shop, nursery, or field inspection as required.

3-6 THE CONTRACTOR'S REPRESENTATIVE.

This subsection shall be supplemented by the following:

At the time of the Pre-Construction meeting, the Contractor shall furnish a written list of their personnel who are authorized to sign work orders. There shall be at all times Contractor's personnel on the job who have the authority to sign work orders.

The City reserves the right, at its sole discretion, to require the Contractor to replace project management or field supervisory staff due to unsatisfactory performance, failure to comply with contract requirements, lack of cooperation with City staff, safety concerns, or any other conduct determined by the City to be detrimental to the successful completion of the Project. Removal of management and supervisory staff shall require City approval**.**

Contractor shall submit resume of project manager prior to the first project coordination meeting for review and approval by the City. Upon review of the project manager, City will provide written approval. Project manager shall have a minimum of 10 years of relevant experience and have managed a minimum of 10 similar projects. Upon City approval of project manager, said project manager shall remain on the project for the full duration of the project. Should the Contractor or City deem it necessary to replace the project manager, a new project manager with similar qualifications shall be appointed by the Contractor with the review and written approval by the City.

3-7 CONTRACT DOCUMENTS.

3-7.1 General.

This subsection shall be supplemented by the following:

In addition to the requirements under Section 3-7.1 in the Standard Specifications, 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 the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the City Engineer or his/her designee. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bid sheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

The Contractor shall examine and compare the Contract Documents with each other and with the other information made available to the Contractor by the Agency and shall immediately notify the Engineer of any errors, inconsistencies, or omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without notice to the City Engineer and his/her designee, the Contractor shall be responsible for costs resulting from proceeding with the work without first notifying the City Engineer of a known and reasonably apparent error, inconsistency, or omission.

The Contractor shall perform field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the City Engineer and his/her designee immediately.

If discrepancies are discovered between the drawings and specifications, and no specific interpretation is issued prior to bidding, the decision regarding this interpretation shall rest with the Agency. The Contractor shall be compelled to act on the Agency decision as directed. In the event the installation is **not in compliance** with the direction of the Agency, the installation shall be corrected by and at the expense of the Contractor at no additional cost to the Agency.

3-7.2 Precedence of the Contract Documents.

This subsection shall be supplemented by the following:

With regards to Section 3-7.2 in the Standard Specifications, the General Provisions shall control over the Special Provisions, and the Notice Inviting Bids and Instructions to Bidders (in that order) shall control over the Bid, such that the order of precedence shall be as follows from highest to lowest:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Contract/Agreement.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/Proposal.
8. General Provisions.
9. Technical Provisions.

10. City Engineer Conformed Plans.
11. Standard Plans.
12. Standard Specifications.
13. Reference Specifications.

3-8 SUBMITTALS.

3-8.1 General.

This subsection shall be supplemented by the following:

Within ten (10) days after issuance of Notice to Proceed 1 (unless otherwise specified in the Contract Documents), the Contractor will prepare and deliver a Schedule of Submittals to the City that has been fully integrated with the progress schedule and identifies each submittal required by the Contract Documents as well as the date on which Contractor will deliver each submittal to the City.

Submittal Procedure

1. Contractor will follow the following procedure for each submittal, shop drawing and sample required by the Contract Documents:

A. Submittals shall be transmitted electronically with a cover page providing following information:

1. Project name and number
2. Submittal number (unique and sequential), if the submittal is revised, include the revision number
3. Specification section and paragraph reference
4. Description of item being submitted
5. Contractor's review and approval stamp, certifying compliance with Contract requirements
6. Date of submission
7. Space for Engineer's action (Approved, Approved as Noted, Revise and Resubmit, or Rejected.

Each submittal shall be transmitted as a separate, standalone submission. Multiple items shall not be combined into a single submittal.

Each submittal shall be sent under a separate email. The email subject line shall clearly identify the submittal using the following format: Project Name – Submittal No. [XXX] – Revision [X] – [Description of Item]

B. Transmittals will be sequentially numbered. The Contractor to mark revised submittals with original number and sequential alphabetic suffix.

C. Each submittal will identify the Project, Contractor, Subcontractor and Supplier, pertinent drawing and detail number, and Specification Section number appropriate to submittal.

D. By transmitting a submittal, the Contractor certifies it has reviewed and approved each submittal, verified products required, field dimensions, adjacent construction

Work, and that coordination of information is according to requirements of the Work and Contract Documents.

E. Identify variations in Contract Documents and product or system limitations that may differ and/or be detrimental to successful performance of completed Work.

F. When submittal is revised for resubmission, the Contractor shall promptly address the City's comments and resubmit. The Contractor shall identify changes made since previous submission.

G. The City's review of shop drawings shall not relieve the Contractor from responsibility for deviations from the Contract Documents unless the Contractor has, in writing, called the City's attention to such deviations at time of submission and the City has taken no exception to the deviation. The City's review of shop drawings shall not relieve the Contractor from responsibility for errors in shop drawings.

H. Submittals not required by the Contract Documents or requested by the City will not be acknowledged or processed.

I. Incomplete submittals will not be reviewed by the City. Delays resulting from incomplete submittals are not the responsibility of the City.

J. The Contractor shall not be entitled to any extension of the Contract times as a result of the submittal process.

K. The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Contract Documents.

2. Where a submittal, shop drawing or sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to the City review and approval of the pertinent submittal will be performed at the sole risk and expense and responsibility of Contractor.

3. A Certificate of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications require or if required by the Engineer.

4. Copies of mill certificates of composition and quality of all component materials (reinforcing steel, structural steel, lumber, etc.) incorporated in the construction of the Work shall be provided to the City at the time of delivery. The City shall retain the right to reject any raw material not provided with a mill certificate at the time of delivery.

Schedule Milestones for Submittals

The Contractor must submit all submittals required by the Contract Documents in accordance with the Schedule of Submittals. If the Contractor fails to submit the submittals in accordance with the Schedule of Submittals, the Contractor will be solely liable for any delays or impacts caused by the delayed submittal, whether direct or indirect. The Contractor will be liable for the time calculated from the date the submittal is due until the date a compliant submittal is made. A compliant submittal will be one that is complete and satisfies the requirements of the Contract Documents.

3-8.3 Shop Drawings.
This subsection shall be supplemented by the following**:**

1. Data shown on the shop drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the City the services, materials, and equipment Contractor proposes to provide and to enable the City to review the information for assessing conformance with information given and design concept expressed in Contract Documents.

2. When required by individual specification sections, provide shop drawings signed and sealed by a professional engineer responsible for designing components shown on shop drawings. Shop drawings must include signed and sealed calculations to support design in a form suitable for submission to and approval by authorities having jurisdiction.

3. Shop drawings for steel structures shall consist of shop details, erection and other working drawings showing details, dimensions, sizes of members and other information necessary for the complete fabrication and erection of the metal work.

4. Shop drawings of concrete structures shall consist of such detailed drawings as may reasonably be required for the successful prosecution of the Work and which are not included in the drawings furnished by the Engineer. These may include drawings for false work, bracing, centering and form work, masonry layout diagrams, and diagrams for bent reinforcement.

5. The Contractor shall make revisions and provide additional information when required by authorities having jurisdiction.

<u>Shop Drawings Submittal Procedure</u>

1. Before submitting each shop drawing, the Contractor shall have:

   A. Reviewed and coordinated each shop drawing with other shop drawings and with the requirements of the Work and the Contract Documents;

   B. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

   C. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

   D. Determined and verified all information relative to Contractor’s responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. With each shop drawing, the Contractor shall give the City specific written notice of any variations that the shop drawing may have from the requirements of the Contract

Documents. This notice shall be both written communication separate from the shop drawings submittal and a specific notation made on each shop drawing submitted to the City for review and approval of each such variation.

Add the following subsections:

3-8.7 Samples.

Clearly identify each sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as required to enable the City to review the submittal for assessing conformance with information given and design concept expressed in Contract Documents. Samples should be of appropriate size and detail to assess functional, aesthetic, color, texture, patterns and finish selection.

3-8.8 City's Review.

The City will review submittals, shop drawings and samples in accordance with the Schedule of Submittals. The City's review and acceptance will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

The City review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

The City's review and acceptance shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents unless the City has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the submittal, shop drawing or sample.

3-8.9 Resubmittal Procedure.

The Contractor shall make corrections required by the City and shall return corrected submittal, shop drawing or sample and submit, as required, new submittal, shop drawing or sample for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the City on previous submittals.

3-9 SUBSURFACE DATA.

This subsection shall be supplemented by the following paragraphs:

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City Engineer or his/her designee. It is the Contractor's sole responsibility to determine whether

such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the City Engineer or his/her designee, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

Macadam and petromat or generally accepted equivalent are known to exist within the City of Norwalk. No additional payment will be made for the removal, hauling, and disposal of Macadam and petromat. If the Macadam base is disturbed during the construction, the Contractor shall replace the full depth section of the compromised road sections and the area shall be determined by City Engineer or his/her designee at no additional cost to the City.

3-10 SURVEYING

3-10.1 General

This subsection shall be supplemented by the following paragraphs:

The Contractor shall furnish all surveying, layout, and monument preservation necessary to complete the work, except as otherwise specified. The Contractor shall verify all dimensions and control shown on the plans and shall notify the City in writing of any discrepancy, ambiguity, or conflict before proceeding with affected work. Proceeding with work constitutes acceptance of the field conditions and layout for that portion of the work.

All surveying and monument work shall be performed by or under the responsible charge of a Professional Land Surveyor (PLS) currently licensed in the State of California, or a California-registered Civil Engineer authorized to practice land surveying. Surveying shall conform to the Professional Land Surveyors' Act (California Business and Professions Code (BPC) §8700 et seq.) and applicable local agency requirements.

Unless otherwise directed in writing by the City, all work shall be constructed to match existing street alignments and grades shown on the plans or established in the field. The Contractor is solely responsible for establishing and maintaining horizontal and vertical control and providing layout for all items requiring line, grade, or alignment at intervals consistent with standard practice.

Unless a separate bid item is provided, all costs for surveying, staking, re-staking, monument preservation, monument reset, documentation, coordination, permits, and required filings and fees are included in the Contract Price. Re-staking and replacement of construction survey markers damaged due to the work, vandalism, accident, or weather is at the Contractor's expense.

3-10.2 Standards and Minimum Requirements

At a minimum, comply with the following, as applicable to the Work:

Comply with, at a minimum:

- California Professional Land Surveyors' Act / Business & Professions Code (BPC) requirements for monument perpetuation and filings, including BPC §8771 (monument referencing and perpetuation) and related filing requirements.
- Record of Survey filing triggers and timelines under BPC §8762, including the mandatory filing conditions and the 90-day filing requirement.
- Corner Record requirements and format under BPC §8773 and §8773.1 and the Board's prescribed form requirements (Title 16 CCR §464).
- Los Angeles County Code, Title 21, Chapter 21.20, including applicable checking/processing fees for Records of Survey.
- Caltrans and SSPWC (Greenbook) surveying/monument preservation practices to the extent applicable to the work (staking, layout, verification, and protection/re-establishment of survey control/monuments).

The Contractor is responsible for all preparation, inventory, field work, office processing, monument preservation measures, agency coordination, checking/processing, and all filing fees and charges necessary to comply with the requirements of this Section, unless a separate bid item is provided.

3-10.3 Construction Staking

The Contractor shall provide construction staking and layout for all work, including establishment of lines, grades, offsets, and reference points necessary for construction and inspection. Construction staking shall be performed by or under the responsible charge of the licensed survey professional identified in Section 3-10.1. Staking shall be set sufficiently in advance of construction operations to avoid delays and to allow City verification, and shall meet the timing requirements below.

- **Timing.** Provide a staking/look-ahead plan as part of the weekly schedule and set stakes/marks for each feature no less than two (2) working days before beginning the related construction in that area (including excavation, forming, concrete placement, paving, or grading). When the City requests verification, provide a minimum one (1) working day notice before covering, pouring, paving, or otherwise making the staked work inaccessible. Replace disturbed or destroyed stakes/marks within one (1) Working Day of discovery and before continuing affected work.

- **Control and verification.** Verify project horizontal and vertical control prior to staking. Immediately notify the City in writing of any discrepancy before proceeding with affected work.

- **Items to be staked.** Stake, mark, and/or otherwise lay out, as applicable, centerline and offsets; curb and gutter; sidewalk and driveways; curb ramps and detectable warning surfaces; pavement structural section limits and grade; milling/grinding limits; utility appurtenances and adjustments; striping and markings layout control; and any other features shown on the plans requiring line and grade.

- **Cut/fill information.** Provide cut sheets or stakes with clearly legible station/offset and cut/fill information sufficient for the City to review construction elevations. Provide updated cut sheets when grades change by approved field adjustment.

- **Preservation and replacement.** Protect stakes and marks. Replace stakes/marks that are disturbed, destroyed, or become unreadable at the Contractor's expense, including those affected by the Contractor's operations, traffic control operations, weather, vandalism, or construction traffic.

- **Coordination.** Coordinate staking with the City. When requested, provide staking checks and additional layout to support verification of line and grade. Do not cover or obscure reference marks needed for verification until released by the City.

- **Tolerances.** Construct to the tolerances specified elsewhere in the contract documents. Where tolerances are not specified for a given feature, construct to industry standard tolerances appropriate for public street improvements and as necessary to achieve positive drainage and ADA-compliant slopes.

3-10.4 Additional Survey and Monument Preservation Requirements

This subsection specifies submittals, sequencing constraints, and monument perpetuation requirements in addition to Sections 3-10.1 through 3-10.3. No operation that could disturb monuments (including grinding, milling, paving, curb ramp work, sawcutting, excavation, striping layout, or utility adjustments) shall begin until the applicable pre-construction requirements below are complete and approved in writing by the City.

3-10.4.1 Prior to Construction

1. **Records research and field search.** Before any activity that could disturb monuments, perform records research and a diligent field search for survey monuments and control within and adjacent to the project limits that could be affected by the work.

2. **Monument Inventory and Preservation Plan submittal.** At least ten (10) working days before starting any work that could disturb monuments, submit a Monument Inventory and Preservation Plan for the area(s) to be disturbed. Do not begin disturbance work in any area until the City has reviewed the submittal and provided written authorization to proceed for that area. The submittal shall include, at a minimum, monument type; record reference(s); found/not found status; condition and cap/tag markings; location description (station/offset or ties); photographs of each found monument/control point; and the proposed preservation method (protect-in-place, reference/witness, or remove-and-reset when required and approved).

3. **Search methods.** Use appropriate methods (including a metal detector and/or careful exposure by hand tools) to locate record monuments not visible at the surface. Do not disturb the monument more than necessary to positively identify and reference it.

4. **Required referencing (pre-ties).** Before a monument or control point is disturbed, covered, or made inaccessible, reference it to stable points sufficient to perpetuate and reestablish its position. When monuments provide control of streets/highways or provide horizontal/vertical control, reference them prior to improvement, reconstruction, maintenance, resurfacing, or relocation of the right-of-way.

5. **Pre-construction deliverables.** Provide the City copies of pre-tie notes/cut-sheets, tie sheets, and/or coordinate-based ties adequate to reestablish monuments if disturbed, no later than five (5) working days after completion of the pre-ties for each area and before paving or placement of permanent improvements in that area.

6. **Record of Survey (ROS).** File a Record of Survey when required by BPC §8762, including when the field survey discloses conditions requiring filing under BPC §8762(b) including:

    - Material evidence/physical change not shown on recorded maps/records
    - Material discrepancies in the position of points/lines or dimensions
    - Evidence that could reasonably result in materially alternate positions of lines/points
    - Establishment/reestablishment/retracement of points/lines not shown or not ascertainable from record maps
    - Points/lines set for parcels described by deed that are not shown on record maps
    - Timing: The ROS required by §8762 must be filed within 90 days after setting boundary monuments or completion of the field survey (whichever occurs first), subject to the statute's allowable extension conditions.

7. **Corner Record (CR).** Prepare and file Corner Records when required by BPC §8773 and §8773.1 and Title 16 CCR §464, including for monuments found, set, reset, or used as control, as applicable.

8. **Agency processing and proof of filing.** Submit ROS/CR documents to the applicable County Surveyor in accordance with current procedures and provide the City evidence of acceptance/filing (receipt, filing number, or other documentation) prior to Final Acceptance.

3-10.4.2 During Construction

9. **Protection.** Protect all monuments and control points from disturbance. Protection measures may include marking, lath/flagging, covers, delineation, exclusion zones, and sequencing. Implement only methods that will not damage the monument.

10. **Monument log.** Maintain a current monument log identifying each monument/control point and its status (protected, referenced, disturbed, reset, filed). Submit the updated log weekly with the Contractor's weekly report.

11. **Immediate notification.** If any monument is disturbed, damaged, removed, covered, or destroyed, notify the City within two (2) hours of discovery and suspend work in the affected area until the City authorizes corrective action. Mobilize the responsible-charge surveyor immediately.

12. **Perpetuation.** When a monument could be destroyed, damaged, covered, disturbed, or obliterated by the work, perpetuate its position by referencing and/or resetting a permanent monument in the finished surface, or by setting witness monuments, as appropriate. File the required Corner Record and/or Record of Survey.

3-10.4.3 After Construction and Closeout

13. **Post-construction verification.** After final paving and grade adjustments, verify and tie all monuments impacted or potentially impacted by the work, and confirm reset monuments are accessible and set to finished grade.

14. **County filings.** Complete and submit all required ROS/CR documents and obtain proof of acceptance/filing. Follow current County Surveyor submittal procedures and requirements.

15. **City closeout deliverables (condition of Final Acceptance).** Prior to Final Acceptance, provide the City all of the following:

    - Final monument inventory identifying monuments preserved, referenced, reset, replaced, or set.
    - Copies of filed ROS/CR documents and/or County filing receipts and filing numbers.
    - Summary of monuments reset/replaced and their final referenced locations.

Include monument preservation activities in the weekly look-ahead schedule, identifying the areas to be worked, monuments potentially impacted, and required survey operations that must occur before milling, grinding, excavation, paving, or other disturbance Work.

Do not perform work that could disturb monuments in any area until required pre-ties are complete and the City has issued written authorization to proceed for that area.

3-10.5 Measurement and Payment

When the Bid Schedule includes the item Construction Surveying and Monument Preservation (Lump Sum), payment at the Contract Unit Price shall constitute full compensation for all work required by this Section, including control, layout and construction staking (Section 3-10.3); monument preservation and perpetuation; pre- and post-construction ties; monument reset/replacement and appurtenances; records research; documentation; and all required ROS/CR preparation, processing, filing, and associated fees. No additional compensation will be made.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements where no specified bid item is listed will be included in related items of work, and no additional compensation will be allowed therefor.

All permanent survey monuments that may be disturbed shall be restored by the Contractor at its own expense.

3-10.6 Cleanup

Prior to Final Acceptance, remove all temporary survey and construction markings ("construction graffiti"), including paint, flagging, lath, and other layout markings, from pavement, curb, sidewalk, and appurtenant surfaces, except for permanent survey monuments and markings specifically required to remain.

It shall be the Contractor's responsibility to completely remove all "construction graffiti" (spray paint or other marking for utilities, survey points and construction limits) prior to acceptance of the work as completed.

3-11 CONTRACT INFORMATION SIGNS.

Subsection 3-11 of the Standard Specifications is replaced with the following:

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

Add the following subsection:

3-11.1 Construction Information Signs.

A minimum of ten (10) days prior to the start of construction, the Contractor shall install two project construction information signs at locations to be directed by the City Engineer. At a minimum, the information on the sign shall include the following:

- Name of the project
- Start date of construction
- Completion date
- Project funding
- City contact information phone number

Payment for **FURNISH AND INSTALL CONSTRUCTION INFORMATION SIGNS** shall be made at the Contract Unit Price per Each (EA) and shall include all work including maintenance, graffiti removal, and removal from the site and no additional compensation will be allowed therefor.

3-12 WORKSITE MAINTENANCE

3-12.1 General

This subsection shall be supplemented by the following paragraphs:

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the City Engineer or his/her designee, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

The Contractor will be responsible for maintaining all areas within and around the job site in a safe and clean condition. The Contractor's attention is directed especially to the requirement that dust caused by his operation shall be controlled by sweeping, watering or any and all acceptable means at all times. In addition, the Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

The Contractor will be responsible for maintaining all driveways in a usable, clean condition. If during the paving operation, the driveways are marked up with the tack coat or asphalt, it will be the responsibility of the Contractor to clean the driveways to the satisfaction of the City Engineer or his/her designee.

All metal manhole and water valve covers shall receive a heavy coating of parting agent such as diesel oil, or plastic covers as approved by City Engineer or his/her designee, prior to paving operation. After the paving has been placed and compacted, the Contractor shall remove all asphaltic material attached to manhole and water valve covers.

The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean. The Contractor shall never leave the construction premises dirty and dusty.

Additional water shall be applied for the mitigation or prevention of dust nuisance. Water shall be applied either by pipelines, pressure, or pressure-type distributors or mobile units through a spray system or nozzles that will ensure a uniform application of water. The application of water for alleviation of dust nuisance shall be under the control of the City Engineer or his/her designee. Water shall be applied by the Contractor, minimum twice a day or as necessary to prevent dust nuisance and in amounts and at locations designated by the City Engineer or his/her designee.

When Contractor uses City Water Division fire hydrants as a source of water supply, the Contractor shall make application with the City or contact Jacque Koontz at (562) 929-5511. Deposit fees for City hydrant meter shall be paid for by Contractor.

No separate payment shall be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside the right-of-way or any work required in compliance with this subsection and no additional compensation shall be allowed therefor.

It shall be the Contractor's responsibility to conduct its operations in such a manner so as to prevent damage to existing substructures. In the event of substructure damage, the Contractor shall bear full responsibility and total expense for repair and/or replacement of said substructure.

Failure to comply with these provisions shall result in liquidated damages of $3,000 per day per event and/or the cost of Agency making the repairs, if necessary, to correct for public safety.

3-12.2 Worksite Protections

Contractor shall furnish, install, maintain, and remove all work worksite protections at all times (24 hours per day, 7 days per week) as required to protect public, workers, and the work, including but not limited to temporary traffic control, barricades, channelizers, temporary signage, delineation, lighting, flagging, and public notifications to ensure curing periods are maintained without disturbance. Protections shall prevent disturbance of freshly installed pavement, concrete improvements, striping, and shall remain in place until surface is approved for opening to traffic by the City. Temporary traffic control shall comply with The California Manual on Uniform Traffic Control Devices (MUCTD), latest edition as adopted. The Caltrans Watchbook or California Temporary Traffic Control Handbook may be used as guidance for typical applications. In the event of a conflict, CA MUTCD shall govern. Where conditions are not adequately addressed by the above references or where required by the City (including closures on City streets, driveways, detours, multi-day closures, nightwork, work near schools and transit stops, or complex staging, Contractor shall prepare and submit a site specific temporary traffic control plan stamped and signed by a currently licensed California professional engineer (civil) or traffic engineer, as applicable. No such work shall begin until the temporary traffic control plan is reviewed and approved by the City. For freshly placed mill-and-overlay, ARAM, slurry seal, and other pavement rehabilitation treatments, Contractor shall provide physical barriers and signing to prevent vehicular and pedestrian access, including access by Contractor's vehicles unless specifically allowed in the accepted/approved workplan. Protection shall remain in place until the material has met manufacturer-required cure/set times and is accepted by the City for opening. Contractor shall repair, at no additional cost to the City, any surface damage caused by premature access or inadequate protection.

Contractor shall maintain safe pedestrian routes at all times. Where sidewalks or crossings are affected, provide temporary pedestrian facilities and ADA-compliant detours, including detectable edging, ramps, and appropriate signing. Maintain access for emergency services and coordinate closures with affected agencies.

Contractor shall provide notifications to affected residents/businesses prior to work that impacts access, parking, or travel lanes. Notifications shall include work limits (cross streets), dates/times, anticipated access restrictions, parking restrictions, and a 24-hour contact number. Minimum notification timing and distribution limits shall be as directed by the City.

3-12.3 Phasing

General phasing intent. Work shall be sequenced and phased to maintain orderly operations, minimize impacts to residents/businesses, and prevent tracking or damage to newly placed ARHM, slurry seal, grind/overlay and other pavement installations. Contractor shall limit active work areas to the maximum extents allowed per phase described below and shall not open additional areas until the prior phase is completed, protected, cured, cleaned, and accepted by the City for reopening.

Submittal and acceptance. The weekly workplan shall identify the proposed phases for the week, including daily limits (by stationing or cross streets), treatment type (ARHM, HMA, slurry seal, grind/overlay or other pavement installation), closure type, detour routes, driveway impact plan, and reopening schedule. No ARHM, HMA, slurry seal, grind/overlay or other pavement

installation work shall begin until the City has reviewed, accepted, and approved the phasing limits and temporary traffic control measures for that week.

Allowable work limits per phase (maximum extents). Unless otherwise accepted/approved in writing by the City, the Contractor's means and methods may include working in multiple locations within the same workday, however, the following minimum sequencing and spacing requirements apply:

1. Minimum work extent: Work operations shall be performed on a full block face (intersection to intersection) at a minimum. Partial block work shall not be permitted unless approved by the City.

2. Non-adjacent work requirement: Concurrent work operations shall not occur on adjacent streets, intersecting streets, or consecutive/connected segments. Work locations within the same day shall be separated such that no two active work areas directly impact the same intersection or neighborhood access point.

3. Work distribution: The Contractor may proceed to additional work areas within the same day provided each location is non-adjacent and maintains independent traffic control, access, and notification compliance to the satisfaction of the City.

4. Traffic control and access: Each active work location shall be fully set up, maintained, and completed in accordance with approved traffic control plans and shall not rely on overlapping closures or shared control zones between locations.

5. Phasing: Work shall be sequenced to complete full block faces prior to moving operations within the same street segment and shall be distributed across non-adjacent locations to minimize localized disruption, maintain circulation, and preserve access for residents, businesses, emergency services, and public operations.

6. Driveway and access limitation: At no time shall the Contractor restrict access to more than 25% of driveways on a given block within a single workday unless a written access plan (including resident/business coordination and temporary plates or alternate access if applicable) is accepted/approved by the City.

7. Any deviations from the allowable work may be submitted for approval by the City. Partial block placement is not allowed unless authorized by the City.

Required sequencing. Contractor shall follow these minimum sequencing steps for each phase:

- **(a) Pre-phase coordination:** Confirm restrictions (trash pickup schedule, school calendar/session hours, special events) and notify affected residents/businesses per the notification requirements.
- **(b) Install temporary traffic control and protection:** Install all signage, barricades, cones/channelizers, pedestrian detours, and "NO PARKING" controls prior to any surface preparation.
- **(c) Surface preparation**: Perform sweeping, spot repairs, crack treatment, and/or tack application as required. Keep prepared areas within the same day's placement limits.
- **(d) Placement:** Place ARHM, slurry seal and grind/overlay only within the approved daily limits.
- **(e) Cure protection:** Maintain closures and physical barriers to prevent vehicular and pedestrian entry until cure/set is achieved and reopening is authorized by the City.

- **(f) Cleanup and reopen:** Remove loose material, restore markings as required by the contract documents/striping plan, reopen to traffic only after acceptance/authorization, then remove temporary traffic control devices not required for subsequent phases.

Adjacent phase control. Contractor shall not start an adjacent phase (including the opposite travel lane, adjacent lane, or the next block segment) until:

- The prior phase has achieved required cure/set;
- The prior phase is reopened or otherwise stabilized to the satisfaction of the City; and
- Any tracking risk from construction traffic has been eliminated (e.g., haul routes adjusted, clean entry/exit points established).

Intersections, driveways, and pedestrian crossings.

- Intersections: Only one approach leg may be treated at a time unless otherwise accepted/approved. Always maintain safe crossing paths and clear detours for pedestrians and vehicles.
- Driveways: Contractor shall coordinate with each affected property to maintain access. Where access must be temporarily restricted, provide advance notice and a time window for closure.
- Pedestrian routes: Provide continuous, ADA-compliant pedestrian access or signed detours around each active phase.

Work blackout restrictions.

- **Trash pickup days:** No work shall be performed on streets within the project limits on scheduled trash pickup days, including surface preparation, placement, and any activity requiring parking restrictions or lane closures, unless the City provides written authorization after Contractor demonstrates coordination with the waste hauler and affected residents.

- **School-in-session restriction:** No work shall be performed within the project limits when schools serving the area are open or in session, including any activity requiring lane closures, flagging, or parking restrictions. For purposes of this requirement, “in session” includes regular school days and any scheduled on-campus instruction periods. Work may proceed only during school holidays/breaks, weekends, or other days when schools are not in session, unless the City provides written authorization. Contractor shall coordinate with each school or district as applicable to the work area.

- **Street sweeping restriction:** No work shall be performed within the project limits when streets are scheduled for routine sweeping, including any activity requiring lane closures, flagging, or parking restrictions, unless the City provides written authorization after the Contractor demonstrates coordination with the street sweeping operations and affected residents.

Noncompliance. If Contractor exceeds approved phase limits, begins a new phase without authorization, or performs work during blackout restrictions, the City may direct an immediate work stoppage and restoration of safe access/traffic conditions at no additional cost. Any surface damage, tracking, or premature distress attributable to phasing noncompliance shall be corrected by Contractor at no additional cost.

Failure to meet the Section 3-12.3 Phasing requirements shall subject the Contractor to liquidated damages in the amount of $3,000 per location and/or occurrence.

3.12.4 Storage of Equipment and Materials.

3-12.4.1 General.

This subsection shall be supplemented by the following:

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store materials in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide the Material Safety Data Sheets (MSDS) prior to delivery of the materials and installation coordination to ensure minimum holding or storage times for materials recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure materials are undamaged and are maintained under required conditions.

All costs associated with the clean-up and storage required to complete the Project shall be included in MOBILIZATION AND DEMOBILIZATION and no additional compensation shall be allowed therfor.

3-12.4.2 Storage in Public Streets.

This subsection shall be supplemented by the following:

Construction materials and equipment shall not be stored in streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the City Engineer or his/her designee.

3.12.6 Water Pollution Control.

3-12.6.1 General

This subsection shall be supplemented by the following:

If a Storm Water Pollution Prevention Plan (SWPPP) is not required by a jurisdictional regulatory agency, the Contractor shall prepare and submit a Water Pollution Control Plan (WPCP). The WPCP shall be prepared per local guidelines and the Caltrans WPCP Preparation manual, latest edition and these Special Provisions.

The area of the work is less than one (1) acre and is not part of a larger plan of development therefore, it is not subject to the permitting requirements of the State's General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-009-DWQ, NPDES No. CAS000002 (as amended by 2010-0014-DWQ and 2012-0006-DWQ). However, the Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those discharges

originating from the City of Long Beach MS4 (Order No. R4-2012-0175, NPDES No. CAS004001), apply and are included herein.

Disturbance of areas outside the limits of the work is not permitted. As the Legally Responsible Person (LRP), the Agency is liable for all areas of soil disturbance associated with the project. The Contractor shall be responsible for substantially stabilizing ALL disturbed soil associated with the project with a method approved by the Agency. Where there is a potential to exceed one (1) acre of disturbed soil (e.g. staging area), the Contractor shall install temporary fencing to contain ALL activities within an area of one (1) acre or less. Any disturbed soil, including staging area, outside the one (1) acre or less area shall be stabilized by the Contractor immediately using a method approved by the Agency. Failure to reduce the disturbed area to one (1) acre or less may cause significant delays to the project schedule, in addition to significant financial penalties.

The Contractor shall be responsible for the costs and liabilities imposed by law as a result if the Contractor's failure to comply with the requirements specified, including, but not limited to, compliance with the applicable provisions of the CASQA Construction BMP Factsheets, and Federal, State, and local regulations. Costs and liabilities include but are not limited to, fines, penalties, and damages whether assessed against the City of Norwalk or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, an amount of the money due the Contractor under the Contract, as determined by the Agency, may be retained by the Agency until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

A. The Agency will give the Contractor thirty (30) days' notice of its intention to retain funds from partial payments, that may become due to the Contractor prior to acceptance of the Contract. Retention of funds from payments made after acceptance of the Contract may be made without prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to 7-3.2.

3.12.6.2 Best Management Practices (BMPs).
This subsection shall be supplemented by the following:

1. Every effort should be made to eliminate the discharge of non-stormwater from the project site at all times.
2. Eroded sediments and other pollutants must be retained on-site and may not be transported from the site via sheet flow, swales, area drains, natural drainage courses or wind.
3. Stockpiles of earth and other construction related materials must be protected from being transported from the site by the forces of wind or water.
4. Fuels, oils, solvents, and other toxic materials must be stored in accordance with their listing and are not to contaminate the soil and surface waters. All approved storage containers are to be protected from the weather. Spills must be cleaned up immediately and disposed of in a proper manner. Spills may not be washed into the drainage system.

5. Excess or waste concrete may not be washed into the public way or any other drainage system. Provisions shall be made to retain concrete wastes on-site until they can be disposed of as solid waste.
6. Trash and construction related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.
7. Sediments and other materials may not be tracked from the site by vehicle traffic. The construction entrance roadways must be stabilized so as to inhibit sediments from being deposited into the public way. Accidental depositions must be swept up immediately and may not be washed down by rain or other means.
8. Any slopes with disturbed soils or denuded of vegetation must be stabilized so as to inhibit erosion by wind and water.
9. All catch basins and curb inlets shall be protected from receiving runoff from unstabilized or otherwise active work areas. Inlet protection shall be used in conjunction with other erosion and sediment controls to prevent sediment laden stormwater and non-stormwater discharges from entering the storm drain system.

3.12.6.2.1 BMP Plan Preparation and Submittal

The Contractor shall prepare and submit for approval a BMP Plan per 3-12.6.2 and 6-1.2. The BMP Plan shall identify all activities, construction materials, and pollution sources that may adversely affect the quality of stormwater discharges associated with the Work and shall identify water pollution control measures, hereafter referred to as BMPs, to be constructed, implemented, and maintained in order to reduce to the extent feasible (best available technology and best conventional technology) pollutants in stormwater discharges from the work site during construction performed under this Contract.

The following twelve (12) BMPs shall be implemented, as applicable, for the proposed activities.

No.	Table 16 BMP Description	CASQA BMP No.
1.	Restrict paving and repaving activity to exclude periods of rainfall or predicted rainfall unless required by emergency conditions.	EC-1, Scheduling NS-3, Paving & Grinding Operations
2.	Install gravel bags and filter fabric or other equivalent inlet protection at all susceptible storm drain inlets and at manholes to prevent spills of paving products and tack coat.	SE-10, Drain Inlet Protection SE-6, Gravel bag Berms NS-3, Paving & Grinding Operations
3.	Prevent the discharge of release agents including soybean oil, other oils, or diesel to the storm water drainage system or receiving waters.	NS-3, Paving & Grinding Operations WM-2, Material Use WM-4, Spill Prevention & Control
4.	Minimize non storm water runoff from water use for the roller and for evaporative cooling of the asphalt.	NS-1, Water Conservation NS-3, Paving & Grinding Operations
5.	Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly.	NS-3, Paving & Grinding Operations NS-8, Vehicle & Equipment Cleaning WM-4, Spill Prevention & Control
6.	Collect liquid waste in a container with a secure lid for transport to a maintenance facility to be reused, recycled, or disposed of properly.	NS-3, Paving & Grinding Operations WM-6, Hazardous Waste Management
7.	Collect solid waste by vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled or disposed of properly.	NS-3, Paving & Grinding Operations SE-7, Street Sweeping & Vacuuming
8.	Cover the “cold-mix” asphalt (i.e., pre-mixed aggregate and asphalt binder) with protective sheeting during a rainstorm.	NS-3, Paving & Grinding Operations WM-3, Stockpile Management
9.	Cover loads with tarp before haul-off to a storage site, and do not overload trucks.	NS-3, Paving & Grinding Operations WE-1, Wind Erosion Control
10.	Minimize airborne dust by using water spray or other approved dust suppressant during grinding.	NS-3, Paving & Grinding Operations WE-1, Wind Erosion Control
11.	Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grindings materials or rubble in or near storm water drainage system or receiving waters.	NS-3, Paving & Grinding Operations WM-1, Material Delivery & Storage WM-3, Stockpile Management
12.	Protect stockpiles with a cover or sediment barriers during a rain.	NS-3, Paving & Grinding Operations

BMPs shall not contain plastic in any part of their construction when alternative materials are available.

The BMP Plan shall incorporate BMPs in the following categories (where applicable to the Project):

a.) Soil stabilization;
b.) Sediment control;
c.) Tracking control;
d.) Wind erosion control;
e.) Non-storm water control;
f.) Waste management and material pollution control; and
g.) Final stabilization.

Specific objectives, implementation details, inspection criteria, and minimum requirements for each category of BMP are contained in the CASQA Construction BMP Factsheets.

CASQA BMP Fact Sheets are available at:

- https://www.casqa.org/
- https://ocerws.ocpublicworks.com/service-areas/oc-environmental-resources/oc-watersheds/unincorporated-countywide-compliance/best

The Contractor shall consider the minimum requirements listed for any category; the Contractor shall incorporate into the BMP Plan and implement on the Project the listed minimum BMPs required below in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other BMPs presented in the CASQA Construction BMP Factsheets and shall incorporate into the BMP Plan and implement on the Project the control measures necessary to meet the objectives. The Contractor shall document the selection process in conformance with the procedure specified in the CASQA Construction BMP Factsheets.

The BMP Plan shall include (when applicable), but not be limited to, the following BMPs required by the Los Angeles County MS4 Permit, R4-2012-0175 (Table 12), as they apply to the Project:

Erosion Control

- Scheduling – EC 1
- Preservation of Existing Vegetation – EC 2

Sediment Control

- Silt Fence – SE 1
- Sand Bag Barrier – SE 8

Stabilize Construction Site Entrance/Exit – TC 1

- Non-Storm Water Management
- Water Conservation Practices – NS 1
- Dewatering Operations – NS 2

Waste Management

- Material Delivery and Storage – WM 1
- Stockpile Management – WM 3
- Spill Prevention and Control – WM 4
- Solid Waste Management – WM 5
- Concrete Waste Management – WM 8
- Sanitary/Septic Waste Management – WM 9

The Contractor shall update the BMP Plan whenever there is a change in construction activities or operations that may affect the discharge of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The BMP Plan shall be updated if the Plan has not achieved the objective of reducing pollutants in stormwater discharges. Updates shall show additional BMPs or revised operations, including those in areas not shown in the initially approved BMP Plan, that are required to control water pollution effectively. Updates to the BMP Plan shall be submitted for review and approval by the Engineer. Updates shall be dated and attached to the on-site BMP Plan.

The Contractor shall keep a copy of the BMP Plan, along with updates, revisions, and amendments at the Project site or with the Contractor's Representative.

3.12.6.2.2 Implementation of the BMP Plan

The BMP Plan shall be implemented prior to the start of any work on the Project. No work having the potential to cause water pollution or disturb the earth, as determined by the Engineer, shall be performed until the Contractor has implemented the approved BMP Plan and received the approval of the Engineer to proceed.

Upon approval of the BMP Plan, the Contractor shall be responsible throughout the duration of the Project for installing, constructing, inspecting, and maintaining the BMPs described in the BMP Plan and any amendments thereto and for removing and disposing of temporary BMPs when they are no longer needed or have been replaced. BMPs shall be fully maintained or completely removed, no BMPs may be abandoned. Unless otherwise approved by the Engineer, the Contractor's responsibility for BMP Plan implementation shall continue throughout any temporary suspension of the Work ordered in accordance with 6-6.

Installation, construction, inspection, maintenance, removal, and disposal of BMPs shall conform to the requirements in the CASQA Construction BMP Fact Sheets and these Special Provisions.

Soil stabilization practices and sediment control measures, are applicable throughout the entire year. Straw waddles are required for inlet protection.

The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas associated with the Project before the onset of precipitation (NOAA forecast of ≥ fifty percent (50%)). A quantity of soil stabilization and sediment control materials shall be maintained on-site equal to one-hundred percent (100%) of that sufficient to protect unstabilized, soil-disturbed areas on the Project site. BMPs required to protect unstabilized, soil-disturbed areas on the Project site shall be installed and/or implemented no later than twenty-four (24)-hours prior to a forecast storm event.

Disturbed-soil areas on the Project site shall be considered to be non-active when those areas have been disturbed and are not scheduled to be re-disturbed for at least seven (7)days. Effective soil cover shall be provided during this condition that includes; finished slopes, open space, utility

backfill, and completed lots or building pads.

Active disturbed-soil areas of the Project site shall be stabilized as much as possible and receive sediment control. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used.

The Contractor shall implement throughout the duration of the Project, BMPs included in the BMP Plan for tracking control, wind erosion control, non-storm water control, and waste management and material pollution control.

In accordance with 6-6, the City Engineer and his/her designee may order the suspension of the Work in whole or in part if water pollution is being created or if the Contractor fails to implement the approved BMP Plan and/or conform to the requirements in these Special Provisions.

3.12.6.2.3 Maintenance

The Contractor shall regularly inspect and maintain the work site for the BMPs identified in the BMP Plan. The Contractor shall identify corrective actions and the time needed to address any deficient measures or reinitiate any BMPs that have been discontinued. All repair and correction shall be completed within seventy-two (72) hours of notice or before the next storm forecasted with a fifty percent (50%) or greater probability of precipitation, whichever is sooner. Good housekeeping practices shall receive the Contractor's highest attention.

Inspections of the work site shall be conducted by the Contractor to evaluate BMPs, as follows;

a.) Within forty-eight (48)-hours of a NOAA forecasted storm event with a probability of precipitation of fifty percent (50%) or more.
b.) Weekly.
c.) Every twenty-four (24)-hours during an ongoing storm.

Disturbed soil areas within the Project shall be protected in conformance with the requirements in the BMP Plan with an effective combination of soil stabilization and sediment control. Attention shall be focused on prevention of pollution rather on its removal from runoff, as such, soil stabilization and materials management BMPs are of the highest priority.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified BMP, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the

Engineer in writing, but not later than seventy-two (72) hours after notice or before the next storm forecasted with a probability of precipitation of fifty percent (50%) or greater whichever is sooner.

Immediately prior to completion of the Work, all disturbed-soil areas, including the construction staging area, shall be stabilized with materials approved by the Engineer. No stabilization materials may contain plastic. This provision does not apply to the bed, bank, and channel of any streambed or natural drainage. The Work will not be considered as completed in accordance with 3-13.1 until stabilization is performed and approved by the Engineer.

Temporary AC is subject to raveling. When temporary AC is being used, a street sweeper shall be scheduled to remove all debris caused by the raveling. The sweeper shall operate continuously until the raveling has stopped or the temporary AC has been removed.

Contractor shall perform daily sweeping and have a full-time sweeper available, including weekends and/or holidays.

Failure to complete sweeping as required or directed by the City Engineer shall subject the Contractor to a liquidated damage of $2,000 per calendar day per street. Sweeper sequence shall be verified and approved by the City's representative.

Street sweeper shall not leave job site until work has been approved by the City's representative per daily scope operations. Failure to do so shall subject the Contractor to liquidated damages in the amount of $2,000 per occurrence.

Street sweeper shall not leave job site until work has been approved by the City's representative per daily scope operations. Failure to do so shall subject the Contractor to liquidated damages in the amount of $2,000 per occurrence. The parties agree that each violation described in this subsection constitutes a separate violation for purposes of liquidated damages and that liquidated damages are cumulative. Therefore, where both violations occur, liquidated damages of $2,000 shall be assessed for each violation, for a total of $4,000.

All flow lines shall be left unimpeded, and no material, including AC cold mix, waste AC, road base, or soil, shall be placed in the flow line.

Disturbance to non-stabilized surfaces at staging and storage areas shall be minimized. These areas shall only be large enough to run an efficient and safe operation. They shall be surrounded with temporary construction fence if no fence or barrier is present.

Excess sand used on fresh AC surfaces shall be removed by the Contractor at no additional cost to the Agency by either sweeper, broom, or vacuum. Washing sand away is not permitted.

Upon completion of the project **ALL disturbed-soil areas, including the construction staging area, shall be stabilized with materials providing soil stabilization for a minimum of one (1) year. These materials shall be approved by the Engineer.** Stabilization items are required to be implemented prior to the project acceptance by the Agency's Project Manager. No BMPs may contain plastic.

3.12.6.2.3 Progressive Enforcement

The Agency, as a permittee, is subject to enforcement action by the State Water Resources Control Board (SWRCB), Los Angeles Regional Water Quality Control Board, Environmental Protection Agency, private citizens, and citizen groups. The Contractor shall notify the Engineer immediately following receipt of a request from any jurisdictional regulatory agency, to enter, inspect, sample, monitor, or otherwise access the Project site or the Contractor's records pertaining to water pollution control.

The Agency will assess the Contractor a penalty of $2,000 for each day/occurrence, for each violation (each BMP), that the Contractor fails to fully comply with the specified requirements, including the correction of BMPs within seventy-two (72) hours after notice. The penalty will be deducted from Contract progress payments due to the Contractor.

The Contractor shall be responsible for the costs and for the liabilities imposed by law as a result of its failure to fully comply. Costs and liabilities include, but are not limited to, fines, penalties,

and damages whether assessed against the Agency or the Contractor, including those levied under the Air Pollution Control regulations, Federal Clean Water Act, and the State Porter Cologne Water Quality Act. In addition, the Agency will deduct from any monies due the Contractor the total amount of any legal fees, staff costs, and consultant fees incurred as a result of the Contractor's non-compliance with these Special Provisions.

3.12.6.3 Storm Water Pollution Prevention Plan (SWPPP).
This subsection shall be supplemented by the following:

The City has not prepared a SWPPP or other stormwater compliance plan for the project site. The Contractor is responsible for filing the PRDs and for obtaining coverage under the NPDES Permit. This includes preparing and implementing a SWPPP for the project site, and coordinating all submittals with the City's Legally Responsible Person (LRP) and Authorized Signatory as those terms are defined in the Permit. Before any PRDs, SWPPP, or other Permit related document may be submitted to the State Board or implemented on the project site, it must first be reviewed by the City, who retains the right to reject or require revisions thereto. If the Project is less than one acre in size, the Contractor is still required to develop and implement an Erosion and Sediment Control Plan for the Work site. Contractor must include all costs of compliance with specified requirements in the Contract amount.

The Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. The Contractor shall be responsible to provide hay bales or similar devices to prevent erosion from being washed into the storm drain system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its Surety shall fully indemnify the City for any pollution damage and/or cleaning costs.

All construction on off-site or on-site improvements shall adhere to NPDES Best Management Practices (BMPs) to prevent deleterious materials or pollutants from entering the City or County storm drain systems. The following are the areas to be addressed:

- Handle, store and dispose of materials properly.
- Avoiding excavation and grading activities during wet weather.
- Construct diversion dikes and drainage swales around working sites.
- Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
- Develop and implement erosion control plans.
- Check and repair leaking equipment away from construction site.
- Designate a location away from storm drains for refueling.
- Cover and seal catch basins whenever working in their vicinity.
- Use vacuum with all concrete sawing operations.
- Never wash excess material from aggregate, concrete or equipment onto a street
- Catch drips from paver with drip pans or absorbent material.
- Clean up all spills using dry methods.
- Sweep all gutters at the end of each working day. Gutters shall be kept clean after leaving construction site.
- Call 911 in case of a hazardous spill.
- Keep a running log of all activities in connection with the Storm Water Pollution Prevention Plan (SWPPP)

- Name a person, on site, responsible for complying with S.W.P.P.P.

The Contractor to comply with these requirements and City during the course of construction. Should there be any violations or fines due to the Contractor's actions or inactions, such fines will be back charged to the Contractor.

Failure to meet the Section 3-12.6 Water Pollution Control, SWPPP, and BMP requirements shall subject the Contractor to liquidated damages in the amount of $3,000 per calendar day, per occurrence (each individual violation).

3.12.6.5 Payment.
This subsection shall be replaced by the following:

Payment for preparation and implementation of WATER POLLUTION CONTROL PLAN OR SWPPP as may be required shall be included in the Contract Unit Price per LUMP SUM (LS) and shall include full compensation for furnishing all labor, materials, tools, equipment to perform all the work involved in Section 3-12.6, including preparing and modifying a WPCP or SWPPP, permitting fees, City filing and processing, furnishing, installing, maintaining and removing BMPs, monitoring and reporting, and all incidentals for doing all the work involved as described herein or as otherwise required by the permit process and no additional compensation shall be allowed therefor.

Add the following subsections:
3.12.7 Waste Management Plan Requirements.

The Contractor shall comply with the requirements of AB 939 and the City of Norwalk Recycling and Disposal of Construction and Demolition Debris Ordinance (Nos. 1544 and 1556) and submit a Waste Management Plan (WMP) for the approval of the Engineer. This involves taking waste materials for recycling and furnishing the City with documents verifying that materials leaving the project have been taken to recycling agents.

To ensure that the City receives receipts for the recycled materials, $1,000 will be retained from each WO listing completed until the delivery of the receipts for that WO listing work.

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

3.12.8 Solid Waste Management and Recycling Plan.

The Contractor shall submit a Solid Waste Management and Recycling Plan to the City Engineer or his/her designee for review and approval prior to issuance of a demolition permit and/or grading permit for the project. Said plan shall indicate that the Permittee/Contractor shall provide documentation such as receipts from landfills, salvage and recycling facilities upon completion of the demolition/construction. Said plan shall identify:

- Types of materials for recycling, reuse, or sorting
- Estimated quantities
- Separation requirements

- On site storage
- Transportation methods
- Destinations
- Plan Manager (Contractor's representative)

Prior to issuance of a demolition and/or grading permit, the Permittee/Contractor shall contact the California Integrated Waste Management Board (Recycling hotline 800-553-2962) to obtain an approved recycler (processor and/or receiver) for demolition and construction waste. At the minimum the contractor shall recycle each of the following demolition and construction waste materials:

- Asphalt paving: 75%
- Concrete and concrete masonry units: 75%
- Non-lead based painted wood wastes (dimensional lumber and broken crates and pallets): 50%
- Metals: 60%
- Toilets: 75%
- Appliances: 75%
- Copper cable/wire: 50%
- Transformers and ballasts: 100%
- Fluorescent lamps: 100%
- Glass: 50%
- Unpainted gypsum board: 50%

A minimum of 50% of the total weight of the waste (demolition and construction wastes) shall be diverted from landfill.

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

3.12.8.1 Refuse Route Schedule.

The Contractor shall accommodate and coordinate with the City's refuse pick-up service in the project area. The Contractor shall accommodate and coordinate with the City's street sweeping service and trash pick-up in the project area.

Add the following subsection:

3-12.9 Workplan

Contractor shall submit a detailed weekly workplan for City review (and acceptance/approval) prior to commencement of work each week. The workplan shall be updated weekly and shall include at minimum (a) date range and daily schedule, (b) locations with treatment types, (c) equipment and labor, (d) temporary traffic control layouts and devices, (e) driveway and pedestrian impacts/detours, (f) public notification actions, and (g) a three-week look-ahead schedule. Work limits and temporary traffic control locations shall be shown on a map.

Purpose. Contractor shall prepare, submit, and implement a weekly workplan that defines the sequencing (phasing), locations, hours, staffing, equipment, traffic control, access management, notifications, and curing/protection measures for street paving and related work. The workplan is intended to provide clear direction and coordination of work activities and public impacts.

Submittal timing and review.

- Submit the weekly workplan to the City no later than 12:00 PM (local time) on Thursday for the following week's operations, unless otherwise directed by the City.
- No work shall begin for the week until the workplan is reviewed, accepted, and approved by the City.
- Contractor shall update and resubmit the workplan weekly and as needed for schedule changes, weather impacts, emergencies, events, or City directed revisions.

Look-ahead schedule. The weekly workplan shall include:

- A detailed plan for the upcoming week (day-by-day), and
- A three-week look-ahead identifying anticipated work locations, major activities, and expected traffic and access impacts.

Minimum content. The weekly workplan shall include, at a minimum, the following:

A. General information

- Project name and contract number (if applicable)
- Date range covered by the weekly plan and the three-week look-ahead
- Proposed work hours, including any weekend or night work (if allowed)
- Contractor's on-site superintendent and 24-hour contact phone number

B. Work activities and locations

- Daily list of planned tasks (e.g., milling, paving, ARHM, slurry seal, striping, crack seal, sweeping, utility adjustments)
- Exact limits of work for each day identified by stationing and/or cross streets
- Identification of treatment type by location (e.g., HMA/ARHM overlay, ARHM, slurry seal, full depth)
- Planned quantities/production goals (optional but recommended)
- Contractor shall perform daily sweeping and have a full-time sweeper available, including weekends and/or holidays.

C. Phasing and sequencing (required for all paving operations)

- Proposed phase limits for each day with a clear sequence (Phase 1, Phase 2, etc.)
- Maximum daily limits per phase consistent with the contract requirements (or as proposed for City review, acceptance, and approval)
- Curing/protection approach and anticipated reopen times per phase
- Driveway, intersection, and pedestrian routing plan per phase
- At no time shall a milled pavement surface be opened to traffic. Milled pavement surfaces shall be paved back with the asphalt concrete base or leveling course immediately after milling and base repairs (digouts) have been completed.
- Contractor shall be responsible for coordinating with the Agency for any potential work that may affect projects in the same area.

D. Traffic control and access management

- Temporary Traffic Control (TTC) layouts for each day/phase, including detours where required
- Signage, barricades, delineation, flagging, and pedestrian/ADA detours
- Parking restriction plan (posting locations, posting dates/times, tow coordination if applicable)
- Emergency and non-emergency access plan and coordination needs (fire, police, transit, waste hauler, school bus route)

- Coordinate bus and/or transit stops with the associated agency. Follow transit agency requirements and implement requirements as part of the work plan.

E. Public notifications and stakeholder coordination

- Notification limits and distribution method(s) (door hangers, mailers, email list, website, message boards, social media, etc.)
- Draft notification content for that week, including dates/times, work limits, access/parking restrictions, and contact info
- List of special stakeholders impacted that week (schools, businesses, HOAs, transit, waste hauler) and coordination actions
- Upon approval of notices by the City, Contractor shall provide 72-hour notice for closures and scheduled work. Notification shall be by zone and location. Should there be any changes, notifications must go out to residents. “No Parking” signs to be added with specific date and time range (i.e. Tuesday 8 am - 12pm).

F. Resources

- List of equipment assigned to the week’s work (by major type)
- Crew counts by trade/operation (e.g., milling crew, paving crew, slurry crew, concrete crew, traffic control crew)
- Material sources and anticipated delivery schedule as applicable (HMA plant, emulsion, aggregate, etc.)

G. Quality control and inspection coordination

- Planned QC testing/verification activities (as applicable)
- Requested City inspection hold points (start of placement, transitions, reopen authorization)
- Striping/markers plan or temporary delineation plan if permanent striping will be delayed

H. Constraints and blackout restrictions

- Confirmation that planned work complies with contract restrictions, including:
  - No work on scheduled trash pickup days within affected street segments
  - No work when schools serving the area are open or in session
  - No work when special events are planned or as directed by the City
- Identification of weather-sensitive operations and contingency plan

Workplan map requirement. Contractor shall include a map exhibit for the weekly plan that clearly shows:

- Daily work limits and phase limits
- Treatment type by segment
- Lane closures, detours, and flagging locations
- Pedestrian detours/ADA routes
- “No Parking” posting limits and notice locations

Field implementation. Contractor shall keep the approved weekly workplan (including TTC sheets and maps) on-site at all times and shall implement the work in accordance with the workplan. Deviations require City authorization. Contractor remains solely responsible for means, methods, safety, and protection of the worksite.

Noncompliance. Failure to submit an adequate workplan, failure to follow an approved workplan, or performing work outside the stated constraints may be cause for work stoppage, additional

public notification, revised TTC requirements, or other corrective actions at no additional cost to the City.

No separate payment shall be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside the right-of-way or any work required in compliance with this subsection and no additional compensation shall be allowed therefor.

Failure to meet the Section 3-12.9 Workplan requirements shall subject the Contractor to liquidated damages in the amount of $3,000 per location and/or occurrence.

- **Failure to complete sweeping as required or directed by the City Engineer shall subject the Contractor to a liquidated damage of 3,000 per calendar day per street. Sweeper sequence shall be verified and approved by the City's representative.**

- **Street sweeper shall not leave job site until work has been approved by the City's representative per daily scope operations. Failure to do so shall subject the Contractor to liquidated damages in the amount of $3,000 per occurrence.**

Street sweeper shall not leave job site until work has been approved by the City's representative per daily scope operations. Failure to do so shall subject the Contractor to liquidated damages in the amount of $3,000 per occurrence. The parties agree that each violation described in this subsection constitutes a separate violation for purposes of liquidated damages and that liquidated damages are cumulative. Therefore, where both violations occur, liquidated damages of $3,000 shall be assessed for each violation, for a total of $6,000.

3-12.10 Workplan

3-12.10 PRE-PAVEMENT PREPARATION AND REPAIRS

3-12.10.1 Micromill and Edge Grind

Not Used.

3-12.10.2 Skin Patch

1) **Description.** Skin patching consists of localized removal and replacement of existing asphalt pavement to correct areas of surface distress, raveling, cracking, rutting, raveling, potholes, utility cut settlement, and other localized failures, and to provide a stable, uniform surface prior to paving operations.

2) **Field verification and limits.**

   - Contractor shall review the project site with the City at the project site prior to the start of paving operations to jointly identify and confirm the specific pavement repair and confirm the locations, limits, and required patch locations, limits, and required repair depths.

- Contractor is responsible for performing a thorough field review and recommending additional repair areas where pavement conditions indicate repair is needed to produce a sound paving platform.

- Identified skin patch locations shall be incorporated into the Contractor's weekly workplan and shown on the workplan map prior to performing the work.

1. **Repair depth.**

   - Skin patching depth shall be as directed by the City based on field conditions. Unless otherwise directed, skin conditions shall be a minimum of 2 inches and shall extend to sound pavement.

   - Where distress extends deeper than the planned, Contractor shall notify the City and obtain direction prior to proceeding.

2. **Removal and preparation.**

   - Sawcut or mill patch limits to form neat, straight edges. Patch areas shall be free of loose material, dust, and standing water.

   - Remove failed asphalt to the required depth and dispose of removed material legally off-site unless otherwise approved.

   - Apply tack coat to all vertical and horizontal contact surfaces in accordance with project specifications prior to placing new paving material.

3. **Placement and compaction.**

   - Place hot mix asphalt in lifts appropriate to form a thickness and compact to form a dense, smooth surface flush with adjacent pavement.

   - Finished patch adjacent pavement.

   - Finished patch shall match existing grade, cross slope, and drainage pattern with slope, with no humps, depressions, or abrupt edges.

4. **Workmanship and acceptance.**

   - Patches shall be free of segregation, raveling, cracking, shoving, or loose material.

   - Joints shall be tight and well-bond with no visible gaps.

   - Skin patches shall meet the applicable HMA acceptance requirements (density, smoothness, and workmanship) specified elsewhere in the Contract Documents. Nonconforming patches shall be corrected at no additional cost.

5. **Coordination with paving operations.**

   - Complete and accept skin patching in a given segment prior to final paving/treatment segment unless otherwise directed by in that segment unless otherwise directed by the City.

- Coordinate with subs and City with no additional cost.
- Contractor shall maintain safe traffic control and access throughout patch operations and shall protect fresh patches until suitable for traffic.

Measurement and payment. Skin patching shall be paid under patching under the applicable bid item(s) (if provided) as specified in the bid schedule and special provisions. The Contractor's site review, coordination with site review, coordination with the City, layout, traffic control, and protection are included and not paid separately.

3-12.10.3 Crack Sealing

1. **Description.** Provide crack sealing of existing asphalt to pavement to reduce water intrusion and extend pavement life. Crack sealing includes routing/cleaning where required, furnishing and installing crack sealant, blotting, and cleanup in advance and of paving and surface treatments.

2. **Field verification and limits.**

    - Contractor shall review the project site with the City prior to the start of paving or surface treatment operations to jointly identify and confirm crack sealing locations, limits, and priorities.
    - Contractor is responsible for conducting a thorough field review and recommending additional crack sealing areas where warranted to achieve a sound surface prior to paving.
    - Confirmed crack sealing locations shall be incorporated into the Contractor's weekly workplan and shown on the workplan map prior to performing the crack sealing.

3. **Cracks to be sealed.**

    - Seal longitudinal and transverse cracks, and non-working cracks, as directed by, the City.
    - Unless otherwise directed, seal cracks generally 1/8 inch to 1 inch in width that are reasonably tight and suitable for sealing.
    - Do not seal cracks that require full-depth repair, skin patch that require full-depth repair, skin patching, or are otherwise unsuitable due to excessive movementing, or are otherwise unsuitable due to excessive movement or deterioration. Notify the City for direction.

4. **Materials.**

    - Use a hot-poured rubberized asphalt crack sealant meeting ASTM D6690, Type II or Type IV (as appropriate for climate/ appropriate for climate/traffic and as accepted by the City.

- Provide manufacturer's product data and recommended installation temperatures. Use approved primer if required by the sealant manufacturer.

5. **Surface preparation.**

   - Cracks shall be clean and dry prior to sealing. Remove vegetation, debris, loose material, and moisture using compressed air, heat lance, vacuum, wire brushing, or other City accepted methods.
   - If routing is directed, rout cracks to produce a uniform reservoir and remove all dust prior to sealing.
   - Crack sealing shall not be performed on wet pavement, during precipitation, or when conditions will prevent proper adhesion.

6. **Placement.**

   - Heat and apply sealant in strict accordance with manufacturer's recommendations and temperature limits.
   - Fill cracks completely to form a neat, continuous seal without voids, skips, or excessive overbanding.
   - Unless otherwise directed, provide an overband not exceeding 2 inches in width and not more than 1/8 inch above the pavement surface.
   - Immediately apply blotter (sand or approved material) where necessary to prevent tracking/pickup.

7. **Traffic control and protection.**

   - Provide traffic control and maintain safe access at all times.
   - Protect freshly sealed cracks from traffic until sealant has cooled and set to prevent pickup/tracking and surface smearing.

8. **Workmanship and acceptance.**

   - Complete coverage will be accepted based on:
   - Complete coverage of designated cracks, with continuous seal and proper bonding.
   - No pull-out, skips, voids, tracking, or excessive overband.
   - Clean workmanship with no sealant spread into the gutter, at driveways, or onto concrete surfaces.
   - Proper cleanup of excess material and blotter at concrete surfaces.

9. **Nonconforming work.**

- Nonconforming work shall be corrected at no additional cost.

10. Coordination with paving/surface treatments.

- Crack sealing shall be completed in a segment **prior to paving/surface in that treatment** unless otherwise directed by the City.

- Contractor shall sequence work to avoid contaminating tack coat areas and shall remove any excess crack sealant that interferes with bonding of subsequent treatments work to avoid contaminating tack coat areas and shall remove any excess crack sealant.

11. **Measurement and payment.** Crack sealing shall be paid under the applicable bid item(s) (if provided) as specified in the bid schedule and special provisions. The Contractor's site review coordination with the City, layout, traffic control, and protection are included and not paid separately.

3-12.10.4 Joints and transitions

The paving shall be performed in such a way as to not leave any longitudinal paving joints at the end of each day's operation. Longitudinal paving joints shall be wedge type and shall be constructed as shown on the plan details. The longitudinal paving joint layout shall be submitted to the Engineer for approval and shall be reviewed at the pre-paving meeting.

The longitudinal and transverse paving joint layout shall be submitted to the Engineer for approval and shall be reviewed at the pre-paving / weekly meeting.

Longitudinal joints shall coincide with the traffic lines. The Contractor shall layout and mark the location of the edges of the paving passes of the surface course to match the new layout of the lane lines. The layout shall be made at least twenty-four (24) hours prior to paving. The layout shall be approved by the Engineer prior to paving.

If the striping is to remain unchanged, the edges of the paving passes shall conform to the existing lane edges.

Each lane shall be paved in a single pass unless otherwise approved by the Engineer. In tapered transition areas, the shoulder areas shall be paved first, then the through lane shall be hot-lapped immediately after the shoulder paving.

Failure to comply with these provisions shall result in liquidated damages of $3,000 per calendar day per transition and/or the cost of Agency crews making the repairs, if necessary, to correct for public safety.

Cold Joints

All cold joints, both longitudinal and transverse, shall be heated with a torch immediately prior to paving. Care shall be exercised to not damage the asphalt concrete by burning or excessive aging, as determined by City Engineer and his/her designee. Damaged material shall be removed by saw cutting to form a new cold joint followed by torch heating. Cold joints include previous passes placed more than three (3) hours prior. All cold joints shall be tack-coated.

Failure to meet the cold joint requirements shall subject the Contractor to liquidated damages in the amount of $3,000 per joint.

Layout

The Contractor shall lay out and mark the location of the edges of the paving passes of the surface course to match the new layout of the lane lines. The layout shall be made at least twenty-four (24) hours prior to paving. The layout will be approved by the Engineer prior to paving.

If the striping is to remain unchanged, the edges of the paving passes shall conform to existing lane edges.

In all cases where practical, each lane shall be paved in a single pass. In tapered transition areas, the shoulder areas shall be paved first; then the through lane shall be hotlapped immediately after the shoulder paving.

For paving that incorporates new quarter points, or grade breaks or other conditions, the Contractor shall provide equipment capable of adjusting to the new surface profile at the appropriate locations. The profile adjustments shall be within 12 inches of the actual quarter point or grade break.

The Contractor shall take sufficient measurements during laydown to ensure the full design asphalt concrete layer depth is provided at each quarter point, grade break, or transition. Failure to provide the design depth at these areas shall result in rejection of the work. Correction of this rejected work shall include milling out the new asphalt concrete from the road edge to the centerline or nearest inside lane line and repaying. The minimum length of the milled and corrected area shall be 50 feet.

Failure to comply with these provisions shall result in liquidated damages of $3,000 per day per transition and/or the cost of Agency crews making the repairs, if necessary, to correct for public safety.

Temporary Transitions

The Contractor shall construct temporary pavement transitions at all paving joints and at all cold-milled areas greater than 1 inch prior to allowing traffic onto the paved surface and cold-milled surfaces. This includes both longitudinal and transverse directions. Temporary pavement transitions shall have a slope of 20:1 or as approved by the Engineer and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. The temporary transitions may be constructed of either cold mix or hot mix.

The Contractor shall construct temporary pavement transitions at all PCC facility transitions greater than 1 inch around corners from beginning of curb return to end of curb return, at PCC cross gutters, and PCC spandrels.

The Contractor shall continuously maintain the temporary pavement until final paving as needed. Each temporary transition shall be inspected by the Contractor and repaired as necessary to comply with these Provisions at the end of each day, including weekends and holidays.

Failure to comply with these provisions shall result in liquidated damages of $3,000 per day per transition and/or the cost of Agency crews making the repairs, if necessary, to correct for public safety.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.
3-13.1 Completion.
Add the following sentence to this subsection:

Add the following sentence to this subsection:

The Contractor shall complete all Work under the Contract within **60 working days** indicated in Section NIB - NOTICE INVITING BIDS.

3-13.2 Acceptance.
This subsection shall be supplemented by the following paragraphs:

Pavement Treatment Acceptance Criteria

Applies to: HMA paving (including overlays), grind & overlay, Cape Seal (ARAMand Slurry Seal)
Basis of acceptance: Visual/workmanship + performance-based + objective test results. Failure of any criterion constitutes nonconforming work.

1. General Requirements (All Treatments)

1.1 Minimum placement temperatures (supersedes Greenbook)

No pavement treatment material shall be placed unless both:

- Ambient air temperature ≥ 70°F, and
- Pavement surface temperature ≥ 70°F
  at the time of placement, measured at the work location. Temperatures shall be measured and logged at start of placement and at least hourly (and when conditions change).

1.2 Visual and workmanship acceptance (all treatments)

Finished surface shall be uniform, smooth, and free of defects, including but not limited to:

- Crumbling or raveling
- Unraveled/loose aggregate or aggregate loss
- Excessive or visible squeegee marks (where applicable)
- Cosmetic defects, streaking, segregation, or discoloration
- Ripples/waves, ridges, bumps/depressions, poor joints/transitions, ponding or drainage impacts

1.3 Coverage and uniformity (all treatments)

Provide full and consistent surface coverage acceptable to the City, with no areas of visual non-

uniformity, including thin/transparent areas, missed areas, uncovered streaks, inconsistent texture, or inconsistent aggregate distribution.

1.4 Corrective work

Nonconforming work shall be corrected at no additional cost by methods approved/directed by the City (remove/replace, reapply, resurface, retexture, etc.). If defects are widespread or recurring, City may require correction of the full affected segment/phase.

2. Hot Mix Asphalt (HMA, ARHM) Acceptance Criteria

2.1 Objective acceptance tests

A. In-place density (cores unless otherwise approved)

- Determine maximum theoretical specific gravity Gmm per AASHTO T 209.
- Determine in-place bulk specific gravity Gmb by AASHTO T 166 (or T 275 where applicable).
- Acceptance: Lot average density shall be 90.0% to 97.0% of Gmm.
- Joint density (if measured): not less than 90.0% of Gmm or not more than 2.0% below mat density (use the more stringent of the two if both are specified by the City).
- Lot definition: each day's production per mix type (or max 1,000 tons, whichever is smaller).
- Frequency: minimum one set of cores per lot (typ. 3 cores/lot) plus one joint core per lot where joints are constructed.

B. Thickness

- Measured from cores or City-approved method.
- Acceptance: average thickness ≥ plan thickness; no individual core more than 0.25 inch below plan thickness (or 10% below, whichever is more restrictive).

C. Smoothness / surface tolerances

- 10-foot straightedge (or inertial profiler if required by the City).
- Acceptance: ≤ 1/4 inch deviation in 10 feet (check at longitudinal joints, transitions, and utility adjustments).

D. Joints and transitions

- Straightedge at joints and transitions: ≤ 1/4 inch deviation in 10 feet; no abrupt edges creating ride or safety hazards.

2.2 Visual/workmanship (HMA-specific)

Rejectable conditions include segregation, tearing, checking, roller marks, tender mix distortion, shoving/washboarding, raveling, bleeding, or tack pickup affecting texture/skid or appearance.

2.3 Performance-based acceptance (HMA)

No slippage, debonding/delamination, rutting, shoving, or premature distress attributable to materials/workmanship within the contract correction period.

3. Grind & Overlay Acceptance Criteria

(Applies in addition to Section 2 for the overlay)

3.1 Objective acceptance tests

A. Milling depth and tolerance

- Verify by spot measurements.
- Acceptance: milling depth within ± 0.25 inch of plan; transitions feathered to avoid lips.

B. Milled surface condition

- Milled surface shall be free of loose material and ridges; prepared for tack.
- Straightedge where directed: ≤ 3/8 inch deviation in 10 feet on the milled surface.

C. Cross slope and drainage preservation

- Verify at representative locations.
- Acceptance: cross slope within ± 0.3% of plan and no created ponding attributable to grinding/overlay operations.

D. Overlay thickness, density, smoothness

- Must meet all HMA criteria in Section 2.

3.2 Visual/workmanship (grind & overlay-specific)

No abrupt vertical edges at tie-ins, utility covers, pavement returns; transitions must be smooth and safe for vehicles and pedestrians (including ADA routes where applicable).

4. ARAM Acceptance Criteria

Not used.

4.3 Visual/workmanship

Rejectable conditions include streaking/blotching, dry or thin areas, fat spots/bleeding, excessive loose aggregate, pickup/tracking, ridges, roller marks, and visible seams/overlaps not uniform in texture/appearance.

4.4 Performance-based acceptance

No raveling, aggregate loss, bleeding, or debonding attributable to improper materials, rates, rolling, or curing/protection.

5. Slurry Seal Acceptance Criteria

Not Used.

6. Sampling, Lots, Retesting (All Treatments)

- City may define lots by street segment, day's production, material type, or phase limits.
- If a lot fails: Contractor may request one retest at Contractor expense if approved by Engineer; retest does not waive visual/workmanship requirements.
- Final acceptance requires passing objective tests and meeting visual/performance criteria.

The Contractor shall complete all Work under the Contract within one hundred (100) working days indicated in Section NIB - NOTICE INVITING BIDS.

The Project will not be considered complete and ready for City Council direction to staff regarding recordation of the Notice of Completion until all required Work is completed, the Work site is cleaned up in accordance with Section 3-12 of Part 1 of the Standard Specifications and the Special Provisions, and all of the following items have been received by the City Engineer or his/her designee:

1. A form of Notice of Completion, with all information required by the California Civil Code
2. All written guarantees and warranties
3. All "as-builts"
4. Duplicate copies of all operation and maintenance manuals (O&M) and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.
5. Certificate of Compliance for all materials being furnished.
6. Certified Payroll Report copies and all appurtenant documents.
7. All conditional and unconditional waiver and releases.
8. Final monument tie report
9. Designation of Subcontractors
10. Equal Employment Opportunity

11. Debarment and Suspension Certification

12. Non-Lobbying Certification for Federal-Aid Contracts

13. Disclosure of Lobbying Activities

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to the City Engineer or his/her designee in writing.

In accordance with Section 7-3.2 of the Standard Specifications and the California Public Contract Code, the Contractor shall not be entitled to final payment or release of retention until all closeout documentation specified herein has been furnished to and approved by the City Engineer or his/her designee.

3-13.2.1 As-Built Plans

Prior to the start of the Work, the Contractor shall identify and maintain for the Engineer a complete set of As-Built 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 to show the as-built conditions. The Contractor shall update this set daily, showing every change from the originals, including exact as-built locations, sizes, and types of underground piping, valves, equipment, and all other work not visible at surface Grade.

The As-Built Plans shall graphically show all as-built conditions, locations, configurations, and other details that vary from the details shown on the originals including all revisions made necessary by Addenda, Change Orders, and to meet field conditions.

In the case of details shown on the Plans that are superseded by approved Working Drawings or Shop Drawings, the As-Built Plans shall be updated by noting or graphically showing how those details are superseded.

Prior to submitting each monthly progress payment request, the Contractor shall request the Engineer's approval of the current As-Built Plans. The City Engineer's and his/her designee approval will be a prerequisite to approval of requests for each progress and final payment. The Agency will withhold $1,000 for each month that the As-Built Plans are deemed deficient by the City Engineer and his/her designee.

The Contractor shall deliver the As-Built Plans to the Engineer within ten (10) days of completion of the Work.

No separate or additional payment will be made for the preparation and maintenance of As-Built Plans and Specifications. Payment will be considered as included in the Contract Unit Price for the various Bid items.

3-13.3 Warranty.
This subsection shall be supplemented by the following:

For the purposes of the calculation of the warranty period, the Work shall be deemed complete upon the date of recordation of the Notice of Completion in accordance with the California Public Contract Code. If such recordation is contingent on the completion of any remaining punch list items, the Work shall be deemed complete upon the date of the City Engineer or his/her

designee's acceptance of the final punch list item(s), consistent with the definition of completion under the Public Contract Code. The Contractor shall repair or replace defective materials and workmanship as required in this Section 3-13.3 at its own expense. Additionally, the Contractor agrees to defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

4-1 GENERAL.

This subsection shall be supplemented with the following:

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-3 INSPECTION.

4-3.1 General.

This subsection shall be supplemented with the following:

The City, City Engineer or his/her designee, its consultants and other representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the site and Work at reasonable times for their observation, inspection, and testing. The Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs.

The City Engineer or his/her designee shall be permitted access to all parts of the work, including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and assistance by the Contractor and its subcontractors and suppliers as is required to make a complete and detailed inspection.

Add the following subsection:

4-3.1.1 Access to Work.

The City, City Engineer or his/her designee, its consultants and other representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the site and Work at reasonable times for their observation, inspection, and testing. The Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs.

The City Engineer or his/her designee shall be permitted access to all parts of the work, including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and assistance by the Contractor and its subcontractors and suppliers as is required to make a complete and detailed inspection.

4-3.2 Inspection by the Agency.
This subsection shall be supplemented with the following:

The City Engineer or his/her designee will make, or have made, such inspections and tests as he/she deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract Documents. In the event such inspections or tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the City Engineer or his/her designee, as well as the cost of the subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

It shall be the Contractor's responsibility to obtain Inspection in a timely manner prior to proceeding with any phase of construction. The Contractor shall neither allow nor cause any of its work to be covered or enclosed until it has been inspected, tested and approved by the Engineer.

The Contractor shall pay for the cost of any minimum “show up” costs of a materials testing technician that was called for by the Contractor but ultimately the Contractor work was not ready for the inspection. Any such costs shall be deducted from any amounts due to the Contractor.

4-3.3 Inspection of Items Not Locally Produced.
This subsection shall be supplemented with the following:

If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

Add the following subsections:
4-3.4 Other Inspection Requirements.

The City will provide standard progress building and public works inspection at no cost to the Contractor. Contractor shall arrange and pay for all other inspections required by ordinance or governing authorities, including tests in connection therewith, as may be assigned to it in other sections of the specifications.

Defective work shall be made good, and unsuitable materials will be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or his/her designee and accepted or estimated for payment.

Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the authority of the City Engineer or his/her designee shall, upon order of the City Engineer or his/her designee, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the bid sheets, and there is no ambiguity regarding the requirement to construct and/or install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing and/or installing such a work feature shall be included in the bid.

4-3.5 Inspection and Final Acceptance.

The City may inspect and accept or reject any of Contractor's work, either during performance or when completed. The City shall reject or finally accept Contractor's work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise, work shall be deemed to have been rejected. The City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by the City shall not constitute a waiver of any of these provisions including, but not limited to pertaining to warranty and indemnification and insurance, respectively.

The Contractor shall allow at least seven (7) working days' notice for final inspection. Such notice shall be submitted to the City Engineer or his/her designee in writing.

The City shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these Special Provisions.

4-4 TESTING.
This subsection shall be supplemented by the following:

Except as elsewhere specified, the City shall bear the cost of verification testing for materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

Add the following subsection:
4-4.1 SOILS ENGINEERING AND TESTING

A certified materials testing firm may be retained by the City to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests including batch plant associated testing.

If the City requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions.

4-6 TRADE NAMES.
This subsection shall be supplemented by the following:

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the City Engineer or his/her designee. All requests for substitution shall be submitted, together with all documentation necessary for the

City Engineer or his/her designee to determine equivalence, no later than five (5) working days after the award of Contract, unless a different deadline is listed in the Special Provisions, or as mutually agreed with City Engineer or his/her designee.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR.

5-3.1 General.

Add the following subsection:

5-3.1.1 Public Work.

The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et seq*. ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Prevailing Wages.

This subsection shall be supplemented by the following paragraphs:

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

5-3.3 Payroll Records.

This subsection shall be supplemented by the following:

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars ($100) for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

5-3.4 Hours of Labor.

This subsection shall be supplemented by the following:

The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5-3.5 Apprentices.
This subsection shall be supplemented by the following:

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

Add the following subsections to the Standard Specifications:
5-3.6 Debarment or Suspension.

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

5-3.7 Registration with the DIR.

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

5-3.8 Compliance Monitoring and Posting Job Sites.

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5-3.9 Subcontractors.

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

5-3.10 Prevailing Wage Indemnity.

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.10 shall survive expiration or termination of the Contract.

5-4 INSURANCE

5-4.1 General

The first paragraph of Section 5-4.1 of Part 1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

> The Contractor shall provide and maintain insurance naming the City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent certification whether liability is attributable to the Contractor or the City. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The City will not be liable for any accident, loss, or damage to the Work before completion, except as otherwise specified in Section 6-5.
>
> The Contractor shall furnish the City with a current Certificate of Insurance annually for the duration of the Work.

Add the following subsections:

5-4.1.1 Insurance Coverages

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

5-4.1.2 Proof of Insurance

Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

5-4.1.3 Duration of Coverage

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

5-4.1.4 Primary/Noncontributing

Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

5-4.1.5 City's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

5-4.1.6 Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

5-4.1.7 Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

5-4.1.8 Enforcement of Contract Provisions (Non-Estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

5-4.1.9 Requirements not Limiting

Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5-4.1.10 Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

5-4.1.11 Additional Insured Status

General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

5-4.1.12 Prohibition of Undisclosed Coverage Limitations

None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5-4.1.13 Separation of Insureds

A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

5-4.1.14 Pass Through Clause

Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

5-4.1.15 Agency's Right to Revise Specifications

The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

5-4.1.16 Self-Insured Retentions

Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

5-4.1.17 Timely Notice of Claims

Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

5-4.1.18 Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5-4.2 General Liability Insurance

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 5-4 of Part 1 of the Standard Specifications, as modified below.

Add the following subsections:
5-4.2.1 Additional Insureds

The City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials, shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent certification, whether liability is attributable to the Contractor or the City.

5-4.2.2 No Limitation on Indemnity

The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in these Contract Documents.

5-4.2.3 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

5-4.2.4 Certificates of Insurance with Original Certification

The Contractor shall submit to the City certificates of insurance with the original certifications, both of which reference the same policy number, for each of the insurance policies that meet the insurance requirements, not less than one (1) day before beginning of performance under the Contract. The certifications are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certifications may be executed on the City's standard forms titled "Additional Insured Certification," copies of which are provided in the Contract Documents, or on any other form that contains substantially the same terms and is approved by the City's Risk Manager. In any case, the certifications must specifically name the City of Norwalk and its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds. Current insurance certificates and certifications shall be kept on file with the City at all times during the term of this Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

5-4.2.5 Subcontractors

The Contractor shall require each Subcontractor (of every tier) to procure and maintain insurance meeting the requirements of these Contract Documents and to name the City and the Contractor as additional insureds as required. The Contractor shall obtain and maintain certificates and endorsements from each Subcontractor and shall provide them to the City upon request. Failure of any Subcontractor to maintain required insurance shall not relieve the Contractor of any obligation or liability under the Contract.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

5-4.3 Workers' Compensation Insurance

This section shall be supplemented with the following:

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

5-4.4 Automobile Liability Insurance

This subsection shall be replaced in its entirety by the following:

Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000

combined single limit for each accident.

5.7 SAFETY.
5-7.8 Steel Plate Covers.
5-7.8.1 General.
This subsection shall be supplemented with the following:

The Contractor shall cover all openings, trenches and excavations at the end of each workday with steel plate covers.

Section 5-8 is hereby added to Section 5 of Part 1 of the Standard Specifications as follows:

5-8 INDEMNIFICATION.
5-8.1 Contractor's Duty.

To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

5-8.2 Civil Code Exception

Nothing in this Section 5-8 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

5-8.3 Non-waiver of Rights.

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or

certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

5-8.4 Waiver of Right of Subrogation.

The 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 arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

5-8.5 Survival.

The provisions of this Section 5-8 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

SECTION 6. PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

6-1.1 Construction Schedule.

This subsection shall be supplemented with the following paragraphs:

The Contractor shall submit a construction baseline schedule to the City Engineer or his/her designee upon issuance of Notice to Proceed 1 in accordance with the Project Milestone Schedule as provided in the Instruction to Bidders at Milestone 1 task (within ten (10) working days). Any failure or delay by the Contractor to provide this schedule shall constitute sufficient cause for the City to withhold issuance of Notice to Proceed 2, suspend further work, and/or withhold progress payments until such time as the required schedule has been submitted and accepted by the City Engineer or his/her designee. In addition, such failure or delay shall be deemed a delay to the start of the Work for which the Contractor shall be liable for liquidated damages, as specified in the Contract Documents, for each calendar day beyond the required submittal date until the Construction Schedule is received and accepted.

The Contractor must submit to the City Engineer or his/her designee for review and approval the construction baseline schedule required by the first paragraph of Section 6-1.1. The baseline schedule shall include a master list of all material submittals. The Contractor shall make revisions as required by the City Engineer or his/her designee. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the City Engineer or his/her designee, or when:

a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; or

b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

The Contractor shall submit a three-week look ahead schedule every week and an updated construction schedule with its monthly invoice every month with variance report and milestone updates. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

No work may be started until the schedule has been approved in writing. The Work shall be scheduled to ensure that construction will be completed within the specified duration. The Contractor shall be held responsible for coordination of all phases of the operation so that the time schedule can be met.

Add the following subsections:

6-1.1.1 Construction Schedule Requirements.

The Work under this Contract shall be planned, scheduled, executed, and reported by the Contractor using a Critical Path Method (CPM) schedule within a Work Breakdown Structure. The Contractor shall adhere to established technical standards for CPM scheduling using a computerized precedence diagram method. The Contractor is required to provide baseline schedule and monthly schedule updates for the City's review and approval; schedule shall be submitted to the City in hard copy (PDF format) and electronic format (Microsoft Project, Primavera P6, or approved equal).

The Contractor shall be responsible for coordinating its own schedule, including that of all subcontractors, as well as the construction activities of others as directed by the City Engineer or his/her designee. The Contractor shall ensure that all subcontractor activities are coordinated to maintain compliance with the approved construction baseline schedule. Any deviation resulting in delay shall be the sole responsibility of the Contractor and all delay impacts shall be attributed to the Prime Contractor.

The construction schedules include the baseline construction schedule, all monthly updates, revised schedules, recovery schedules, and weekly look-ahead schedules. All schedules shall be prepared by the Contractor in accordance with the project plans and specifications and must accurately reflect the Contractor's plan and status of the Work. The City Engineer or his/her designee's review or acceptance of any schedule does not relieve the Contractor of responsibility for complying with the Contract requirements, adhering to the required sequence of work, or completing any work omitted from the schedule within the Contract duration.

The construction baseline schedule shall bear the Contractor's stamp of approval signed by the Contractor. The Contractor's stamp of approval shall constitute a representation to the City Engineer or his/her designee that the Contractor verified all data in the Contractor's construction baseline schedule and assumes full responsibility for doing so, and that the Contractor has reviewed and coordinated all activities and logic in the Contractor's construction baseline schedule with the requirements of the Work.

The construction baseline schedules shall show the breakdown of Work into activities and relationships only to the extent required to effectively manage the Work. The baseline schedule shall show the division of the Work into activities and specify the progression from the Notice to Proceed to the completion of the Work. The Contract schedule shall include a Master List of Submittals and show appropriate time allowances for submittals, items of interface with work performed by others, and specified Construction, Purchase Order, Field Test, Functional Test, Start-up and Performance Test activities or items such as these. Site-related activities shall not reflect a combining of work located in separate structures, work corresponding to different

specifications, work performed by different subcontractors (first and second tiers), or rough-in and finish work of the same trade. All activity durations shall be in working days.

The construction baseline schedule shall include all procurement-related activities which lead to the delivery of permanent materials to the site. Procurement activities include, but may not be limited to, preparation of shop drawings, review and acceptance of shop drawings, materials fabrication, and materials delivery. Upon written approval by the City Engineer or his/her designee, these activities may be displayed or reported as a separate Off-Site Activities Schedule, properly correlated to the Contractor's construction baseline schedule.

If revisions are required, the Contractor shall make the necessary adjustments or corrections and resubmit the revised construction baseline schedule to the City Engineer or his/her designee. The resubmittal shall clearly identify, in writing, all adjustments or corrections made other than those specifically requested by the City Engineer or his/her designee's previous review comments.

The Contractor shall also provide written justification and a corresponding critical path variance report. A Time Impact Analysis (TIA) shall be submitted whenever a revision or change has the potential to affect the critical path or contract duration, including, but not limited to: Change Orders involving additional or revised work; delays due to unforeseen site conditions, utility conflicts, regulatory actions, or Force Majeure events; Owner-directed changes or resequencing of work; concurrent delays; requests for acceleration or recovery schedules; or when milestone or completion dates show slippage in variance reports.

In preparing all construction schedules, it is the responsibility of the Contractor to work with each subcontractor and supplier to obtain information pertinent to the planning and updating of their respective activities and schedules.

When the Construction Schedule is reviewed and accepted, it becomes the construction baseline schedule. From then on, all activities and their relationships may not be changed, added, or deleted without the consent of the City Engineer or his/her designee. The construction baseline schedule shall be revised when a Change Order is executed.

Software/Interface Requirements

The Contractor shall use CPM scheduling software to produce the Contract schedules and reports as specified herein. The software shall be commercially available for lease or purchase and be capable of processing and plotting schedule data as specified in this section.

The Contractor shall provide all schedules and schedule updates in electronic data format. The schedule files shall be in Microsoft Project or Primavera Project Planner (P6) format version or approved equal.

The Contractor shall use the work breakdown structure and guidelines.

The Contractor shall produce a construction schedule which will be an accurate representation of the proposed means and methods for accomplishing the Work. This schedule will show all logical relationships and constraints between activities.

The Contractor shall establish milestones such that the project can be completed on or before the Contract completion date. Contract interface milestones shall have an early start constraint date matching the milestone date.

Contract interim milestones and Contract completion shall have a late finish constraint date matching the milestone or Contract completion date. These are the only constraints allowed in the schedule without prior written approval by the City Engineer or his/her designee.

Use of Float

Total Float and Contract Float belong to the project and are not for the exclusive benefit of any party. Total Float is the number of days by which a part of the Work in the construction schedule may be delayed from its early dates without necessarily extending the Contract time. Contract Float is the number of days between the Contractor's anticipated date for early completion of the Work, or specified part, and the corresponding Contract time. They shall be available to the City, their consultants, or the Contractor, to accommodate changes in the Work, or to mitigate the effect of events which may delay performance or completion. The City will monitor and optimize the use of float for the benefit of the project.

Early Completion

An early completion schedule is one which anticipates completion of all or specified part of the Work ahead of the corresponding Contract time. Since Contract Float belongs to the project, the Contractor shall not be entitled to any extension in Contract time or recovery for any delay cost incurred because of extensions in an early completion date, until all Contract Float is used or consumed and performance or completion of the Work extends beyond the corresponding Contract Time.

Float Suppression

Float suppression techniques are prohibited. The Contractor shall remove any float suppression techniques, e.g. preferential sequencing (crew movements, equipment use, for reuse, etc.), extended durations, imposed dates, scheduling of non-critical work, artificial logic, and others as a prerequisite to a request for an increase in Contract price or Contract time. Use of any type of schedule constraint requires prior approval by the City Engineer or his/her designee.

6-1.1.2 Pre-Construction Conference.

Minimum of fourteen (14) days before the commencement of Work at the site, a Pre-Construction conference will be held at the City and shall be attended by the Contractor's Project Manager, its on-site Field Superintendent, and any subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the City Engineer or his/her designee for approval a minimum of two (2) Working Days before the Pre-Construction conference. The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date.

Unless previously submitted to the City Engineer, the Contractor shall bring to the Pre-Construction conference copies of each of the following and be prepared to discuss each:

1) Construction baseline schedule.

a. if the scope of work requires phasing, Contractor shall provide color coded map showing all work locations and dates on map.

2) Procurement schedule of major equipment and materials and items requiring long lead time. This item shall be provided in construction baseline schedule.
3) Shop drawing/sample submittal schedule.
4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
5) Written designation of the on-site Field Superintendent and Project Manager. Both daytime and emergency telephone numbers shall be included in the written designation.
6) Stamped Traffic Control Plan by Professional Civil/Traffic Engineer.
7) Inspection and Testing Requirements.
8) Notification of residents/businesses before starting any work and keeping them informed throughout the Project.
9) Posting of temporary “No Parking” signs.
10) Inspection and testing requirements.
11) Processing applications for payment.
12) Maintaining record documents.
13) Critical Work sequencing.
14) Maintaining sewage service during construction, including proposed bypasses.
15) NPDES requirements, if any.
16) Field decisions and Change Orders.
17) Use of Project site, office and storage areas, security, housekeeping, and the City’s needs.
18) Major equipment deliveries and priorities.
19) Special City requirements.
20) Any other item that the City representative states is relevant to the meeting.

6-1.1.3 Weekly Progress Meetings.

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a three (3) week “look ahead” schedule for each meeting. The Construction Manager will preside at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to bi-weekly progress meetings.

6-1.2 Commencement of the Work.
This subsection shall be supplemented by the following:

The Contractor shall not begin any construction activity at the site before the issuance of the Notice to Proceed. Any Work that is done by the Contractor in advance of the Notice to Proceed shall be considered as being done at the Contractor’s own risk and responsibility, and consequently, may be subject to rejection.

Prior to the issuance of Notice to Proceed, the Contractor shall provide the following:

- The Contractor shall provide all required contract bonds and evidence of insurance
- The Contractor shall submit a construction schedule to the City Engineer upon Notice to Proceed 1 issuance in accordance with the Instruction to Bidders milestone schedule as

described in Milestone 1 Task
- The Contractor shall submit traffic control plans prepared by a licensed Traffic/Civil Engineer to the City Engineer or his/her designee for approval upon Notice to Proceed 1 issuance in accordance with the Instruction to Bidders milestone schedule as described in Milestone 1 Task
- The Contractor shall obtain a City of Norwalk business license
- Obtain a no-fee Construction Permit from the City of Norwalk

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any Work and the City shall not be obligated to accept or pay for any Work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work.

Add the following subsection:
6-1.2.1 Construction Schedule Updates.

The Contractor shall be solely responsible for the preparation, maintenance, and updating of the construction schedule. Contract time, including all milestone dates shall not be modified except by a duly executed Change Order approved by the City.

The Contractor shall update the construction schedule each month when submitting progress payment applications. Updating the schedule shall consist of the following:

1.1 Monthly Schedule Updates:

The Contractor shall submit an updated construction schedule each month with the progress payment application. The updated schedule shall show actual start and finish dates, progress of activities and remaining durations. The monthly schedule updates shall include critical path variance report. Submission of an updated schedule shall be a condition precedent to processing payment. Updating the construction schedule shall not in itself amend or extend Contract time, the Contract completion date or milestone dates.

1.2 Corrections to the Schedule:

The Contractor shall correct errors or omissions in the schedule identified by the City Engineer or his/her designee, including but not limited to, inaccurate dates, out-of-sequence activities, or failure to show required milestones. The Contractor shall also correct any known errors whether or not identified by the City. It shall be Contractor’s responsibility to provide accuracy on all schedules. Failure to comply may result in the City’s issuance of Stop Notices.

2.1 Revisions to the Schedule:

Revisions are defined as any change to activities, durations, or logic beyond the routine updating of actual progress. All schedule revisions shall require prior written approval of the City Engineer or his/her designee.

Revisions to the schedule shall be limited to changes necessitated by approved Change Orders, City-directed modifications, or other delays or conditions as recognized by the City. Each revision shall be accompanied by a written explanation identifying the reason for the change and describing its effect on related activities. If changes in activity sequencing or other adjustments result in delays,

the Contractor shall be responsible for providing a schedule update and recovery schedule along with a Time Impact Analysis (TIA).

All added activities shall include a notation identifying the reason for the addition, which may include, but is not limited to: Requests for Information (RFIs), change orders, force majeure events, unforeseen conditions, equipment lead times, design errors or omissions, Owner-directed changes, regulatory or permitting requirements, utility conflicts, value engineering proposals, material or product substitutions, third-party impacts or time adjustments.

Within five (5) working days after a schedule problem is recognized and documented, the Contractor shall submit to the City Engineer or his/her designee a recovery schedule which shall consist of proposed revisions to the construction baseline schedule demonstrating how the Contractor intends to achieve all contractual milestones including contract completion within the allotted contract time. The accompanying narrative should describe the cause of the problems and the actions planned by the Contractor to recover the schedule. The Contractor shall promptly undertake appropriate action at no additional cost to the City.

Failure to meet the Section 6-1.2.1 Construction Schedule Updates requirements shall subject the Contractor to liquidated damages in the amount of $3,000 per calendar day.

Add the following subsections:

6-1.3 Working Days and Hours.

The Contractor shall do all Work between the hours of 7:30 AM to 4:30 PM on residential areas and 8:30 AM to 3:30 PM on arterials and secondary streets, Monday through Friday. However, no lane closures on Carmenita Road are permitted during the rush hours from 6:30 AM to 8:30 AM and 3:30 PM to 8:30 PM on weekdays. No additional compensation shall be paid for night or weekend work.

No Work will be allowed on Saturdays, Sundays or City holidays, which are as follows:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

In addition, no Work will be allowed on any special election day that may be declared. Should a special election day be declared, a time extension of one (1) Working Day will be granted for each such day.

A permit may have other hours or days for the Contractor to do the Work, and those hours and days shall supersede any hours and days written in this section.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the City Engineer or his/her designee so that inspection may be provided. A charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

6-1.4 Non-Compliance.

The City Engineer or his/her designee may refuse to recommend the whole or part of any payment if the Contractor's failure, refusal, or neglect to provide the required schedule information precludes proper evaluation of the Contractor's progress. The City may withhold from any payment a set-off, if in the City's opinion, the Contractor's failure refusal or neglect to provide the required schedule information precludes a proper evaluation of whether the Contractor is prosecuting the Work with the diligence that will ensure its completion within Contract Time.

The Contractor agrees that the Contractor's failure, neglect, or refusal to comply with the requirements of this section, or any portion thereof, constitute a material breach of the Contractor's obligations under this Contract. The Contractor recognizes and agrees that such failure, neglect, or refusal prejudices the City's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely issuance of extensions of Contract time, when such extension may be warranted. Therefore, the Contractor hereby waives all rights to additional costs or time extensions due to delays or accelerations that result from or occur during periods of time that Contractor fails, neglects, or refuses to fully comply with the requirements of this Section.

These remedies for the Contractor's failure, neglect or refusal to comply with the requirements of this section are in addition to, and not in limitation of, those provided under other sections of the Contract.

The Contractor's refusal, failure or neglect to take appropriate recovery action or to submit a recovery schedule shall constitute reasonable evidence that the Contractor is not prosecuting the Work, or separable part, with the diligence that will ensure its completion within the applicable Contract time. Such lack of action shall constitute sufficient basis for the City Engineer or his/her designee to recommend the withholding of some or all of any payment due and shall be considered grounds for termination by the City.

6-1.5 Payment.

Payment for complying with the requirements of this section shall be included in the Contract Unit Price for MOBILIZATION AND DEMOBILIZATION and no additional compensation shall be allowed therfor. Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved as specified herein.

6-2.1 General

This subsection shall be supplemented by the following:
Once started, the Contractor shall continuously work on the project until completion. Other than for inclement weather, work shall not be discontinued unless notification is provided to and approved by the Agency at least seventy-two (72) hours in advance. Such notification of work suspension shall include the exact date when work will be suspended and the date when work will resume.

Failure to notify and obtain the approval of the Agency of work suspension will subject the contractor to a $3,000/per calendar day inspection charge for each day work is suspended without the required notification and approval.

No work suspension due to material and/or equipment issues will be allowed.

A Project Manager or designee with qualifications for the scope of work shall be on-site or available for any decision-making during the duration of construction. Contractor shall not assign unqualified field personnel to be the Project Manager. The General Contractor's Representative, a.k.a. a non-working foreman, shall be on-site at all times and in coordination with subcontractors. The Project Manager, and all working foremen and non-working foremen shall be required to attend the mandatory kick-off meeting.

Failure to follow requirements set forth in this special provision will result in, but not limited to, a liquidated damage of $3,000 per day calendar day/per incident unless otherwise specified. Failure to have a non-working foreman of the General Contractor on site for construction of any kind, including subcontractor work, will result in liquidated damages of $3,000 per day per subcontractor per shift.

The Agency can at any time request a more experienced or qualified project manager, foreman and/or operator when work performance is not being met for a certain skill.

The Contractor shall only grind, and place temporary striping that can be completed and open to traffic by 4:30 AM. No exposed milled surfaces can be open to traffic at any time. Contractor to provide proposed staging area location for equipment for City's approval. Deviations will only be allowed as approved by the City. Provide flagmen continuously at affected intersections as well as at beginning and end of restricted traffic control area. All flagmen and foremen shall be in radio contact with each other to coordinate work and provide a safe work zone.

The Contractor shall be responsible for inspection costs for non-standard time/day work as approved by the Engineer. Days of night work shall be Monday through Friday. Extended hours for grinding work may be allowed if approved by the City Engineer.

The Contractor shall notify HOAs, businesses, hospitals, schools and senior facilities affected by the work at least 72 hours prior to any lane closures.

Deviations from these restrictions will not be permitted without the prior consent of the City Engineer and his/her designee, 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. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the Contractor.

Failure of the Contractor to adhere to these restrictions will result in damages being sustained by the Agency. Such damages are and will continue to be, impracticable and extremely difficult to determine. For each occurrence of a working day or hours violation, as provided herein, the Contractor shall pay to the Agency or have withheld from monies due to it, the sum of $3,000, unless otherwise provided in the specifications.

6-3 TIME OF COMPLETION.

6-3.1 General.

This subsection shall be supplemented by the following:

The Contractor shall complete all Work under the Contract within **one hundred (100) Working Days** from the date specified in the Notice to Proceed 2.

The Contractor shall submit evidence to the City that all materials have been purchased by the date indicated in the construction baseline schedule in INSTRUCTIONS TO BIDDERS SECTION of these specifications. The date construction shall begin will be specified in the Notice to Proceed, by the date indicated in the construction schedule in INSTRUCTIONS TO BIDDERS SECTION of these Specifications.

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Any difference in time between the Contractor's early completion and the Contract time shall be considered a part of the Project float. The Contractor shall not be entitled to compensation, and the City will not compensate the Contractor for delays which impact early completion. The Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date.

6-4 DELAYS AND EXTENSIONS OF TIME.

6-4.1 General.

This subsection shall be supplemented by the following paragraph:

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

No extension of time shall be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from the City Engineer or his/her designee or obtains from the supplier and furnishes to the City Engineer or his/her designee documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather conditions necessitating the cessation of Work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the "Instruction to Bidders".

If materials are delayed, the Contractor shall provide to the City Engineer or his/her designee the following:

1. Copy of the purchase order
2. Proof of payment or receipts

3. Shipment tracking or delivery information
4. Manufacturer's letter on company letterhead verifying the cause of delay; and
5. A written narrative explaining the impact of the delay on the Work from the Contractor.

6-4.2 Extensions of Time.
This subsection shall be supplemented by the following:

Whenever the Contractor requests time extension of the Contract time or any Contract milestone, the Contractor shall provide an analysis of the critical path. At a minimum, the analysis must include the following:

1. The version of the Contractor's construction schedule on which the analysis is based.
2. The contract milestones affected, and the number of days extension requested for each.
3. A plot starting at the timeline and showing the controlling path to each affected milestone before the change or delay in question.
4. A plot including the activities which were added to represent the change or delay starting at the timeline and showing the controlling path to each affected milestone after the change or delay in question.
5. A listing of all activities and logic added, deleted or changed to represent the impact of the change or other delay being analyzed.

In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays.
This subsection shall be supplemented by the following paragraphs:

Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or markup is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE
The following sentence is added to Section 6-8:

In no event (including termination for impossibility or impracticability due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

6-9 LIQUIDATED DAMAGES

Subsection 6-9 of the Standard Specifications is replaced with the following paragraphs:

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the City Engineer, and the City Engineer or his/her designee has certified such completion in accordance with Section 3-13.1 of Part 1 of the Standard Specifications. Liquidated damages shall be **$3,000** per calendar day of delay.

SECTION 7. MEASUREMENT AND PAYMENT

7.3 PAYMENT.

7.3.1 General.

This subsection shall be supplemented by the following:

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the City Engineer or his/her designee. In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

7-3.2 Partial and Final Payment.

This subsection shall be supplemented by the following paragraphs:

Within 30 days after proposed final estimate has been submitted to the Contractor, the Contractor shall submit to the Engineer their written approval of said proposed final estimate or a written statement of all claims the Contractor has arising under or by virtue of the Contract. No claim will be considered that was not included in said written statement of claims, or will any claim be allowed as to which a notice or protest is required under the provisions in Section 2-9 “Changed Conditions”, 6-4.4 “Written Notice and Report”, and 6-3.2 “Contract Time Accounting”, unless the Contractor has complied with the notice or protest requirements in said sections.

The claims filed by the Contractor shall be sufficient detail to enable the Engineer to ascertain the basis and the amount of said claims. The Engineer will consider and determine the Contractor’s claims and it will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Engineer to determine the facts or contentions involved in their claims. Failure to submit such information and details will be sufficient cause for denying the claims.

The City Council will make the final determination of any claims, which remain in dispute after completion of claim review by the Agency. A board or person designated by said City Council will review such claims and make written recommendations thereon. The Contractor may meet with the review board or person to make a presentation in support of such claims.

Upon final determination of the claims, the Engineer shall then make and issue their final estimate in writing and within 30 days thereafter the Agency will pay the entire sum, if any, found due thereon. Such final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor.

All prior estimates and payments shall be subject to correction in the proposed final estimate.

The following subsections shall be added to Section 7 of the Standard Specifications**:**

7-3.2.1 Monthly Closure Date and Invoice Date.

For purposes of Section 7-3.2, the monthly closure date shall be the last day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the City Engineer or his/her designee before the tenth (10th) day of the following month for verification and payment consideration.

7-3.2.2 Payments.

The City shall make payments within thirty (30) days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt and shall explain in writing the reasons why the payment request is not proper.

7-3.2.3 Retention.

The City shall withhold not less than five percent (5%) from each progress payment; however, at any time after fifty percent (50%) of the Work has been completed, if the City Council finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. The City shall withhold not less than five percent (5%) of the Contract Price from the Final Payment Amount (defined in Section 7-3.2.4) until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a Notice of Completion or Cessation, but not later than the period permitted by Public Contract Code Section 7107.

7-3.2.4 Final Invoice and Payment.

Whenever the Contractor shall have completely performed the Contract in the opinion of the City Engineer, the City Engineer or his/her designee shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the City Engineer or his/her designee a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such statement, the City Engineer or his/her designee shall check the quantities included therein and shall authorize a payment amount, which in the City Engineer's opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). The City Engineer or his/her designee shall then request that the City accept the Work and that the City Clerk be authorized to file, on behalf of the City in the Office of the County Recorder, a Notice of Completion of the Work herein agreed to be

done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

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 the control set to show the as-built conditions. This control set of Plans shall incorporate all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the City Engineer or his/her designee. Final payment will not be made until this requirement is met.

7-3.2.5 Substitute Security.

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

7.3.2.5.1 Substitution of Securities for Performance Retention.

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the City, deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent or greater in value than the amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. The City shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities.

7-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent.

As an alternative to the substitution of securities, as provided above, or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request

the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 7-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 7-3.2.5.4 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section. The Contractor shall pay to each Subcontractor, not later than ten (10) Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

7-3.2.5.3 Subcontractor Entitlement to Interest.

If the Contractor elects to receive interest on any monies withheld in retention by the City, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention monies withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten (10) Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

7-3.2.5.4 Securities Eligible for Investment.

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

7-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention.

The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).

7-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements.

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

7-3.4 Mobilization.
This subsection shall be supplemented by the following:

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed. This item shall also include costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site.

Mobilization shall include the cost, time and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition and all other related work as required for all non-working days during the course of construction. The Contractor is responsible for securing an adequate storage site for equipment and materials. As part of the Mobilization payment, the Contractor shall have on the work site at all times, as its agent, a Field Superintendent capable of reading and thoroughly understanding the plans, specifications, other related documents, and directions from the Engineer.

Payment for **MOBILIZATION AND DEMOBILIZATION** shall be per the Contract Unit Price of LUMP SUM (LS) indicated in the Contract Documents and shall include obtaining and paying for all permits and business licenses as required from the City of Norwalk, and other related agencies, preparing, implementing and updating construction schedules and other items specified in this section. The lump sum bid price shall not exceed 5% of the total bid price. The City of Norwalk will waive its encroachment permit fee.

The Contractor shall comply with the requirements specified by each license or permit. Progress payments for this item shall be paid in accordance with the completion percentage of the project to the Contractor and shall include the costs of such mobilization and administration for the entire Contract period including preparation and implementation of progress schedule (CPM) as specified in these specifications.

Section 7-3.9 is hereby added to Section 7-3 of Part 1 of the Standard Specifications, as follows:

7-3.9 Audit.

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract.

The Contractor shall include a copy of this Section 7-3.9 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL.

Section 8-1 is replaced with the following:

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Section 9 is hereby added to Part 1 of the Standard Specifications, as follows:

SECTION 9 ADDITIONAL TERMS

9-1 NON-DISCRIMINATORY EMPLOYMENT.

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

9-2 CONTRACTOR'S RESPONSIBILITY FOR WORK.

Until the final acceptance of the Work by the City Council in accordance with Section 3-13.2 of the General Provisions, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

9-3 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY.

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his or her Bid.

9-4 REMOVAL OF INTERFERING OBSTRUCTIONS.

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character encountered during the process of excavation. It is understood that the costs of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

9-5 COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

9-6 CONTRACTOR'S REPRESENTATIONS.

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

9-7 CONFLICTS OF INTEREST.

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

9-8 APPLICABLE LAW.

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in the Superior Court with geographic jurisdiction over the City.

9-9 TIME.

Time is of the essence in these Contract Documents.

9-10 INDEPENDENT CONTRACTOR.

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

9-11 CONSTRUCTION.

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

9-12 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES.

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

9-13 TERM.

The Contract is effective as of the Effective Date listed and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

9-14 NOTICE.

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

9-15 SEVERABILITY.

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

TECHNICAL PROVISIONS

PART 2
CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.
200-2.1 General.
Replace with the following:

Untreated base material shall be crushed aggregate base.

200-2.2 Crushed Aggregate Base.

Crushed aggregate base used for curb and gutter, sidewalks, curb ramps, driveway approaches, cross gutters, spandrels and asphalt pavement reconstruction shall be per this section and per the "LIMITED GEOTECHNICAL INVESTIGATION / PAVEMENT ANALYSIS PROPOSED CARMENITA ROAD REHABILITATION 550' NORTH OF EXCELSIOR DRIVE TO ROSECRANS AVENUE."

200-2.2.3 Quality Requirement.
Add the following paragraphs:

The minimum R-value requirement will not be waived.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

SECTION 201-1 PORTLAND CEMENT CONCRETE.
201-1.2 Materials.
201-1.2.1 General.
This subsection shall be supplemented with the following:

The same brand type, source of cement, and aggregate shall be used for all Portland cement concrete per the approved submittal.

Fly ash shall not be used.

201-1.2.6 Chemical Admixtures.
This subsection shall be supplemented by the following:

1. Retarding Densifier. The material shall be of the hydroxylated carboxylic acid type in liquid form and shall not entrain air or cause foaming. The retarding densifier shall be used in strict compliance with the printed recommendations of the manufacturer. There shall be no reduction in the cement content of the concrete mix because of the addition of the retarding densifier.

The admixture shall be such that its addition to the concrete mix will:

a. Decrease drying shrinkage;
b. Increase compressive strength for all concrete strength for all concrete ages from 3 days

to 1 year.

c. Increase flexural strengths, modulus of elasticity and abrasion resistance;
d. Increase the slump and placement workability;
e. Retard the initial set and increase the density; and
f. Shall contain no calcium or tri-ethanolamine.

At the discretion of the Engineer, the Contractor may be required to submit proof that the admixture he proposes to use meets the foregoing requirements. Such proof shall be in the form of comparative tests of plain and admixture containing mixes performed by an acceptable local laboratory with testing based on use of the project materials and in accordance with the requirements of ASTM C157. An approved admixture conforming to these requirements is plastiment retarding densifier in liquid form.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS
201-3.1 General.
Add the following sentence to this subsection.

The Contractor shall submit materials to the Engineer for approval.

201-3.4 Type "A" Sealant (Two-Part Polyurethane Sealant).
Add the following sentence to this subsection:

Sealant shall be Type "A" with Polyethylene foam filler. Submit two samples to the Engineer for approval.

SECTION 202 – MASONRY MATERIALS

SECTION 202-2 CONCRETE BLOCK.
202-2.2 Masonry Units.
This subsection shall be supplemented with the following:

Retaining walls shall be Concrete Masonry Units (CMU) as shown on the Plans and in accordance with Sections 202-2.2 and 303-4 of these Specifications. The Contractor shall submit material size and color in accordance with Section 3-8 of these Specifications.

Reinforcing steel shall be in accordance with Section 201-2.2.1 of the Standard Specifications. #4 reinforcing bars and smaller shall be Grade 40 while #5 reinforcing bars and larger shall be Grade 60.

SECTION 203 – BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE
203-6.1 General.
This subsection shall be supplemented by the following:

Asphalt concrete shall conform to Section 203-6.4 and shall be constructed in accordance with Section 302-5 of the Standard Specifications.

Asphalt concrete for base paving shall be Class B-PG 64-10 or as directed by the Engineer. Asphalt concrete surface course shall be Class C2-PG 64-10 or as directed by the Engineer. Use of more than 15% reclaimed asphalt pavement (RAP) for both base paving and surface course is

strictly prohibited.

At the discretion of the Engineer, the asphalt concrete for bus pads or at bus stop locations shall be Class B-PG 70-10 with 6% voids.

203-6.4 Asphalt Concrete Mixtures.
203-6.4.1 Class and Grade.

Acceptance as used in Subsection 203-6.4 shall mean acceptance of material after spreading only. Acceptance of material in production shall be subject to all quality requirements based on sampling and testing as specified.

At the discretion of the Engineer, the Agency shall conduct sampling and testing and shall maintain a minimum quality control plan as follows:

a) Perform sieve analysis test Caltrans Test 202 on a sample taken immediately after 300 tons of production and every 500 tons thereafter.
b) Perform binder content test Caltrans Test 382 on a sample taken immediately after 300 tons production and every 1,000 tons thereafter.

Tests shall be performed and completed without interruption directly after samples are procured at the production plant laboratory. Copies of test results shall be provided to the Engineer immediately upon completion of each test or upon request thereafter, if Engineer is not present at time of the test. Adjustments shall be made immediately if test results indicate a need for adjustment.

203-12 ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM).
203-12.1 General.
Add the following:

ARAM shall be used for an interlayer as shown on the plans and shall conform to Section 302-10 of the Standard Specifications.

203-12.2 Asphalt Rubber Binder.

Asphalt rubber binder shall conform to Section 203-11 of the Standard Specifications.

203-12.3 Pre-Coated, Pre-Heated Screenings.

Pre-coated, pre-heated screenings shall conform to Table 200-1.2.2.3.

Add the following subsection to the Standard Specifications:
203-12.2.4 Acceptance.

Acceptance of asphalt rubber and screenings shall be based on testing by the Agency for compliance with the Specifications and by submission of a Certificate of Compliance conforming to Section 4-5 as determined by the Engineer.

The Contractor shall test the screens at the plant for compliance with the requirements of the Specification. The Contractor shall submit a Certificate of Compliance and supporting test data on screenings delivered to the Work Order site. Submission shall be within 5 working days of

completion of ARAM placement. Testing, except for paving asphalt content, will be performed a minimum of 2 Working Days prior to the start of delivery of screenings to the Work Order site. Testing for paving asphalt content will be performed each day screenings are delivered to the Work Order site. The Engineer may waive the aforementioned testing and require submission of a Certificate of Compliance and supporting test data on screenings delivered to the Work Order site. Submission shall be within 5 Working Days of completion of ARAM placement.

The Agency may perform Haake viscometer testing on each batch of asphalt rubber produced. The Engineer shall require submission of a Certificate of Compliance and supporting Haake viscometer test data for each batch of asphalt rubber produced and placed on the Work Order. Submission shall be within 5 Working Days of completion of ARAM placement.

The Agency will require Haake viscometer testing of asphalt rubber binder at the production site, if the production site is located more than 50 miles from the project site. Such testing will be in addition to testing upon arrival at the project site and prior to placement. The testing at the production site will be performed by a third-party testing firm contracted by the Agency. All costs for testing at the production site will be the responsibility of the Agency; however costs of resampling and retests as may be required due to failed tests shall be deducted from payments to the Contractor due for “Install 3/8” ARAM interlayer.”

SECTION 211 - MATERIAL TESTS

This section shall be supplemented by the following:

The Contractor shall obtain a Certificate of Compliance from the Asphalt Concrete or Concrete manufacturer batch plant for each batch produced and placed on the Work Site. The Agency shall perform daily testing for each Asphalt Concrete delivery truck.

211-4 HAND HELD VISCOMETER TEST.

211-4.2 Calibration.

Delete the second and third sentences and replace with the following:

In one continuous operation, turn off the spindle rotation, remove the spindle vertically from the binder (after heating), discontinue stirring the binder and immediately insert the spindle back into the center of the binder. While holding the viscometer level, turn the spindle on and watch the needle on the viscometer dial and record the maximum value obtained on the dial.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-1 GENERAL.

Revise to include the following:

All traffic striping material, including pavement markers shall conform to the Caltrans Standard Specifications, latest edition, California Manual on Uniform Traffic Control Devices (MUTCD), latest edition and any supplements therein.

214-5 THERMOPLASTIC MATERIAL FOR TRAFFIC STRIPING AND MARKINGS.

214-5.1 General.

Revise to include the following:

Thermoplastic material shall not exude fumes, which are toxic, obnoxious, or injurious to persons or property when heated during application.

214-6 PAVEMENT MARKERS.
214-6.1 Types of Markers.
Revise to include the following:

Two-way blue pavement markers shall be installed for all fire hydrants as shown on the Plans or called out in the Specifications.

214-6.4 Retroreflective Pavement Markers.
Revise to include the following:

Retroreflective raised pavement markers shall be either "one-way clear", "one-way yellow", "two-way clear", "two-way yellow", "red/clear", or "two-way blue", specified accordingly as per layout and installation details.

214-7 ADHESIVES FOR PAVEMENT MARKERS.
214-7.2 Epoxy Adhesives.
214-7.2.1 General.
Revise to include the following:

All epoxy adhesive for pavement markers shall conform to the California Department of Transportation (Caltrans) Standard Specifications, latest edition.

ADD the following section:

SECTION 220 - TRAFFIC SIGNING

220-1 SIGN MATERIAL.

All work shall conform to detail drawings as shown on the Plans and as specified in Section 82 of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition and these Special Provisions.

All signs shall be standard size and color as specified in the California MUTCD, latest edition, unless otherwise specified by the Engineer.

All new signs to be installed shall be the international symbol (if available) unless otherwise specified.

All signs shall be aluminum panel not less than 0.125 inch thick, 6061-T6 or 5052-H38 Alloys. Exceptions are Type L, K and street name signs which shall be 0.125 inch thick, radius corners 1/2 inch. Aluminum base metal shall be cleaned, deoxidized, and coated with a light tightly adherent chromated conversion coating free of any powdery residue. For installation of signs that are 36" or larger and/or sign combinations, a brace is used for strength (3/16"x1"x30" or 36" brace).

All sign facings shall be manufactured of high-intensity grade, encapsulated lens sheeting, (Hi-Intensity or equal) except for R26 signs which shall be Engineering Grade material (enclosed lens). All signs which could result in a moving violation shall be high intensity. All signs provided

under this Contract shall include an anti-graffiti film overlay. Protective overlay shall be 3M Series 1160A overlay or approved equivalent. The anti-graffiti overlay shall be considered as included in the price bid for the item of work and no additional payment will be made therefor.

220-2 SIGN POSTS.

Sign posts and anchor post assembly shall be as shown on the Plans and specified in these Special Provisions. Sign posts shall be square perforated steel tube with break-away base, “Telspar” or equal. Anchor posts assembly shall consist of a 2 ½" square by 2’ 6” anchor post.

PART 3
CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-2 UNCLASSIFIED EXCAVATION
300-2.1 General.
Add the following paragraphs:

Unclassified excavation shall include excavating, removing, hauling and disposal of all materials including drainage pipes, manholes, concrete, asphalt concrete pavement, PCC pavement, road base material and soil to the subgrade elevations.

Removal of asphalt concrete and PCC pavement shall be made at the locations shown on the plans and called out in the Specifications or as specified by the Engineer and shall conform to the provisions in Section 401 “Removal.” Subgrade shall be compacted to 95% relative compaction and as specified in the Limited Geotechnical Investigation/Pavement Analysis Report.

The areas and quantities shown on the plans and specifications are given only for the Contractor’s aid in planning the work and/or preparing bids. The Engineer shall designate the limits to be removed and these designated areas shall be considered to take precedence over the areas shown on the plans. No guarantee is made that the areas and quantities shown will equal the areas shown on the plans. No guarantee is made that the areas and quantities shown will equal the areas or quantities designated by the Engineer.

Tree root removals shall include the removal of conflicting roots to 6” beneath the required work. Payment for removal of tree roots shall be included in the unit price within the Asphalt Concrete and Concrete removal areas.

Add the following subsection:
300-2.1.1 Requirements.

1. Bituminous Pavement. Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 1 inch of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

Bituminous pavement on curb and gutter, sidewalk or drive approaches shall be removed by heating with a torch to soften the pavement without creating smoke. Softening shall be performed until the bituminous material can be easily scraped away down to the underlying PCC surface. The blade used for scraping shall be maintained straight along its edge and clean. Bituminous material shall be scraped in this manner until it is completely removed.

300-2.9 Payment:
Replace this subsection with the following:

Payment for **EXCAVATE 20” OF EXISTING AC PAVEMENT AND SUBGRADE** shall be paid at

the Contract Unit Price per CUBIC YARD (CY). Such price shall constitute full compensation for furnishing all labor, materials, tools, equipment and incidentals for the sawcut, excavation, removal of existing AC pavement and subgrade, hauling and disposal of excess materials and no additional compensation shall be allowed therefor.

Payment for unclassified excavation performed as part of the work for “remove and replace” concrete bid items, including PCC pavement shall be paid for as part of the work for that item and no additional compensation shall be allowed therefor.

SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

This subsection is supplemented by the following paragraphs:

The Contractor shall pay special attention and take necessary actions around existing utility lines that may be affected by this work. The Contractor shall utilize non-vibratory mechanical compaction equipment in locations where utilities have shallow cover and where specified on the Plan and these Specifications.

301-1.3 Relative Compaction.

This subsection is supplemented by the following**:**

When pavement is to be placed directly on subgrade material or when base or subbase material, curb, cross gutter & spandrel, driveway, or sidewalks are to be placed on the subgrade material, the top 8 inches of such subgrade material shall be excavated and recompacted to a relative compaction of 95 percent.

Placement of crushed aggregate base shall conform to the requirements of Section 301-2, “Untreated Base” of the Standard Specifications. Crushed aggregate base shall conform to Section 200-2.2. The thickness of the crushed aggregate base section shall be as shown on the plans and called out in these Specifications.

The Agency will arrange to obtain and pay for the services of a materials testing or soils engineer to test the relative compaction of subgrade and of asphalt pavement placed by the Contractor. Costs incurred for retesting failed tests shall be the responsibility of the Contractor.

301-1.7 Payment.

This subsection is supplemented by the following:

The scarification, excavation, and compaction of subgrade soils shall be included in the costs of items that include placement and compaction of CRUSHED AGGREGATE BASE under AC pavement, PCC pavement, concrete curb and gutter, sidewalk, curb access ramps, cross gutters, spandrels and driveways and no additional compensation shall be allowed therefor.

301-2 UNTREATED BASE.

301-2.1 General.

This subsection shall be supplemented by the following:

Untreated base material shall be crushed aggregate base and shall conform to Section 200-2.2 of the Standard Specifications. Crushed aggregate base used for asphalt pavement

reconstruction shall be per this section and per the Engineer's Geotechnical Report.

301-2.4 Measurement and Payment.
This subsection shall be supplemented by the following:

Payment for **CONSTRUCT 12" CRUSHED AGGREGATE BASE** shall be paid at the Contract Unit Price per CUBIC YARD (CY). Such price shall constitute full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the grading, preparation of subgrade, scarification of the top 8" of subgrade underneath the crushed aggregate base, placement and compaction of crushed aggregate base and no additional compensation shall be allowed therefor.

SECTION 302 - ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT.
302-5.1 General.
Add the following to this subsection:

The following checklist shall be followed by the Contractor:

- ☐ Weed kill at least seven (7) days prior to any type of preparatory work (i.e., remove and replace, skin patching, crack sealing, placing ARAM interlayer, etc.
- ☐ Complete all asphalt concrete repair work (skin patching and/or remove and replace)
- ☐ Thermoplastic or paint removal, and/or raised pavement marker removals
- ☐ Crack preparation – blow out cracks and crack seal 3/8" wide or wider cracks (routing cracks first or crack filling (over banding)
- ☐ Sweep road prior to and after ARAM interlayer application
- ☐ Sweep road immediately prior to REAS seal application
- ☐ Striping, traffic marking, and raised pavement installation within seven (7) days of completing Asphalt Concrete surface course as shown on the plans and called out in the Specifications
- ☐ Sweep road as necessary or as directed by the Engineer

Cracks, joints, and holes to be filled shall be cleaned after cold milling.

Asphalt Concrete for asphalt concrete pavement repairs shall be placed on the same day as the removals are performed.

Asphalt Concrete for asphalt concrete slot pavement shall be Class B-PG 64-10. Tack coat shall conform with Subsection 302-5.2.3 as modified of these Special Provisions and shall be applied to the perimeter of all Asphalt Concrete removal and replacement locations and cold milling locations. All tack coat over spray on gutter edges shall be removed.

Add the following subsection:

302-5.1.1 Preparation and Crack Treatment.

A singular crack shall be considered to be a crack on the perimeter of an otherwise uncracked asphalt pavement area, a pavement block, exceeding 4 feet in minimum dimension. Such pavement area is defined by the cracks forming its perimeter. If Asphalt Concrete pavement is being constructed directly upon an existing Asphalt Concrete pavement: 1) Contractor shall spray all weeds in cracks with an approved herbicide, such as brand Roundup, a minimum of seven (7) days prior to paving. All weeds shall be resprayed if rain occurs within 48 hours after application; 2) all holes and cracks exceeding 1.5 inches deep by 5 inches wide by 7 inches long in all 3 dimensions shall be cleaned, tacked and filled with temporary 3/8” (cut-back) Asphalt Concrete compacted level with the top of the existing pavement; 3) all cracks and holes with weeds shall be routed clear to a depth of one-inch; 4) All cracks and joints 3/8” or greater in width shall be blown clear with high pressure air and filled with Crafco Polyflex Type III or equal. Crack and joint filling shall utilize a banding type applicator (crack banding machine or equivalent) or a “shoe” attachment on a wand, capable of spreading a band 2” to 3” wide over the crack while at the same time striking off the crack filler at a uniform thickness between 3/32” and 5/32.” Thickness shall not exceed 5/32,” but if so, crack filler shall be reheated and re-planed to the specified thickness by a method approved by the Engineer.

Cracks shall be cleaned of all dirt, sand, and debris using no less than a 175 cfm compressor at 100 psi to ensure cleanliness of asphalt walls to a proper depth (1:1 ratio). Cracks larger than 3/8” and wider shall be filled. Cracks in excess of 1” in width shall be filled with asphalt. The contractor is cautioned to make his/her own estimate of the linear footage of cracks to be filled. All filled cracks shall be made flush with surround pavement surface. All freshly applied sealants shall immediately be covered with sand or rock dust to prevent tracking by vehicle tires when opened to traffic. All debris generated by the pavement crack cleaning shall be removed from the area before the end of the day on which the cleaning occurs.

All vegetation shall be removed by mechanical means using a 1/4" wide rotating blade to ensure proper vegetation removal in narrow cracks. Prior to, or after removal, herbicide approved by the Engineer shall be applied to cracks. The approved herbicide should be applied at least seven (7) days prior to the placing of the crack filler or asphalt.

Sealant shall be applied according to the manufacturer’s specifications, using manufacturer’s recommended equipment. Manufacturer’s specifications and equipment recommendations shall be furnished to the Engineer prior to construction.

CRACK FILL CREW - CERTIFICATE OF PROCEDURES
No work shall begin without this certificate on site, signed by the foreman. As the on-site supervisor of the crack fill crew, I hereby certify that I am aware of and will provide for proper labor and equipment for the work as specified: " capable of spreading a band 2 to 3 inches wide over the crack, while at the same time striking off the crack filler at a uniform thickness between 3/32 and 5/32-inch thick." I also certify that I have verified that the crack fill material is the same material shown on the Certification of Compliance, or is the precise product identified in the specifications: Crafco Polyflex Type III

Print Name:
Signed Date

To ensure awareness of the Specifications by the crack fill crew, the foreman on the crack fill work shall fill out the following certificate, have the certificate at the site of the work, and present the certificate to the inspector on request.

The Engineer shall be notified in writing 24 to 48 hours prior to performing crack filling.

Payment for preparation and crack sealing shall be included in the Contract Unit Price for Asphalt Concrete and no additional compensation shall be allowed therefor.

302-5.2.3 Tack Coat.
Replace this subsection with the following:

Asphalt tack coat material shall be Thermoplastic Polymer Modified HPS No Track Tack (No Track Tack) by Paramount Petroleum, or an approved equal.

This item shall consist of full coverage of No Track Tack to be applied as tack coat between all contact surfaces for overlay and patch repairs. The material is to be applied at 325 degrees to 425 degrees F with a distributor truck at typical application rates of 0.08 to 0.15 gal/square yard. The exact application rate will be determined by surface conditions at time of application.

The Thermoplastic Polymer Modified HPS No Track Tack shall meet the following criteria:

Test	Method	Typical Properties	Specification
Digested whole tire rubber		2	1-3
Softening Point Degree F	D36	165	160 Min
Penetration @ 77 Deg. F 100g, 5 sec, Dmm	D-5	16	10 Min
Brookfield Viscosity @ 275 Deg. F cPs*	D4402	975	3000 Max
Brookfield Viscosity @ 350 Deg. F cPs*	D4402	185	300 Max

*BKF LV II, spdl #21 @ 20 RPM

The tack coat shall be applied to the existing pavement on the areas to receive Asphalt Concrete. The Engineer shall approve the exact rate and number of applications. Two heavy coats of No Track Tack shall be applied to vertical joints for patching. All contact surfaces with new asphalt shall be painted with tack coat immediately before the asphalt concrete is placed.

The tack coat shall be applied as specified in Subsection 302-5.8 of the Standard Specifications and these Special Provisions. No Track Tack shall be applied only when the existing surface is dry and the atmospheric temperature is 50 degrees F and rising. No material shall be applied

when rain is imminent.

The Thermoplastic Polymer Modified No Track Tack shall be heated slowly to 325 to 425 degrees F. At no time shall the product be heated above 450 degrees F. The product shall be applied through a distributor truck equipped with a heating unit and shall maintain tack coat at or above 325 degrees F. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the Thermoplastic Polymer Modified No Track Tack material within + 0.01 gallons per square yard tolerance of specified application rate and give uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device and thermometer. The application rates shall be 0.15 gallons per square yard for all Asphalt Concrete pavement and Asphalt Concrete overlay or as otherwise directed by the Engineer. If the pavement temperature reaches over 130 degrees F, the application rate will be reduced to minimum 0.08 gallons per square yard on overlay applications.

Paving asphalt shall not be applied until the preparation of the existing surface has been completed and thoroughly cleaned, and then only so far in advance of placing the Asphalt Concrete or overlay as permitted by the Engineer. The No Track Tack shall not be left exposed overnight.

Existing concrete curb faces and all concrete not to be overlaid shall be protected against disfigurement from the asphalt tack coat. Residue of the material shall be removed from concrete surfaces to return the concrete to its original condition unless otherwise directed by the Engineer. Excessive tracking of tack coat onto adjacent pavements will require immediate clean-up. If significant amounts of asphalt tack coat are tracked onto existing adjacent pavements, the contractor shall be required to clean it off to the satisfaction of the Engineer or provide a slurry seal to restore the pavement at their own expense. This shall apply to the entirety of asphalt haul routes to and from the project sites.

On all vertical joins of Asphalt Concrete patching, apply No Track Tack uniformly in two coats of 0.20 gallons per square yard each with full "break" in between. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees F in the shade. A tack coat shall be applied at the following:

Pavement joins
Areas where new pavement meets existing pavement
Areas where lift sections from pavement placed on different days meet
Trenches
Areas where existing striping has been sandblasted
Raised valves and manhole covers

302-5.9 Placement.
302-5.9.1 General.
This subsection shall be supplemented by the following:
Asphalt Concrete shall only be applied when the ambient temperature is between 65ºF and 105ºF (18ºC and 41ºC) and the surface temperature of the underlying material is a minimum of 65ºF (18ºC).

Each layer of Asphalt Concrete shall not exceed 3” in compacted thickness. Each layer shall be completely placed and compacted prior to commencement of successive layers. Tracks of wheels of spreading equipment shall not be operated on the top layer of Asphalt Concrete in any area until final compaction has been completed.

302-5.9.2 Joints.
This subsection shall be supplemented by the following:

Join lines between successive runs shall be within 6 inches of lane lines or center of street or a minimum of 14 feet outside of the outer most lane line or center of street, or 5 to 6 feet from a lane line or center of street and within a lane. The joint pattern for all pavement layers shall be submitted in writing to the Engineer for review and approval 2 weeks in advance of the first lift of pavement to be placed. No exceptions to the specified requirements for joints shall be anticipated, and the Engineer's decision shall be final.

302-5.10 Rolling.
This subsection shall be supplemented by the following:

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint. Rubber tire rollers shall be used on any leveling course.

Three rollers shall be provided for installation of Asphalt Concrete greater than 200 tons per hour, regardless of thickness.

Three wheeled rollers as specified in Subsection 302-5.10 shall not be permitted and pneumatic rollers shall be used only on lower layers.

302-5.11 Compaction.
302-5.11.1 General.
This subsection shall be supplemented by the following:

Initial breakdown compaction shall consist of a minimum of three (3) coverages of layers of Asphalt Concrete. A pass shall be the movement of a roller in both directions over the same path. Coverage shall consist of as many passes as are necessary to cover the entire width being paved. Overlap between passes during coverage, made to ensure compaction without displacement of material in accordance with good rolling practice shall be considered part of the coverage being made and not part of a subsequent coverage is started.

Prior to placing Asphalt Concrete and overlay, all vegetation shall be removed from the cracks in the pavement and all joints between the pavement and concrete gutters by the Contractor. The surface to be paved or overlaid shall be cleaned by the Contractor by washing, scraping, sweeping, blowing, vacuuming or other means as necessary to remove moisture, dirt, grease or other foreign matter which would reduce the bond between the overlay and the pavement.

302-5.14 Payment.
Replace this subsection with the following:

Payment for **CONSTRUCT 6" ASPHALT CONCRETE BASE COURSE (B-PG 64-10)** shall be paid at the Contract Unit Price per TON and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, tack coat, and other incidentals for doing all work, complete, and in place, involved in constructing AC base course, including preparation and crack sealing as indicated on the Plans and Contract Documents and no additional compensation shall be allowed therefor.

Payment for **CONSTRUCT 2" ASPHALT CONCRETE SURFACE COURSE (C2-PG 64-10)** shall

be paid at the Contract Unit Price per TON and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, tack coat, and other incidentals for doing all work, complete, and in place, involved in constructing AC overlay and/or surface course, including preparation and crack sealing as indicated on the Plans and Contract Documents and no additional compensation shall be allowed therefor.

Payment for **6" FULL-DEPTH AC (CLASS B-PG 64-10) SLOT PAVING** next to the curb and gutter, cross gutter, spandrel and driveways shall be included in the Contract Unit Price for curb and gutter, cross gutter, spandrel and driveways installed. Such price shall constitute full compensation for furnishing all labor, materials, equipment and incidentals for the sawcut, removal, preparation of subgrade, compaction, applying tack coat and placement of AC and no additional compensation shall be allowed therefor.

Add the following subsection:
302-5.14.1 Payment Reduction for Non-Compliance.

Payment to the Contractor shall be reduced for failure of the field test samples in accordance with the following table or as agreed upon with the Engineer. The Contractor's progress payment application shall be withheld for any field tests that are not addressed in a timely manner.

TABLE 302-5.14
REDUCED COMPENSATION FACTORS

Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
95.0	0.000	93.4	0.062
94.9	0.002	93.3	0.068
94.8	0.004	93.2	0.075
94.7	0.006	93.1	0.082
94.6	0.009	93.0	0.090
94.5	0.012	92.9	0.098
94.4	0.015	92.8	0.108
94.3	0.018	92.7	0.118
94.2	0.022	92.6	0.129
94.1	0.026	92.5	0.142
94.0	0.030	92.4	0.157
93.9	0.034	92.3	0.175
93.8	0.039	92.2	0.196
93.7	0.044	92.1	0.225
93.6	0.050	92.0	0.300
93.5	0.056		

Based on laboratory tests on Asphalt Concrete pavements revealing a highly significant loss of life span for each one (1) percent reduction of compaction, and the well-known catastrophic effect of oxidation and stripping of asphalt products due to interconnected voids that develop below 95 percent compaction, and the extreme expense of removing and replacing pavement not compacted to the specified minimum, a nominal deduction of payment will be applied for under-compacted Asphalt Concrete pavement. The Contractor in submitting a bid fully accepts the provisions in this Subsection 302-5.14.1 and agrees that the nominal payment deduction is

acceptable and reasonable for these purposes.

Payment reductions will be applied to Asphalt Concrete compacted less than 95 percent of maximum density, the specified minimum, and greater than 91.9 percent of the maximum density based on nuclear testing with Part 3 Test Site Selection of California Test 375 modified as follows: A lot will be one day's production or other lesser area of paving as determined by the Agency to be deficient in terms of compaction, and a pull will be the width between joints or edge of pavement as the lot is placed.

Test site selection will conform to California Test 375 Part 3, except the number of tests shall be the area of the lot in square feet divided by 400 and any test site within 0.5m of a grade break or pavement joint shall be relocated laterally towards the center of the pull to 0.5m from such joint or grade break.

The mathematical mean average of percent of maximum density represented by all these tests shall be calculated, except any test results outside of this mean plus two standard deviations based on all tests, shall be rejected. The mean average shall be calculated directly from the remaining values. A compensation reduction in conformance with Table 302-5.14 will be applied to the Contract Unit Price for Asphalt Concrete for material within any lot determined to be below minimum relative compaction, except any lot with tests indicating compaction 91.9 percent or less shall be removed and replaced at the Contractor's expense.

302-6 PORTLAND CEMENT CONCRETE PAVEMENT

302-6.1 General.
This subsection shall be supplemented with the following:

Removal and replacement of Portland Cement Concrete (PCC) pavement shall be as shown on the Plans and in accordance with SPPWC Standard Plan 132-4 and these Special Provisions. Concrete design mix shall meet the requirements of Class 520-A-2500 (310-A-17).

302-6.8 Measurement and Payment.
This subsection shall be replaced with the following:

Payment for **REMOVE AND REPLACE 9 INCHES THICK PCC PAVEMENT PER SPPWC STANDARD PLAN 132-4** shall be paid at the Contract Unit Price per SQUARE FOOT (SF) and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, saw cutting, excavation, removal and disposal of existing pavement, grading, scarification and compaction of existing subgrade, doweling, reinforcing steel if required, pouring of PCC pavement, backfilling, clean-up, curing and other incidentals for doing all work, complete, and in place as indicated on the Plans and Contract Documents and no additional compensation shall be allowed therefor.

302-10 ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM).
302-10.1 Application.
This subsection shall be supplemented by the following paragraphs:

ARAM interlayer shall be placed upon a clean dry surface. The pavement surface temperature shall be a minimum of 60°F (15°C) including shaded areas; the atmospheric temperature shall be a minimum of 65°F (18°C); the wind shall not adversely affect spray distribution; and all necessary equipment shall be in position and ready to commence placement operations prior to starting the

work. Contractor shall take temperature readings with a temperature measuring device approved by Engineer.

ARAM interlayer shall be applied by distributor equipment meeting the requirements of the following:

Distributor trucks shall meet the requirements for distributing equipment in accordance with Section 203-2.5 and be equipped with an internal heating device capable of evenly heating the material to a temperature of 425°F (218°C).

The distributor shall have a platform on the rear of the vehicle and an observer shall accompany the distributor. The observer shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur.

Material shall be applied at a rate between 0.55 to 0.65 gallons per square yard (2.5 to 3.0 L/m2) or as directed by the Engineer. Material spreading shall not be in excess of that which can be covered with aggregate within 15 minutes maximum.

At the time of delivery to the Work site, the temperature of the asphalt rubber shall be 300°F (149°C minimum). The asphalt rubber mixture may be applied to the roadway immediately following mixing and reacting at a temperature between 375°F (191°C) minimum to 425°F (218°C) maximum. However, if the material is not to be used within 6 hours of mixing, the mixture shall be allowed to cool below 300°F (149°C) for 12 hours maximum or to ambient temperature for longer periods and shall be uniformly reheated to a temperature between 375°F (149°C) minimum to 425°F (218°C) maximum at time of placement and conform to the viscosity requirements.

When joining edges against areas with cover aggregate, the joint shall be swept clean of excess aggregate prior to the adjacent application of asphalt rubber material. Transverse joints of the type shall be constructed by placing building paper across and over the end of the previous asphalt rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately.

Joints between areas of asphalt rubber without cover aggregate shall be made by overlapping asphalt rubber distributions. The excess material shall be dispersed by spreading with a squeegee or rake over a larger area of freshly applied asphalt rubber. The longitudinal joint between adjacent applications of screenings shall coincide with the line between designated traffic lines. All longitudinal joints shall be overlapped for complete coverage. The overlap shall not exceed 4 inches (100 mm). At longitudinal joints, the edge shall be broomed back and blended so there are no gaps and the elevations are the same, free from ridges and depressions.

The application of the asphalt rubber to areas not accessible with the distributor bar on the track shall be accomplished by using pressurized hand wands or other means approved by the Engineer.

Application of asphalt rubber shall be discontinued sufficiently early in the workday to permit completion of initial sweeping prior to termination of traffic control.

302.10.2 Screenings.
This subsection shall be supplemented by the following paragraphs:

Following the application of the asphalt rubber, screenings conforming to Section 200-1.2.2.3

shall be placed over all areas receiving asphalt rubber. Screenings shall be applied (within a maximum of 15 minutes) at a temperature between 260°F (127°C) minimum to 325°F (163°C) maximum at a rate of 28 to 40 pounds per square yard (15 to 22 kg/m2) as directed by the Engineer. Stockpiling of screenings after preheating and precoating with paving asphalt will not be permitted.

The Contractor shall prevent any vehicle, including construction equipment, from driving on the uncovered asphalt rubber. Screenings shall be placed with a self-propelled aggregate-spreading machine that can be adjusted to accurately spread the specified amounts per square yard (m2). Trucks for hauling screening material shall conform to Section 302-2.3.

Initial rolling shall commence within 90 seconds following the placement of screenings. Rolling shall be accomplished by 3 self-propelled, pneumatic-tired rollers meeting the requirements of Section 302-5.10 except that the tires shall be inflated to 100 pounds per square inch (690kPa). The operating weight of each roller shall be a minimum of 16,000 pounds (7200 kg). If in the opinion of the Engineer, complete coverage may be provided by 2 rollers in one pass, then 2 pneumatic-tired rollers will be sufficient. The initial rolling equipment shall maintain a distance of not more than 200 feet (60 m) behind the cover- aggregate spreader on the first pass. There shall be at least 4 complete coverages (single pass in one direction) by the pneumatic-tired rollers before final roller coverage. A steel-drum roller weighing 8 tons (7.2 tonnes) minimum to 10 tons (9.1 tonnes) maximum shall complete the final roller coverage.

Sweeping shall be a multi-step operation following final rolling of the aggregate. A power broom shall be used to remove loose material without dislodging aggregate set in the asphalt rubber. The initial sweeping shall be a light brooming on the same day as ARAM placement. The ARAM shall be maintained free of loose screenings for a minimum of 5 Working Days following placement. During this period, the surface shall be swept as necessary to remove any loose cover material as directed by the Engineer. Final sweeping shall be done and all loose aggregate shall be removed prior to acceptance and placement of Asphalt Concrete surface course. The sweeping operations shall be accomplished without the use of gutter brooms or steel-tined brooms.

Immediately upon opening the street to traffic, the Contractor shall start removing loose aggregate from parkways, sidewalks, and intersecting streets. Both operations shall continue until all excess or loose aggregate is removed from the roadway surface and abutting adjacent areas.

At the option of the Engineer, rock dust blotter material shall be applied immediately after the initial pass of the rollers or after sweeping, but prior to opening to traffic to prevent bleeding and pickup of the asphalt rubber material. Rock dust blotter confirming to Section 200-1.2 shall be uniformly applied using a mechanical spreader at a rate of 2 pounds per square yard (1.1 kg/m2) minimum to 4 pounds per square yard (2.2 kg/m2) maximum. If the ARAM is to be used as a finished surface, a flush coat shall be used.

The Contractor shall protect all existing manhole, valve, survey monument, and other miscellaneous frames and covers. The Contractor shall cooperate with the owners of any frames and covers and shall cover and completely protect them with heavy roofing paper or other suitable material. Petroleum- based release agents shall not be used for this purpose.

302-10.5 Measurement and Payment.
This subsection shall be revised as follows:

Payment for **INSTALL 3/8" THICK ARAM INTERLAYER** shall be paid per Contract Unit Price per SQUARE FOOT (SF). Unless otherwise specified, such price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for pavement preparation, crack sealing, furnishing and placing materials required, compaction, including rock dust blotter, sweeping, and appurtenant work needed to complete the work in place.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-4 MASONRY CONSTRUCTION.
303-4.1.5 Measurement and Payment.
This subsection shall be supplemented by the following:

Payment for **CONSTRUCT CMU RETAINING WALL (TYPE A) PER SPPWC PLAN NO. 618-3** shall be per the Contract Unit Price per LINEAR FOOT (LF) and shall include full compensation for furnishing labor, materials, equipment, and incidentals to complete the work in place, including excavation, grading, removal and disposal of existing improvements, preparation of subgrade including compaction, forming, placing of reinforcing steel, pouring of concrete footing, backfill, cleanup and appurtenant work and no additional compensation will be allowed therefor.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS
303-5.1.1 General.
This subsection shall be supplemented by the following:

The minimum thickness of walks and/or sidewalks shall be four inches (4") and the minimum thickness of cross gutters shall be eight inches (8").

303-5.1.2 Drainage Outlets Through Curb.
This subsection shall be supplemented by the following:

Drainage outlets and parkway drain through curbs shall be as shown on the Plans and shall conform with the City of Norwalk Standard Plan Nos. 107A and 107B and SPPWC Standard Plan 150-4 as specified in these Special Provisions.

Payment for **CONSTRUCT PARKWAY DRAIN PER CITY OF NORWALK STANDARD PLAN NO. 107A** shall be per the Contract Unit Price per EACH (EA) and shall include furnishing labor, materials, equipment, tools and incidentals to complete the work and no additional compensation shall be allowed therefor.

Payment for **CONSTRUCT PARKWAY DRAIN PER CITY OF NORWALK STANDARD PLAN NO. 107B** shall be per the Contract Unit Price per EACH (EA) and shall include furnishing labor, materials, equipment, tools and incidentals to complete the work and no additional compensation shall be allowed therefor.

Payment for **REMOVE AND REPLACE EXISTING 14" INLET PER SPPWC STANDARD PLAN NO. 150-4** shall be per the Contract Unit Price per EACH (EA) and shall include furnishing labor, materials, equipment, tools and incidentals to complete the work and no additional compensation shall be allowed therefor.

303-5.1.3 Driveway Entrances.
This subsection shall be supplemented by the following:

Driveway entrance or approaches curbs shall be as shown on the Plans and shall conform with the City of Norwalk Standard Plan Nos. 102A and 102B and as specified in these Special Provisions.

Concrete driveways shall be Class 560-C-3250.

Payment for **REMOVE AND RECONSTRUCT PCC DRIVEWAY APPROACH AND PRIVATE DRIVEWAY PER CITY OF NORWALK STANDARD PLAN NOS. 102A AND 102B** shall be per the Contract Unit Price per SQUARE FOOT (SF) and shall include saw cutting, excavation, expansion joint at back of gutter, compaction, grading, removal and disposal of materials (including removal, repairs, and replacement of landscaping, hardscape, and irrigation), preparation of subgrade, asphalt concrete slot paving, and maintaining safe driveway access. The Contract Unit Price per SF shall include removal and replacement of private driveways as may be required for the transition of PCC driveway resurfacing and no additional compensation will be allowed therefor.

Add the following subsections:
303-5.1.4 Curbs & Gutters.

Concrete curb and gutter and gutter plate only shall be per City of Norwalk Standard Plan Nos. 105A, 105B, and 105-R and as indicated on the Plans and shall be constructed on 6-inch thick 95% compacted Crushed Aggregate Base material.

Concrete curb and gutter and gutter plate only shall be constructed to the line and grades as determined in the field or as ordered by the Engineer. Existing curb and gutter and gutter plate only to be joined shall be sawcut on a neat, straight line at the join location. Curb and gutter and gutter plate only construction shall occur prior to all cold milling and paving operations.

Concrete curb and gutter and driveways shall be Class 520-C-2500.

Any and all gas or water valves falling within the limits of the gutter construction shall be adjusted to the finished grade of the new gutter. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Payment for **REMOVE AND REPLACE TYPE A-2 CONCRETE CURB AND GUTTER PER CITY OF NORWALK STANDARD PLAN NOS. 105A, 105B, AND 105-R** shall be per the Contract Unit Price per LINEAR FOOT (LF) and shall include adjoining portions of curb and gutter, saw cutting, excavation, grading, removal and disposal of existing improvements, preparation of subgrade including compaction, backfill, asphalt concrete slot paving, cleanup and appurtenant work and no additional compensation will be allowed therefor.

The Contractor shall modify existing irrigation system where it conflicts with the proposed curb and gutter. Modify, revise, and reconnect irrigation system as necessary to retain the original intent and watering of the irrigation system. Payment for any irrigation modification shall be included per contract unit price bid per LINEAR FOOT of curb and gutter removal and reconstruction and no additional compensation will be allowed therefor.

The Contractor shall remove tree root systems as necessary for the construction of curb and gutter. Payment for removal and disposal of tree roots including grading, preparation of subgrade, including compaction, shall be paid per the Contract Unit Price per LINEAR FOOT of PCC curb

and gutter constructed. No additional compensation will be allowed therefor.

303-5.1.5 Walk.

Concrete sidewalk shall be per City of Norwalk Standard Plan No. 104 as indicated on the Plans and shall be constructed on 6-inch thick 95% compacted Crushed Aggregate Base material.

Concrete sidewalk shall be Class 520-C-2500 and 4 inches thick. Finish, appearance, score lines and color shall match existing surrounding sidewalk.

Payment for **CONSTRUCT NEW 4" PCC SIDEWALK PER CITY OF NORWALK STANDARD PLAN NO. 104** shall be per the Contract Unit Price per SQUARE FOOT (SF) and shall include excavation, grading, removal and disposal of existing improvements (including hardscaping, landscaping and irrigation improvements), preparation of subgrade including compaction, placement and compaction of 6" crushed aggregate base, backfill, asphalt concrete slot paving, cleanup and appurtenant work and no additional compensation will be allowed therefor.

The Contractor shall modify existing irrigation system where it conflicts with the proposed sidewalk. Modify, revise, and reconnect irrigation system as necessary to retain the original intent and watering of the irrigation system. Payment for any irrigation modification shall be included per contract unit price bid per SQUARE FOOT of sidewalk removal and reconstruction and no additional compensation will be allowed therefor.

The Contractor shall remove tree root systems as necessary for the construction of sidewalk. Payment for removal and disposal of tree roots including grading, preparation of subgrade, including compaction, shall be paid per the Contract Unit Price bid per SQUARE FOOT of PCC sidewalk constructed. No additional compensation will be allowed therefor.

303-5.1.6 Access Ramps.

Concrete curb access ramps shall be per SPPWC Plan No. 111-5, case and type per Plans. Concrete shall be Class 520-C-2500.

Concrete curb access ramps shall be constructed to the line, grades and designs shown on the plans and as directed by the Engineer. Each curb access ramp will require the specific tailoring of the detail to match the existing conditions within the limits provided by the standard detail. Contractor shall be required to coordinate with the Engineer, Field Inspector and the City prior to saw cutting in order to ensure full agreement on limits and locations of the ramps. It shall be the contractor's responsibility to ensure that full Americans with Disabilities Act (ADA) compliance is achieved at each curb access ramp location.

Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. Any and all gas or water meter boxes falling within the limits of curb access ramp construction shall be adjusted to the finished grade of the new curb access ramp. Any and all street name or roadway signs within the limits of the curb access ramp shall be protected in place or re- installed by the Contractor as part of this work item. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Payment for **REMOVE AND RECONSTRUCT PCC CURB RAMPS PER SPPWC 111-5** shall be per the Contract Unit Price per EACH (EA. The price bid for each ramp installation shall include the following: removals of existing improvements, adjustments to grade, grading, compaction of

subgrade, construction of access ramp including truncated domes, construction of sidewalk adjacent to ramp and curb and gutter from beginning of curb return to end of curb return, and retaining curb at the back of the ramp. No additional compensation shall be allowed therefor.

Detectable Warning Surface - the detectable warning surface shall be in conformance with the requirements in SSPWC Plan No. 111-5. The detectable warning surface required for new PCC curb access ramps shall be cast-in-place manufactured by Armorcast Products Company, (818) 982-3600, www.armorcastprod.com or approved equal. The detectable warning surface for retrofit installations shall be Flexible Detectable Warning Surface manufactured by Detectable Warning Systems INC, (866) 999-7452, www.detectable- warning.com or manufactured by Armorcast Products Company or approved equal. The color shall be Federal Yellow or approved equal and size to be typically 4' x 3' or as shown on the plans. The truncated dome mat shall be installed across the entire width of the bottom of the curb access ramp and shall be installed per the manufacturer's installation recommendations or as directed by the Engineer.

At a minimum, the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area.

Payment for the furnishing and installation of Detectable Warning Surface shall be included in the Contract Unit Price per EA of PCC Curb Ramp installed and no additional compensation will be allowed therefor.

303-5.9 Measurement and Payment.
Replace this subsection with the following:

Payment for **REMOVE EXISTING CROSS GUTTER AND CONSTRUCT NEW PCC CROSS GUTTER PER CITY OF NORWALK STANDARD PLAN NO. 106-A** shall be paid at the Contract Unit Price per SQUARE FOOT (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals required to remove and construct a new PCC cross gutter and spandrel as shown on the Plans and specified in these Special Provisions. Payment shall include the following: saw cutting, excavation, removal and disposal of existing improvements, adjustments to grade, grading, compaction of subgrade, installation of crushed aggregate base, forming and pouring of cross gutter, backfilling, asphalt concrete slot paving, clean up and appurtenant work and no additional compensation shall be allowed therefor.

Payment for **REMOVE EXISTING PCC SPANDREL AND CONSTRUCT NEW PCC SPANDREL PER CITY OF NORWALK STANDARD PLAN NO. 106-A** shall be paid at the Contract Unit Price per SQUARE FOOT (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals required to remove and construct a new PCC cross gutter and spandrel as shown on the Plans and specified in these Special Provisions. Payment shall include the following: saw cutting, excavation, removal and disposal of existing improvements, adjustments to grade, grading, compaction of subgrade, installation of crushed aggregate base, forming and pouring of spandrel, backfilling, asphalt concrete slot paving, clean up and appurtenant work and no additional compensation shall be allowed therefor.

Payment for **REMOVE EXISTING RAISED CONCRETE MEDIAN AND CONSTRUCT NEW RAISED CONCRETE MEDIAN PER LOS ANGELES COUNTY ROAD DEPARTMENT STANDARD PLAN NO. 28-01** shall be paid at the Contract Unit Price per SQUARE FOOT (SF) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required to remove and reconstruct new raised concrete median, including saw

cutting, removal, excavation, grading, preparation of subgrade, compaction, backfilling, construction of concrete hardscaping, modification of existing landscaping and irrigation and appurtenant work. No additional compensation shall be allowed therefor.

Payment for **MODIFY RAISED CONCRETE MEDIAN CURB & GUTTER PER LOS ANGELES COUNTY ROAD DEPARTMENT STANDARD PLAN 28-01** shall be paid at the Contract Unit Price per LINEAR FOOT (LF) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required to remove and reconstruct new raised concrete median curb and gutter, including saw cutting, removal, excavation, grading, preparation of subgrade, compaction, construction of Type A3 curb and gutter, backfilling, asphalt concrete slot paving and appurtenant work. No additional compensation shall be allowed therefor.

SECTION 309 – MONUMENTS
This subsection shall be supplemented by the following:

The Contractor shall be responsible for the accuracy of surveying adequate for construction; however, the task of surveying itself shall be performed under the direction of a Licensed Land Surveyor or Professional Engineer whom is authorized to practice land surveying in the State of California, retained or provided for by the Contractor.

The Contractor shall be required to provide adequate survey control for the reconstruction of all curb returns where new curb ramp construction is required and any street requiring total removal of the existing pavement section, in order to re-establish the horizontal locations and final elevations of new ramp and curb returns, centerline and/or crown line and existing vertical curves, as directed by the Engineer, prior to the start of any construction.

The Contractor shall not disturb survey monuments, lot stakes (tagged), or benchmarks without the consent of the Engineer. The Contractor shall bear the expense of replacing any that may be disturbed or damaged during construction. Replacement shall be done by the City under the direction of a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying in the State of California

Perform work as designated on the Plans and as instructed and discussed in the Pre-Construction Meeting and per Section 3-10 of these Specifications. Furthermore, the Contractor shall be responsible for protecting in place monuments that are not proposed to be removed outside the project limits. Such monuments damaged by the Contractor as part of its construction operations shall be replaced by the Contractor and no additional compensation shall be allowed therefor.

309-4 PAYMENT.
This subsection shall be supplemented by the following:
Payment for this item shall be made at the contract LUMP SUM (LS) price for **CONSTRUCTION SURVEYING AND MONUMENT PRESERVATION** and shall include, but not be limited to, furnishing all labor, materials, equipment and incidentals necessary to complete surveying service; re-establishing monuments, centerline ties, corner ties, and any other survey markers damaged by the Contractor's operations as may be required; and no additional compensation will be made therefor. Replacement of monuments, centerline ties, corner ties, and any other survey monuments shall include the filing of any required documentation with the County. All such work shall be as provided herein, and/or directed by the Engineer. Payment will be made on a pro-rata basis of the price bid will be paid with each payment application based on the value of work completed.

Add the following subsection:

309-5 RESTORE CENTERLINE TIES AND MARKERS

Monument preservation surveying necessary to complete the work shown on the plans and provided for in these contract documents and specifications shall also be accomplished by the City in accordance with Section 8771 of the Business and Professional Code. In accordance with Section 8771 of the Business and Professional Code, the Contractor shall hire a licensed land surveyor to inspect the project limits and identify all survey monuments and associated centerline ties found within the project limits.

The Contractor shall determine all centerline ties and markers that need to be replaced prior to construction. Prior to the commencement of construction, obtain centerline tie notes to a minimum of four (4) centerline tie points set in existing curbs or other durable features in the near vicinity of the existing Monument with a measured distance from each tie point to the centerline monument per Los Angeles County standards.

After construction, replace all centerline ties and markers disturbed or destroyed by construction in kind per Los Angeles County standards. File Corner Records of the centerline tie notes and corner records prepared by the Contractor's surveyor to Los Angeles County Surveyor's Office for approval, pursuant to sections 8700 to 8806 of the Business and Professions Code.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL.

This subsection shall be supplemented by the following paragraphs:

Traffic striping, pavement markings and pavement markers within the work area shall be installed in accordance with the plans, latest edition of CA MUTCD, latest edition of the State of California Department of Transportation (Caltrans) Standard Plans and Specifications.

Section 84 of the Caltrans Standard Specifications shall be amended as follows:

SECTION 84 - MARKINGS
84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS
84-2.02 Materials
84-2.02C Thermoplastic

Thermoplastic shall comply with Caltrans Specification PTH-02SPRAY, PTH-02HYDRO, or PTH-02ALKYD.

84-2.02G Paint

Curb markings shall be paint. Paint shall be ready-mixed rapid dry type.

Ready-mixed paints shall be suitable for use on either AC or PCC.

84-2.03. CONSTRUCTION
84-2.03A General

The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50 feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5 feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the Plans.

Adhesive for raised pavement markers shall be per Section 81, “Pavement Markers.”

84-2.03B Application of Stripes and Markings
84-2.03B(2)(d) Thermoplastic Traffic Stripes and Pavement Markings with Enhanced Wet-Night Visibility

A thermoplastic traffic stripe or pavement marking with enhanced wet-night visibility consists of a single uniform layer of thermoplastic and two layers of glass beads. The first layer of glass beads must be on the Authorized Material List for high-performance glass beads. The color of the glass beads must match the color of the stripe or marking to which they are being applied. The second layer of glass beads must comply with AASHTO M 247, Type 2. The glass beads used in both layers must be surface treated for use with thermoplastic under the bead manufacturer's instructions.

Within fourteen (14) days of applying a thermoplastic traffic stripe or pavement marking with enhanced wet-night visibility, the retroreflectivity must be a minimum of 700 mcd·m-2·lx-1 for white stripes and markings and 500 mcd·m-2·lx-1 for yellow stripes and markings when measured under ASTM E1710.

Use a ribbon-extrusion or screed-type applicator to apply thermoplastic traffic stripes with enhanced wet-night visibility. Operate the striping machine at a speed of 8 mph or slower during the application of the stripe and glass beads.

Apply the stripe at a rate of at least 0.57 lb of thermoplastic per foot of 6-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.090-inch thick.

Apply thermoplastic pavement marking at a rate of at least 1.06 lb of thermoplastic per square foot of marking. The applied thermoplastic pavement marking must be at least 0.100-inch thick.

Apply thermoplastic traffic stripe and both types of glass beads in a single pass. First apply the thermoplastic, followed immediately by consecutive applications of high-performance glass beads and then AASHTO M 247, Type 2, glass beads. Use a separate applicator gun for each type of glass bead.

You may apply glass beads by hand on pavement markings.

Uniformly distribute glass beads on traffic stripes and pavement markings. Apply high-performance glass beads at a rate of at least 6 lb of glass beads per 100 sq ft of stripe or marking. Apply AASHTO M 247, Type 2, glass beads at a rate of at least 8 lb of glass beads per 100 sq ft of stripe or marking. The combined weight of the 2 types of glass beads must be greater than 14 lb of glass beads per 100 sq ft of stripe or marking.

The striping notes and legends have been provided as a guide for striping replacement. The notation of specific items on the plans shall in no way relieve the Contractor from the responsibility to replace all striping and markings in kind. The Contractor shall be required to replace all pavement markings, striping, marks and legends in kind as well as all noted striping construction notes on the plans.

Pavement marking stencils shall match those used by the City of Norwalk.

Reflective and non-reflective raised pavement markers (RPM's) shall be placed as part of the second coat of striping. A blue RPM shall be placed in the street at each fire hydrant location per the direction of the Engineer. Two-way blue raised pavement markers - Type I shall be installed offset from the centerline of the street in line with existing fire hydrants per California MUTCD Figure 3B-102 (CA).

314-2 REMOVAL OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.
314-2.1 General.
This subsection shall be supplemented by the following**:**

Existing paint and/or thermoplastic striping and pavement markings shall be removed from the existing pavement by grinding as directed by the Engineer. Sandblasting is only permitted for removal of painted curb. Care shall be taken by the Contractor so as not to allow sandblast material to enter a storm drain or catch basin. Sandblast material shall immediately be cleaned up upon completion of the sandblast operation.

Existing traffic stripes, pavement legends, and markings that do not conform to the plans shall be removed by grinding method per Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings" of the State Standard Specifications.

314-2.3 Payment
Replace this subsection with the following:

Payment for removal of existing traffic striping, curb and pavement markings shall be included in the Contract Unit Price per LUMP SUM (LS) for TRAFFIC STRIPING, PAVEMENT MARKERS, CURB AND PAVEMENT MARKINGS AND SIGNAGE and no additional compensation will be allowed therefor.

314-3 REMOVAL OF PAVEMENT MARKERS.

314-3.1 General.
This subsection shall be supplemented by the following**:**

Raised pavement markers shall be removed from the existing pavement by grinding as directed by the Engineer per Section 81-8.03B, “Remove Pavement Markers,” of the State Standard Specifications.

314-3.3 Payment
Replace this subsection with the following:

Payment for removal of existing pavement markers shall be included in the Contract Unit Price per LUMP SUM (LS) for TRAFFIC STRIPING, PAVEMENT MARKERS, CURB AND PAVEMENT MARKINGS AND SIGNAGE and no additional compensation will be allowed therefor.

314-4.4 Thermoplastic Traffic Striping and Pavement Markings
314-4.4.1 General.
This subsection shall be supplemented by the following**:**

Installation of thermoplastic striping and pavement markings shall conform to Section 84-2.03B “Application of Traffic Stripes and Pavement Markings,” and Section 84-2.03B(2)(d) “Thermoplastic Traffic Stripes and Pavement Markings with Enhanced Wet-Night Visibility” of the State Standard Specifications and these Special Provisions.

314-4.4.6 Payment
Replace this subsection with the following:

Payment for **TRAFFIC STRIPING, PAVEMENT MARKERS, CURB AND PAVEMENT MARKINGS AND SIGNAGE** shall be paid at the Contract Unit Price per LUMP SUM (LS) and shall include full compensation for all labor, materials, tools, equipment, and incidentals required to remove existing traffic striping, pavement markers, curb and pavement markings and signage and install new traffic striping, pavement markers, curb and pavement markings and signage and no additional compensation shall be allowed therefor.

314-5 PAVEMENT MARKERS
314-5.4 Placement.
This subsection shall be supplemented by the following:

Blue raised reflective pavement markers shall be installed adjacent to all existing fire hydrants in accordance with the latest CA MUTCD.

314-5.7 Payment
This subsection shall be supplemented by the following
:
Payment for removal and installation of blue raised reflective pavement markers shall be included in the Contract Unit Price for TRAFFIC STRIPING, PAVEMENT MARKERS, CURB AND PAVEMENT MARKINGS AND SIGNAGE and no additional compensation shall be allowed therefor.

Add the following section:

SECTION 315 – TRAFFIC SIGNING

315.1 General.

Traffic signing within the area of work shall be installed in accordance with the improvement plans, the latest edition of the CA MUTCD, the latest edition of the State of California Department of Transportation Standard Specifications, Sections 81, 82, and 84.

All sign facing shall be manufactured of Diamond Grade VIP Sheeting. All signs shall have anti-graffiti film coating and size shall comply with the latest CA MUTCD.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be 2-inch square “Qwik Punch” posts. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

Drill holes for bolts, threaded rods, or expansion anchorage devices drilled in existing concrete by a method that will not shatter the concrete adjacent to the holes.

Repair any spalling or chipping of concrete structures at contractor’s expense.

The date of installation of a sign is to be embossed on the back of the sign with 1/2" lettering size and shall be considered as the start of the warranty period. “Property of City of Norwalk” should also be embossed on the back of the sign.

No signs will be allowed on traffic signal poles, unless otherwise shown on the plans or as directed by the Engineer. The Contractor shall remove, replace or install signs mounted on traffic signal poles and mast arms as shown on the plans or as directed by the Engineer.

No signs shall be placed on wood poles at any time.

Larger (wide) signs shall be mounted on top of a sign combination.

No sign shall have an outside edge closer than one (1) foot to the back of the curb, unless otherwise approved by the Engineer.

Sign panel facing shall be perpendicular to approaching traffic unless otherwise specified by the Engineer.
Signs shall be mounted on posts in a good workmanship manner using metal hardware suitable for the type of installation made.

Installation materials shall be stainless steel and theft proof.

Signs shall be kept a minimum distance of fifteen feet (15’) from trees, power poles, etc. Signs shall be kept far away from trees so that tree growth will not obstruct the visibility of the traffic sign. Exact locations shall be determined by the Engineer.

Sign posts shall be installed three feet (3’) minimum behind curb face. Sign posts installed within the sidewalk must maintain a minimum of four feet (4’) horizontal clearance for pedestrians.

315.2 Payment.

Payment for removal of existing signs and installation of new signs shall be included in the Contract Unit Price per LUMP SUM (LS) for TRAFFIC STRIPING, PAVEMENT MARKERS, CURB AND PAVEMENT MARKINGS AND SIGNAGE and no additional compensation shall be allowed therefor.

PART 4
EXISTING IMPROVEMENTS

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL

Replace the first sentence of second paragraph with the following:

The Contractor shall relocate, repair, replace, or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalk, driveways, fences, walls, sprinklers, signs, utility installations, pavements, structures, storm drain pipes, etc.), which are damaged or removed as a result of their operations or as required by the plans and specifications.

The Contractor shall protect and maintain all existing trees and shrubs (plantings) to remain from the first day of work under this Contract to acceptance. In similar fashion, the Contractor shall protect and maintain all improvements and facilities in place to remain from the first day of work under this Contract to acceptance. The Contractor shall notify the City Engineer or his/her designee of any damage to any existing plantings, improvements, or facilities as soon as possible. The Contractor shall replant or repair any damage to the satisfaction of City Engineer or his/her designee at no additional cost to the City.

Add the following sentence:
The replacement of hardscape at City parks and facilities may involve extra care to protect surrounding lawns and surfaces. Protection for pedestrians must be provided at all times.

400-2 PERMANENT SURVEY MARKERS

Replace the second paragraph with the following:

The Contractor shall submit to the Engineer a minimum of seven (7) days prior to the start of Work a list of controlling survey monuments which may be disturbed. The Contractor shall bear the expense of replacing any survey monuments that may be disturbed without permission. Payment of preservation and replacement of survey monuments shall be made in accordance with Sections 3-10 Surveying, 309-4 Payment and 400-3 Payment. Replacement shall be done only under the direction of the Engineer by a Registered or Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying in California. The Contractor will hire a licensed Engineer to:

Set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed.

File a Corner Record or Record Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.

File a Corner Record or Record Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

400-3 Payment

Replace this subsection with the following:

No separate or additional payment will be made for 1) protection of existing improvements, and 2) restoration of existing improvements. All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the various bid items, and no additional compensation shall be allowed therefor. Permanent survey markers will be restored at the Contractor's own expense.

SECTION 401 – REMOVAL

401-2 ASPHALT CONCRETE PAVEMENT

This subsection shall be supplemented by the following:

Asphalt Concrete (AC) shall be removed to clean straight lines by saw cutting before placement of new materials. Prior to placement of AC pavement, the contact surfaces shall be thoroughly cleaned by approved procedures. All loose materials, paints, chemicals, and oil deposits on the surfaces shall be removed. For overlay paving, a tack coat of hot asphalt shall be applied to all contact surfaces.

Payment for removal and replacement of AC within 2 feet of concrete items will be made as part of the work for "remove and replace" concrete bid items, which shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required for removal and disposal of pavement, base materials, tack coat and placement of new AC and no additional compensation will be allowed therefor.

Payment for removal and replacement of AC beyond 2 feet of concrete items being repaired will be made as part of at the work for "remove and replace" miscellaneous asphalt, which shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required for removal and disposal of pavement, base materials, and placement of new AC and no additional compensation will be allowed therefor.

SECTION 402 – UTILITIES

402-1 LOCATION

402-1.1 General.

This subsection shall be supplemented by the following:

The location and existence of any underground utility or substructure have not been obtained. The methods used and costs involved in locating existing underground utilities, services, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing utilities, which may include contacting Underground Service Alert (USA) and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by USA during the course of the project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City of Norwalk.

Government Code Section 4216 et seq. requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at 811 a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____
Dated:

("CONTRACTOR")

By:
Printed Name:
Title:

By:
Printed Name:
Title:

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City of Norwalk upon request.

402-1.2 Payment.
Payment for utility location including potholing by the Contractor shall be included in the various contract items of work and no additional compensation shall be allowed therefor.

Add the following subsection:
402-1.3 Entry by Utility Owners.

The right is reserved to the owners of public utilities or franchises to enter the project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the utility owners to alter, relocate or reconstruct a utility, or when the Contract Documents are silent in this regard and it is determined by the Engineer that the utility owners must alter, relocate or reconstruct a utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective utility owners. City employees and agents shall likewise have the right to enter upon the project site at any time and for any reason or no reason at all.

402-2 PROTECTION
This subsection shall be supplemented by the following:

The Contractor shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities, including service laterals, and other improvements indicated on the drawings that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the City Engineer or his/her designee.

If Contractor damages or breaks the existing utilities, it will be the Contractor’s responsibility to repair the utilities at no cost to the utility company or the City.

402-3 REMOVAL
This subsection shall be supplemented by the following**:**

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the Engineer. The remaining portion of the existing utility, which is left in place shall be accurately recorded, in elevation and plan on the control set of Contract Drawings.

402-4 RELOCATION
This subsection shall be supplemented by the following**:**

The Contractor shall cooperate fully with all utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

402-6 COOPERATION
This subsection shall be supplemented by the following**:**

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work and no additional compensation shall be allowed therefor.

Add the following subsection:

402-7 NOTIFICATION

The Contractor shall notify the Engineer and the owners of all utilities and substructures not less than forty-eight (48) hours before 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 accurate:

Agency: Southern California Edison (SCE)
Phone Number: (562) 903-3138
Contact Person: Scott Silvestri

Agency: SoCalGas
Phone Number: (213) 231-5427
Contact Person: Eddie Cortez

Agency: Frontier Communications
Phone Number: (562) 322-1086
Contact Person: Otto Peterson

Agency: Charter Communications
Phone Number: (562) 322-9624
Contact Person: Erik Lemus

Agency: Verizon
Phone Number: (562) 903-7915
Contact Person: Ray Roundtree

Agency: Golden State Water Company
Phone Number: (562) 667-7177
Contact Person: David Mataitusi

Agency: Liberty Utilities
Phone Number: (562) 805-2067
Contact Person: Brett Ommen

Agency: City of Norwalk - Sewer
Phone Number: (562) 929-5599
Contact Person: Marco Ramirez

Agency: L.A. County Sanitation Districts
Phone Number: (562) 908-4288, ext. 1205
Contact Person: John Ganz

Agency: Chevron Oil Company
Phone Number: (714) 228-1506
Contact Person: Al Super

Agency: Crimson Oil
Phone Number: (562) 285-4107
Contact Person: Shenan Lovrien

Agency: Athens Services (Trash)
Phone Number: (626) 290-1459
Contact Person: Jorge Rodriguez

SECTION 403 – MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-3 MANHOLES IN ASPHALT CONCRETE PAVEMENT

This subsection shall be supplemented by the following:

All telecommunication manholes shall be adjusted by the telecommunication utility company. The Contractor shall be responsible for coordinating with the telecommunication utility company representative and City during construction.

All gas valves shall be adjusted by Southern California Gas Company. The Contractor shall be responsible for coordinating with the Southern California Gas Company representative and City during construction.

Pavement patch material around all frames and covers shall conform to the finish AC pavement specifications.

Any PCC collars around manholes shall be replaced. Costs for the replacement shall be included in the cost of the adjustment of manhole frames and covers and no additional compensation shall be allowed therefor.

403-5 Payment.

This subsection shall be replaced by the following:

Payment for **ADJUST WATER VALVE BOX AND COVER TO GRADE** shall be paid at the Contract Unit Price per EACH (EA) and include full compensation for all labor, materials, tools, equipment, and incidentals required to adjust valve box and cover to grade, including forming and pouring concrete collar around the valve box and placing asphalt concrete around the valve box cover to finish grade and no additional compensation shall be allowed therefor.

Payment for **ADJUST WATER METER BOX AND COVER TO GRADE** shall be paid at the Contract Unit Price per EACH (EA) and include full compensation for all labor, materials, tools, equipment, and incidentals required to adjust water meter box and cover to grade.

Payment for **ADJUST SEWER MANHOLE FRAME AND COVER TO GRADE** shall be paid at the Contract Unit Price per EACH (EA) and include full compensation for all labor, materials, tools, equipment, and incidentals required to adjust manhole frame and cover to grade, including forming and pouring concrete collar around the manhole frame and placing asphalt concrete around the manhole cover to finish grade and no additional compensation shall be allowed therefor.

Payment for **ADJUST TELEPHONE MANHOLE FRAME AND COVER TO GRADE** shall be paid at the Contract Unit Price per EACH (EA) and include full compensation for all labor, materials, tools, equipment, and incidentals required to adjust frame and cover to grade, including forming and pouring concrete collar around the manhole frame placing asphalt concrete around the manhole cover to finish grade and no additional compensation shall be allowed therefor.

Payment for **ADJUST ELECTRIC VAULT AND COVER TO GRADE** shall be paid at the Contract Unit Price per EACH (EA) and include full compensation for all labor, materials, tools, equipment, and incidentals required to adjust frame and cover to grade, including forming and pouring concrete collar around the vault frame and placing asphalt concrete around the vault cover to finish grade and no additional compensation shall be allowed therefor.

Payment for **ADJUST UTILITY PEDESTAL TO GRADE** shall be paid at the Contract Unit Price per EACH (EA) and include full compensation for all labor, materials, tools, equipment, and incidentals required to adjust utility pedestal to grade.

Payment for **ADJUST TRAFFIC SIGNAL AND STREET LIGHT PULL BOX AND COVER TO GRADE** shall be paid at the Contract Unit Price per EACH (EA) and include full compensation for all labor, materials, tools, equipment, and incidentals required to adjust pull box and cover to grade.

SECTION 404 – COLD MILLING

404-2 MILLING MACHINES

404-2.2 Milling to Specified Elevations.
This subsection shall be supplemented by the following:

b) The straight edge grade along the edge of the cold plane area shall not deviate more than ¼-inch below nor 1/8-inch above the grade specified on the plans or Specifications.

404-7 WORK SITE MAINTENANCE.
This subsection shall be supplemented by the following:

Cold milling will not be considered complete until all loosened material is removed from the project site. Paving shall not commence until the day after cold milling is complete.

Cold milled streets shall be approved by the Engineer as completed for cold milling prior to paving. Sweepers used for cold mill sweeping shall not enter on the streets approved as completed for cold milling.

404-11 Payment
This subsection shall be supplemented by the following:

Payment for **COLD MILL EXISTING AC PAVEMENT TO 1-3/4" DEPTH** shall be paid at the Contract Unit Price per SQUARE FOOT (SF) and include full compensation for furnishing all labor, materials, tools, equipment, variable grinds, uniform grinds, header grinds, tapers, hauling, disposing and incidentals required to cold mill existing asphalt concrete pavement and no additional compensation shall be allowed therefor.

MACADAM IS KNOWN TO EXIST WITHIN THE CITY OF NORWALK. NO ADDITIONAL

PAYMENT WILL BE ALLOWED FOR THE REMOVAL, HAULING, AND DISPOSAL OF MACADAM.

THERE IS REINFORCING FABRIC EXISTING IN THE AC PAVEMENT ON CARMENITA ROAD BETWEEN ROSECRANS AVENUE AND EXCELSIOR DRIVE AS SHOWN ON THE PLANS. THE COST FOR REMOVAL, HAULING AND DISPOSAL OF REINFORCING FABRIC SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE VARIOUS BID ITEMS THEY ARE APPURTENANT TO AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED THEREFOR.

PART 6
TEMPORARY TRAFFIC CONTROL

SECTION 600 - ACCESS

600-1 GENERAL.
This subsection shall be supplemented by the following:

At the end of each workday, the job site shall be left in a neat and orderly manner. Roadway and parking shall be made available, accessible, and usable to the satisfaction of the Engineer.

During construction, the Contractor shall provide adequate access to each residence or business affected by this Project to the satisfaction of the Engineer. The Contractor shall ensure that access to all side streets and driveways are maintained at all times. Work in front of or within driveways and side streets shall be conducted in a manner where at no time is access to property denied. Portions of driveway approaches that are not ready to be opened for traffic at the end of the workday shall be steel-plated per the requirements noted in the previous paragraph. The Contractor shall use temporary AC surfacing at his own expense as required to maintain traffic in a safe non-disruptive manner.

The Contractor shall provide access through the project site for the use of emergency vehicles at all times.

Should any change in these requirements be necessitated by extraordinary occurrences or requirements during the execution of the Work, the Contractor shall obtain prior written approval from the Engineer.

Add the following subsection:
600-2 NOTIFICATION OF PROPERTY OWNERS/OCCUPANTS.

The Contractor shall notify all affected residents and/or businesses in writing at least two times prior to start of construction:

1. First notice (general information) two (2) weeks before start of construction.
2. Second notice one (1) week before, specifying the exact days and locations that construction will occur, and during what hours. Said notice shall be submitted to the City Engineer or his/her designee for approval at the Pre-Construction meeting. Compensation for the aforementioned notifications shall be paid for in the total Contract Unit Price bid for TRAFFIC CONTROL and no additional compensation shall be allowed.

The Contractor shall notify the following entities at least ten (10) days in advance of any street closure or restriction to access.

- Fire Department
- Sheriff Department
- Schools and School Bus Organizations
- Trash Collector
- Street Sweeping
- Transit Services

The Contractor shall be responsible for notifying adjacent businesses and residents (within 500-foot radius), trash collection services, and the Los Angeles Metropolitan Transportation Authority (Metro) in writing seven (7) days in advance of any work that involves limited access. Said notice shall be reviewed and approved by the Engineer in advance of its circulation. The Contractor shall provide verification to the Engineer that proper circulation of the notice has been accomplished.

The Contractor shall cooperate with local authorities relative to handling traffic through the area. The Contractor shall also coordinate with Norwalk Transit to ensure the safe operation of all buses and access to all bus stops in the construction area.

If the construction schedule is delayed, the Contractor shall immediately prepare revised construction notices and submit them to the Engineer for review. Upon approval, Contractor shall redistribute the revised notices to affected residents and businesses no less than seven (7) days prior to the new construction date at no additional cost to the City.

Add the following subsection:
600-2.1 Payment.

Payment for preparing and distributing public notifications as specified in this section shall be included in the Contract Unit Price per LUMP SUM (LS) for TRAFFIC CONTROL and no additional compensation shall be allowed therefor.

SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL.
This subsection shall be supplemented by the following:

Prior to the start of construction, traffic control devices shall be installed and approved by the Engineer in accordance with the approved Traffic Control Plan (TCP).

During non-construction hours, the Contractor shall maintain all lanes open and free of sand, gravel, debris, and other materials. The Contractor shall provide sufficient traffic safety devices to protect traffic from any hazard. No open excavation in street or sidewalk shall be left overnight. The Contractor shall cover the excavation area, if left overnight with steel plate or fill it with aggregate base to grade and compact and seal with temporary asphalt concrete to yield a safe driving and/or walking surface. The work area shall be adequately prepared to permit driving on the constructed surface during non-construction hours. Any location yielding a situation that is not considered drivable by the Engineer shall be resolved at the direction of the Engineer and the Contractor will not be paid for the cost incurred by corrective action and shall be charged for any City costs incurred for corrective action.

The Contractor shall accommodate and coordinate with the City's refuse pick-up service in the project area. The Contractor shall accommodate and coordinate with the City's street sweeping service in the project area.

Add the following subsection:
601-1.1 Lane Closures.

No lane closures on major highways shall be permitted during the rush hours from 6:30 AM to 8:30 AM and 3:30 PM to 8:30 PM, Mondays through Fridays. One lane in each direction shall be

open to traffic at all times.

No night or weekend work shall be allowed unless approved in writing by the Engineer. No additional compensation shall be paid for night or weekend work if so approved by the Engineer.

Lane closures and maintenance of access to abutting properties shall conform to the requirements specified in these Specifications.

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP).

601-2.1 General.

This subsection shall be supplemented by the following:

This Project requires the preparation and submittal of stamped and signed TCPs including diagrams and references that adequately show phasing of segmented street closures, alternative resident parking areas, street closure detour plans and the traffic control measures proposed for all phases of work in order to adequately convey the necessary traffic control measures as required in the CA MUTCD and WATCH manuals.

The Contractor shall prepare all necessary TCPs and submit to the Engineer for approval upon Notice to Proceed 1 issuance. The TCPs shall be prepared by a California Licensed Traffic Engineer and shall include the following:

1. Notification Signs.
2. Temporary traffic control devices
3. Temporary “No Parking” signs and restrictions
4. Adjacent on-street parking available for residents and businesses
5. Existing and temporary lane lines.
6. Dimensions of the Work zone and street improvements.
7. Advance warning signs.
8. Delineators
9. Lighting, for night time work
10. Portable Changeable Message signs (PCMS)

Should street closures be performed, the Contractor shall use water-filled barriers to block incoming traffic. The addition of water in the water-filled barriers shall be optional. The Contractor shall properly dispose of water.

Prior to commencement of paving operations, Contractor shall prepare and submit a TCP detailing the phasing and paving operations for all the streets in the project. The TCP shall be approved by the Engineer and shall include, but not limited to the following:

- Dates of paving operations
- Map of streets coded for each phase of work
- Adjacent on-street parking available for residents and businesses
- List of equipment, materials, and labor
- “Temporary No Parking” notifications
- Verify surface is drivable prior to opening street
- Maintain cleanliness of street
- Remove all loose aggregates
- Identify trades within each work area

601-2.3 Payment.
This subsection shall be replaced with the following:

Full compensation for conforming to the requirements for Traffic Control, including preparing Traffic Control Plans, creating and revising permit applications, acquiring an approved permitted traffic control permit, furnishing all labor, tools, equipment, materials and incidentals required for doing all the work involved in all temporary traffic control related work involving placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of traffic control system, complete in place, all associated temporary signing and striping; placing temporary asphalt concrete paving as necessary to facilitate traffic control for the project, to accommodate rerouting of both vehicular and pedestrian circulation; flashing arrow signs; portable changeable message signs (PCMS); flagging and/or flagger costs; and project notifications, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Payment for this item shall be made at the contract Lump Sum (LS) bid price for **TRAFFIC CONTROL** and shall include preparing and implementing traffic control plans, including furnishing, installing, maintaining and finally removing any necessary traffic control including wayfinder signs for pedestrians, temporary railings/barricades where required, temporary traffic signage, striping, detours, road closures, lights, fences, flares, temporary paving, flashing arrow signs, PCMS, flagging, and such other items and services shown on the plans and/or as are necessary to adequately safeguard the public from hazard and unnecessary inconvenience. All such work shall be as provided herein, and/or directed by the Engineer. Payment will be made on a pro-rata basis of the price bid and will be paid with each payment application based on the value of work completed.

601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES.
601-3.1 General.
This subsection shall be supplemented by the following:

All traffic control devices, signs, barricades and delineators shall be as specified in the “Manual of Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways” issued by the State of California Department of Transportation and in accordance with Part VI of the current CA MUTCD.

Portable delineators (traffic cones are not allowed) shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 50 feet. The minimum lane transitions shall be a 50 to 1 taper unless otherwise shown on the approved TCPs.

The Contractor shall provide and maintain all temporary traffic control devices, signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public, including motorists and pedestrians within the limits of the construction area. The Contractor shall post proper signs to notify the public regarding detours and condition of the roadway in accordance with the provisions of the California Vehicle Code and current State of California Department of Transportation Manual of Traffic Controls. If any traffic cones or portable delineators are damaged, displaced or are not in an upright position, from any cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position by the Contractor at no additional cost to the City.

601-3.4 Operation and Maintenance.
This subsection shall be supplemented by the following:

The Contractor shall keep the areas adjacent to the project site clear of any objects that may be hazardous to motorists and pedestrians.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and shall furnish to the City names and telephone numbers of three persons responsible for this emergency service. In the event these persons do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be held liable for any costs incurred.

The Contractor shall furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof shall perform their duties and shall be provided with the necessary equipment in accordance with the current “Instructions to Flagmen” of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor at his expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at his expense. Should the Contractor fail to furnish sufficient precautionary traffic control devices within one (1) hour after notification by the City, the City shall place the necessary items or personnel and the Contractor shall be billed for said items or personnel.

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

Payment for as specified in this section shall be included in the Contract Unit Price per LUMP SUM (LS) for TRAFFIC CONTROL and no additional compensation shall be allowed therefor.

601-3.5 Signs and Signage.
This subsection shall be supplemented by the following:

The Contractor shall post “Temporary No Parking – Tow Away” signs (even if streets have posted “No Parking” signs) along the streets during each working day at least 48 hours prior to start of restriction, excluding holidays, Saturdays, and Sundays before commencing any road work. All signs shall include the following code reference:

- **“California Vehicle Code (CVC) §22651(l)”**

This section of the CVC authorizes the removal of vehicles illegally parked in areas designated for street cleaning, repair, construction, or installation of underground utilities, provided that signs giving notice of potential removal are erected or placed by the local authority at least twenty-four (24) hours prior to removal.

The Contractor shall submit a text of all signs and notices to the Engineer for approval before installation or distribution.
Payment for furnishing and installing signs as specified in this section shall be included in the Contract Unit Price per LUMP SUM (LS) for TRAFFIC CONTROL and no additional compensation shall be allowed therefor.

601-3.7 Traffic Sign Enhancement Devices.
601-3.7.5 Portable Changeable Message Signs (PCMS).
This subsection shall be supplemented by the following:

PCMS shall be furnished, placed, operated and maintained as designated by the Engineer in conformance with the provisions in Section 12-3.32, "Portable Changeable Message Signs," of the State Standard Specifications and these Special Provisions. The Contractor shall furnish two (2) solar-powered PCMS for this Project. PCMS shall be in place two (2) weeks prior to start of construction as directed by the Engineer.

The Engineer shall determine the exact message wording and location. The Contractor may be required to update the changeable message daily, depending on the type of work performed. The Contractor shall be responsible for maintaining, relocating, programming, and re-programming the PCMS as specified and as directed by the Engineer.

Approximate locations of the PCMS are as follows:

- Southbound Carmenita Road north of Rosecrans Avenue (1 EA)
- Northbound Carmenita Road south of Excelsior Drive (1EA)

Primary message before commencement of construction shall be:

SCREEN 1	SCREEN 2	SCREEN 3
ROAD WORK STREET 1 AT STREET 2	MONTH XXX TO MONTH XXX	EXPECT DELAYS

Primary message during construction shall be:

SCREEN 1	SCREEN 2	SCREEN 3
ROAD WORK STREET 1 AT STREET 2	MONTH XXX TO MONTH XXX	USE ALTERNATE ROUTE

The Contractor shall take pictures and document implementation of use of PCMS. Pictures and documentation shall be provided to City and filed with project documents.

Payment for furnishing, placing, updating and maintaining PCMS as specified in this section shall be included in the Contract Unit Price per LUMP SUM (LS) for TRAFFIC CONTROL and no additional compensation shall be allowed therefor.

601-3.7.6 Flashing Arrow Signs.
This subsection shall be supplemented by the following:

Each flashing arrow sign shall be solar-powered, mounted on a truck or trailer and shall be capable of operating while the vehicle is moving or as directed by the Engineer.

Signs mounted on the cab of a truck shall be mounted to provide a minimum of 7 feet clearance between the bottom of the sign and the roadway. Signs mounted on a trailer, or on anything other than the cab of a truck, shall be mounted to provide a minimum of 8 feet clearance between the bottom of the sign and the roadway.

The total weight of trailer mounted flashing arrow sign including the trailer, sign, power source and other components shall not exceed 1,500 pounds and the height of the level trailer bed shall be no higher than 21 inches above the roadway. The trailer shall be equipped with a minimum of 3 leveling jacks.

Electrical energy, to operate the sign, shall be obtained from the vehicle on which the sign is mounted. The supply of electrical energy shall be capable of operating the sign in the manner specified. The electronic circuitry shall provide between 30 and 45 complete operating cycles of the sign per minute in each of the modes specified.

Alternative types of lamps may be used in flashing arrow signs if visibility is equal to the specified lamps. Each Type AX flashing arrow sign shall be a minimum of 2 feet high and 4 feet wide and shall be furnished with flat black enamel. A minimum of 13 No.4414AX 12-volt, yellow or amber lamps shall be installed in the panel. The lamp configuration shall be for 3 arrowheads or an arrow shaft with 2 arrowheads, one pointing in each direction on the face of the sign with a minimum of 5 lamps forming each arrowhead. Each lamp shall be provided with a visor.

The lamp shall be activated by a switch on a control panel and shall be controlled by electronic circuitry to provide a minimum of 4 selectable modes of operation as follows:

Pass Left Mode - Sequencing of lighted arrowheads or sequencing the lamps forming the arrow shaft and arrowhead to the left or a flashing left arrow with the lamps in the arrow shaft and arrowhead flashing on and off simultaneously.

Pass Right Mode - Sequencing of lighted arrowheads or sequencing the lamps forming the arrow shaft and arrowhead to the right or a flashing right arrow with the lamps in the arrow shaft and arrowhead flashing on and off simultaneously.

Simultaneous Mode - Either the outside arrowheads pointing in opposite directions are continuously illuminated, except for the center lamp forming each arrowhead, while the arrow shaft lamps flash on and off simultaneously or the outside arrowhead pointing in opposite directions and the arrow shaft lamps all flash simultaneously to indicate passing on either side.

Travel Mode - Travel or caution mode shall flash in a manner not resembling any other mode.

Payment for furnishing and installing flashing arrow signs as specified in this section shall be included in the Contract Unit Price per LUMP SUM (LS) for TRAFFIC CONTROL and no additional compensation shall be allowed therefor.

601-4 TEMPORARY TRAFFIC STRIPING AND PAVEMENT MARKINGS.

601-4.1 General.

This subsection shall be supplemented by the following:

The Contractor shall provide temporary delineation as directed/approved by the Engineer. Temporary delineation shall include sandblasting of conflicting markings; installation and removal

of temporary centerlines or lane lines, detour signing, barricading; and replacement of traffic lines and markings in their proper locations upon termination of the detour. Conflicting existing and temporary striping, as required for traffic control during construction, shall be removed by the Contractor by using wet nozzle sandblasting methods with immediate clean-up of residues. Blacking out pavement markings shall not be allowed. Temporary reflective striping tape may be used, except that it shall not be applied to final asphalt surfaces. Said tape shall be removed from temporary surfaces prior to placement of additional asphalt.

Payment for furnishing, installing and maintaining temporary striping and pavement markings as specified in this section shall be included in the Contract Unit Price per LUMP SUM (LS) for TRAFFIC CONTROL and no additional compensation shall be allowed therefor.

601-5 TRAFFIC LANE WIDTHS AND CLEARANCES.
601-5.1 General.
This subsection shall be supplemented by the following:

There shall be a minimum of three (3) feet clearance from open excavations and one (1) foot from other obstructions (curbs, k-rail, etc.). All lanes shall be open to traffic during non-working hours. AC cold milling and paving work in any one intersection shall be performed continuously until said work is complete. Work shall not be allowed to proceed on to a second intersection until said work is complete at the first intersection, nor shall any given intersection be subject to multiple separate “move-ins” that require lane closures and disruption to traffic. No two adjacent intersections shall be impacted by lane closures at the same time, regardless of the number of crews that the Contractor utilizes. Work by multiple crews at alternating intersections would be allowed.

The Contractor will not be allowed to excavate a larger quantity of area ("Localized Repair") than he can successfully repave in the same working day. No incomplete paving work will be allowed to remain during the hours designated as requiring "all" lanes open to traffic, except in specific instances in which a minor amount of area can safely be covered by approved means with nonskid steel plates, capable of carrying HS20 (AASHTO) wheel loading, or patched with temporary AC to bring the excavation up to grade. Said temporary AC shall be ground down to permanent AC sub-grades and approved by the Engineer prior to placement of additional permanent AC.

Excavations of less than four (4) feet in width may be covered with non-skid steel plates capable of carrying HS20 wheel loading over the span of the excavation. Plates shall have a minimum width equal to the excavation width plus 24 inches and be securely fastened to the street surface. Asphalt fillets, a minimum of six (6) inches wide shall be placed around the perimeter of the plate. When traffic is transferred to any type of temporary pavement surface, good drivability of the surfaces shall be maintained and shall be subject to approval by the Engineer prior to allowing traffic to be transferred upon it.

601-6 COVERING OF EXISTING TRAFFIC SIGNS AND SIGNAL FACES.
601-6.1 General.
This subsection shall be supplemented by the following:

Where construction detours and signing conflict with existing signing, the Contractor shall cover existing signs in a manner approved by the City Engineer or his/her designee. The Contractor shall provide temporary traffic re-striping at the conclusion of each working day, if not sooner as directed by the City Engineer or his/her designee, for any centerline, painted median or lane line which is obliterated by construction.

PART 7
STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

SECTION 700 – MATERIALS

700-1 GENERAL.
This subsection shall be supplemented by the following:

For Traffic Signal System materials, attention is directed to the reference Specifications and standard plans as listed below:

1. Standard Specifications - Except as modified herein, materials and installation shall conform to the Caltrans Standard Specifications (CSS), latest edition. All references in this section to "Standard Specifications" shall be understood to be referenced to the Caltrans Standards Specifications.

2. Standard Plans - Except as modified herein, all references in this section to "Standard Plans" shall be understood to be referenced to the Caltrans Standards Plans (CSP), latest edition and subsequent errata.

3. Codes, Ordinances, and Regulations - All electrical materials and equipment furnished and installed under this section shall conform to the referenced regulations and codes specified in Section 86-1.01D, “Quality Assurance,” Subsection 86-1.01D(1), “General,” of the Standard Specifications, and to all other ordinances, Specifications, Standards and Regulations of the authorities having jurisdiction.

700-3 COMMON COMPONENTS
700-3.7 Pull Boxes.
Add the following*:*

Pull boxes shall conform to the provisions in Section 86-1.01C(2), " Pull Boxes;" Section 86-1.02C, "Pull Boxes," and Section 87-1.03C, “Installation of Pull Boxes,” of the Standard Specifications and Standard Plans.

Cover marking must be one of the following: 1. "TRAFFIC SIGNAL" for traffic signal and safety lighting system, and 2. "TRAFFIC FOC" for traffic signal fiber optic communication conduit and cable system.

Pull box covers/lids shall be made of lightweight polymer concrete. Pull box and cover must comply with ANSI/SCTE77, "Specifications for Underground Enclosure Integrity" for Tier 22 load rating, and 86-1.02C(2)(d)(ii)(C), “Lockable Cover.” Pull boxes shall be No. 6 unless noted otherwise on the plans. Plastic pull boxes shall not be used.

700-5.8 Detectors.
Add the following:

The Contractor shall coordinate with the Engineer at least forty-eight (48) hours prior to replacing any existing traffic signal loop detectors to place traffic signal into fixed-time operation during

construction.

New traffic signal loops shall be installed within two (2) calendar days after the final surface pavement is placed.

700-5.8.2 Inductive Loop Detectors.
Add the following:

Loop detectors and amplifier units shall conform to the provisions in Sections 86-1.02F “Conductors and Cables;” 86-1.02W, “Loop Detector Sealants;” 87-1.03F “Conductor and Cable Installations;” 87-1.03V, "Detectors"; and Section 87-1.03W “Sealants” of the State Standard Specifications and Plans, latest edition, Caltrans Standard Transportation Electrical Equipment Specifications (TEES) and City Standard Details; except as amended herein and in the Special Provisions.

Traffic signal detection shall not be interrupted for a period longer than forty-eight (48) hours. Any project, public or private, which renders the vehicle loop detectors inoperative during the course of construction activities, the Contractor shall replace the loops or facilitate reprogramming of video detection at all effected project intersection(s) by the end of the forty-eight (48) hours. Compensation for the loop detectors or reprogramming of video detection system shall be paid for the item of work, no additional compensation shall be allowed. If the contractor elects to reprogram video detection, loop detectors shall be installed no more than forty-eight (48) hours after installation of final cap.

The term “inductive loop detector” applies to a complete vehicle detection installation consisting of a conductor loop or group of loops installed in the roadway, steel conduit, pull boxes, lead-in cable (DLC), and detector (amplifier) unit and power supply installed in a traffic signal controller cabinet.

Inductive loop detectors shall be Type “E” and consist of three turns of type 2 loop wire. Do not use preformed inductive loops unless otherwise shown on the Plans. Loop detector configuration and location shall be installed in accordance with Caltrans Standard Plan Nos. ES-5A and 5B and as shown on the plans. The Engineer shall approve the loop detector layout prior to installation by the Contractor. Header loops shall straddle the limit line or stop bar.

Loop detector lead-in cable shall be “Type B”. All detector loop wires shall be joined as specified in Section 86-2.09C, "Connectors and Terminals," of the State Standard Specifications or as approved by the Engineer. Splices in pull boxes shall be insulated as specified in Section 86-2.09E, "Splice Insulation," of the Standard Specifications. Each DLC shall be tagged with a plastic or aluminum label that specifies the phase. Each loop shall be identified in the pull box as to number and lane assignment. The Contractor will furnish tags.

Loop conductors and sealant shall be installed on the same day as the loop slots are cut. All for filling slots shall conform to State Specifications. The sealant for filling slots in asphalt concrete shall be Hot-Melt Rubberized Asphalt Sealant. Elastomeric sealant shall be used only for filling slots in Portland concrete.

Holes larger than 4-inches across made in the pavement due to loop installation shall be filled with asphalt concrete hot mix.

Where the existing interconnect conduit is to be used for advanced/system loop detectors, the

Contractor shall use extreme care not to damage the existing cables (i.e. twisted pair, fiber optic, sign control cable) when installing new lead-in cable. Any existing cable damaged by the Contractor shall be replaced at his/her expense.

All detector loops in a travel lane shall be series connected and all travel lanes shall be series connected to a maximum of three (3) lanes per sensor unit, unless otherwise directed by the Engineer.

Detectors units shall be two channel rack mounted, inductive loop type with external timing switches conforming to EDI Model #LM 602t, or approved equivalent. Detector unit power supplies shall be rack mounted. The power supply pin out configuration shall be identical to EDI Model #PS-175 (24 volt) power supply. All detector power supplies shall be interchangeable.

Unless otherwise provided for in the contract documents, compensation for removal and installation of loop detectors shall be deemed included in the Contract Unit Price bid Per Each (EA) of loop detectors constructed and no additional compensation will be allowed therefor.

SECTION 701 – CONSTRUCTION

701-17 TRAFFIC SIGNAL CONSTRUCTION.
701-17.6 Detectors.
701-17.6.3 Inductive Loop Detectors.
This subsection shall be supplemented by the following:

Inductive loop detectors shall be installed in the locations as shown on the plans and these Specifications. The loops shall run to the existing splice boxes.

701-17.6.6 Payment.
Replace this subsection with the following:

Payment for **INSTALL 6' DIAMETER TYPE E TRAFFIC LOOP** shall be paid at the Contract Unit Price per EACH (EA) and include full compensation for all labor, materials, tools, equipment, and incidentals required to complete the work and no additional compensation will be allowed therefor.

PART 8
LANDSCAPING AND IRRIGATION

SECTION 800 – MATERIALS

800-1 LANDSCAPING MATERIALS.
800-1.1 Topsoil.
800-1.1.1 General.
This subsection shall be supplemented by the following:

Topsoil shall be Class “A” topsoil in accordance with Section 800-1.1.2 of these Specifications.

800-1.4 Plants.
800-1.1.1 General.
This subsection shall be supplemented by the following:

Plants in raised landscaped medians shall match existing planting (in size and variety) whenever possible or as directed by the Engineer.

800-1.4.2 Trees.
This subsection shall be supplemented by the following:

Trees shall be 15-gallon in size as shown on the Plans and variety shall be in conformance with the City of Norwalk Urban Forest Management Plan or as directed by the Engineer.

800-2 IRRIGATRION SYSTEM MATERIALS.
800-2.1 Pipe and Fittings.
800-2.1.1 General.
This subsection shall be supplemented by the following:

The type and size of pipe materials and fittings shall match existing as shown on the Plans or as directed by the Engineer. Portions of the irrigation system shown to be removed shall be capped so as the remaining portions of the irrigation system shall still be operational.

801-8 PAYMENT.
This subsection shall be supplemented by the following:

Payment for **REMOVE EXISTING TREE AND PLANT NEW 15-GALLON TREE PER SPPWC STANDARD PLAN NO. 519-3** shall be per the Contract Unit Price per EACH (EA) and shall include full compensation for furnishing labor, materials, equipment, tools and incidentals required to excavate and remove existing trees, including hauling and disposal, planting new 15-gallon trees in accordance with the City of Norwalk’s Urban Forest Management Plan, backfilling, grading, providing topsoil, and providing 90-day plant establishment period and no additional compensation shall be allowed therefor.

Payment for **PLANT NEW 15-GALLON TREE PER SPPWC STANDARD PLAN NO. 519-3** shall be per the Contract Unit Price per EACH (EA) and shall include full compensation for furnishing labor, materials, equipment, tools and incidentals required, including excavation, planting new 15-gallon trees in accordance with the City of Norwalk’s Urban Forest Management Plan, backfilling, grading, providing topsoil, and providing 90-day plant establishment period and no additional

compensation shall be allowed therefor.

Payment for **MODIFY EXISTING LANDSCAPING AND IRRIGATION** shall be per the Contract Unit Price per LUMP SUM (LS) and shall include full compensation for furnishing labor, materials, equipment, tools and incidentals required to field verify and modify existing landscaping and irrigation systems necessary to accommodate proposed improvements including retaining curbs and walls, curb and gutter and sidewalk and no additional compensation shall be allowed therefor.

Payment for **ADJUST IRRIGATION CONTROL VALVE BOX AND COVER TO GRADE** shall be paid at the Contract Unit Price per EACH (EA) and include full compensation for all labor, materials, tools, equipment, and incidentals required to adjust irrigation control valve box and cover to grade, including excavation, removal and disposal of existing improvements, grading, setting valve box and cover to grade, backfilling, compaction, restoration of existing landscaping and improvements and no additional compensation shall be allowed therefor.

Payment for **RELOCATE EXISTING IRRIGATION CONTROL VALVE BOX AND COVER** shall be paid at the Contract Unit Price per EACH (EA) and include full compensation for all labor, materials, tools, equipment, and incidentals required to relocate irrigation control valve box and cover, including excavation, removal and disposal of existing improvements, grading, setting valve box and cover to grade, backfilling, compaction, restoration of existing landscaping and improvements and no additional compensation shall be allowed therefor.

Payment for **RELOCATE EXISTING BACKFLOW PREVENTION DEVICE** shall be paid at the Contract Unit Price per EACH (EA) and include full compensation for all labor, materials, tools, equipment, and incidentals required to relocate existing backflow prevention device, including excavation; removal and disposal of existing improvements; grading; compaction; installation of 4-inch thick concrete pad; backfilling; installation of backflow prevention device; pipe and fittings; restoration of existing landscaping and improvements; and no additional compensation shall be allowed therefor.

Payment for **ADJUST EXISTING BACKFLOW PREVENTION DEVICE TO GRADE** shall be paid at the Contract Unit Price per EACH (EA) and include full compensation for all labor, materials, tools, equipment, and incidentals required to adjust existing backflow prevention device to grade, including excavation; removal and disposal of existing improvements; grading; compaction; installation of 4-inch thick concrete pad; backfilling; installation of pipe and fittings; restoration of existing landscaping and improvements; and no additional compensation shall be allowed therefor.

APPENDIX A – PROJECT PLANS

CITY OF NORWALK

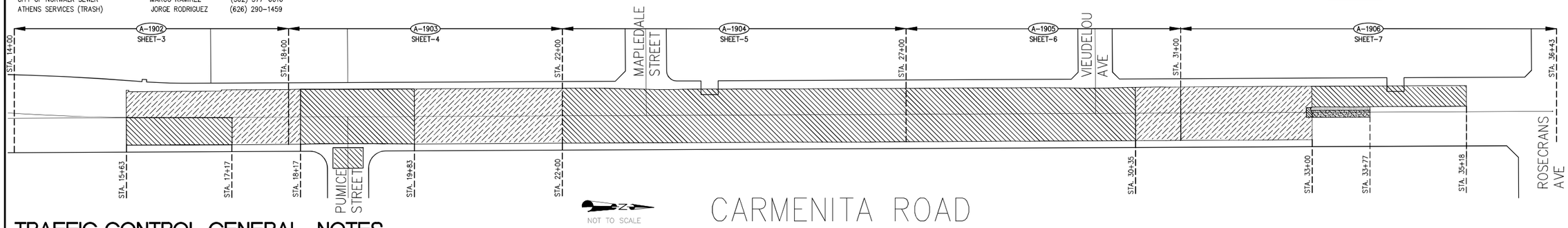
CARMENITA ROAD PAVEMENT REHABILITATION
CITY PROJECT NO. 7184
550' N/O EXCELSIOR DR. TO ROSECRANS AVE.
FEDERAL-AID PROJECT NO. STPL-5347 (050)

COMPANY/AGENCIES

COMPANY/AGENCY	CONTACT	TELEPHONE
S.C. EDISON COMPANY	SCOTT SILVESTRI	(562) 903-3138
S.C. GAS COMPANY	EDDIE CORTEZ	(213) 231-5427
FRONTIER COMMUNICATIONS	OTTO PETERSON	(562) 322-1086
NORWALK MUNICIPAL WATER SYSTEMS	MARCO RAMIREZ	(562) 577-6016
CHARTER COMMUNICATIONS	ERIK LEMUS	(562) 322-9624
L.A.C. SANITATION DISTRICT	JOHN GANZ	(562) 908-4288 EXT. 1205
CHEVRON OIL COMPANY	AL SUPER	(714) 228-1506
LIBERTY UTILITIES	BRETT OMMEN	(562) 805-2067
VERIZON	RAY ROUNDTREE	(562) 903-7915
CRIMSON OIL	SHENAN LOVRIEN	(562) 285-4107
GOLDEN STATE WATER COMPANY	DAVID MATAITUSI	(562) 667-7177
CITY OF NORWALK SEWER	MARCO RAMIREZ	(562) 577-6016
ATHENS SERVICES (TRASH)	JORGE RODRIGUEZ	(626) 290-1459

LEGEND:

- COLD MILL 1-3/4" OF EXISTING AC PAVEMENT, CONSTRUCT 3/8" ARAM INTERLAYER AND 2" AC TYPE B PG64-10 SURFACE COURSE
- RECONSTRUCT WILL BE 8" AC OVER 12" AB
- REMOVE EXISTING CONCRETE
- CONSTRUCT COLORED CONCRETE PAVEMENT



TRAFFIC CONTROL GENERAL NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE LATEST CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) EDITION.
2. ALL STRIPING AND MARKINGS SHALL CONFORM TO THE STATE OF CALIFORNIA, STANDARD PLANS AND SPECIFICATIONS, INCLUDING STANDARD PLAN A-20, DETAILS.
3. THE CONTRACTOR SHALL PROVIDE FOR ACCESS TO ALL ADJACENT PROPERTIES.
4. FLASHING YELLOW BEACONS, TYPE "B", SHALL BE USED ON ALL W20-1 SIGNS AND ON ALL TYPE III BARRICADES GUARDING THE WORK AREA OVERNIGHT.
5. ALL SIGNS SHALL BE REFLECTORIZED AND STANDARD SIZE.
6. ALL TUBULAR DELINEATORS AND CONES SHALL BE 28 MINIMUM HEIGHT, REFLECTORIZED AND MAINTAINED ERECT IN THE INDICATED POSITION AT ALL TIMES, AND SHALL BE REPAIRED, REPLACED, OR CLEANED AS NECESSARY TO PRESERVE THEIR APPEARANCE AND CONTINUITY, AND SHALL INCLUDE A 12" HIGH-INTENSITY REFLECTORIZED SLEEVE, IF USED DURING NIGHT-TIME HOURS.
7. THE CONTRACTOR SHALL MAINTAIN ON A CONTINUOUS BASIS, ALL SIGNS, DELINEATORS, BARRICADES, ETC. TO ENSURE PROPER FLOW AND SAFETY OF TRAFFIC DURING CONSTRUCTION.
8. THE CONTRACTOR SHALL HAVE ALL SIGNS, DELINEATORS, BARRICADES, ETC. PROPERLY INSTALLED PRIOR TO COMMENCING CONSTRUCTION.
9. CONSTRUCTION OPERATIONS SHALL BE CONDUCTED IN SUCH A MANNER AS TO CAUSE AS LITTLE INCONVENIENCE AS POSSIBLE TO ABUTTING PROPERTY OWNERS.
10. ADDITIONAL TRAFFIC CONTROLS, TRAFFIC SIGNS, OR BARRICADING MAY BE REQUIRED IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLACEMENT OF ANY ADDITIONAL DEVICES NECESSARY TO ASSURE SAFETY TO THE PUBLIC AT ALL TIMES DURING CONSTRUCTION.
11. REMOVE DELINEATORS AND/OR CONES DURING NON-WORKING HOURS WHEN APPLICABLE. REMOVE BARRICADES ETC. FROM PUBLIC RIGHT-OF-WAY.
12. REMOVE OR TURN OFF SIGNS DURING NON-WORKING HOURS WHEN APPLICABLE.
13. ALL CONFLICTING LINES, EXISTING CURB PAINT, AND MARKINGS SHALL BE REMOVED BY WET SANDBLASTING OR OTHER APPROVED METHOD PRIOR TO INSTALLATION OF NEW/TEMPORARY STRIPING. ALL CONFLICTING RAISED PAVEMENT MARKERS SHALL BE REMOVED. PAVEMENT THAT IS DAMAGED DUE TO REMOVAL OF MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY ENGINEER AND/OR STATE INSPECTOR.
14. PLANS BASED ON FIELD INVESTIGATION, NOT SURVEY.
15. TIME OF LANE CLOSURES TO BE IN ACCORDANCE WITH REQUIREMENTS OF JURISDICTION.
16. IT IS THE RESPONSIBILITY OF THE CONTRACTOR PREFORMING WORK TO INSTALL AND MAINTAIN THE TRAFFIC CONTROL DEVICES AS SHOWN HEREIN, AS WELL AS ANY SUCH ADDITIONAL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED TO ENSURE THE SAFE MOVEMENT OF VEHICULAR AND PEDESTRIAN TRAFFIC THROUGH OR AROUND THE CLOSURE AREA AND PROVIDE THE MAXIMUM PROTECTION AND SAFETY TO WORKERS.
17. ALL TRAFFIC CONTROL DEVICES SHALL BE KEPT IN THEIR PROPER POSITIONS AT ALL TIMES AND SHALL BE REPAIRED, REPLACED, OR CLEANED AS NECESSARY TO PRESERVE THEIR APPEARANCE AND CONTINUITY.
18. ANY REVISION TO THE DRAWINGS SHALL BE APPROVED IN WRITING BY THE CITY OF NORWALK PUBLIC WORKS DEPARTMENT DIRECTOR, OR HIS AUTHORIZED REPRESENTATIVE.
19. THE CITY OF NORWALK PUBLIC WORKS DEPARTMENT RESERVE THE RIGHT TO OBSERVE THE TRAFFIC CONTROL OPERATIONS AND TO MAKE ANY NECESSARY CHANGES. EXACT LOCATION AND TYPE OF CONSTRUCTION SIGNS SHALL BE DIRECTED BY THE ENGINEER BASED UPON CONSTRUCTION CONDITIONS. ANY DIRECTED CHANGES SHALL SUPERSEDE THESE PLANS AND SHALL BE IMPLEMENTED AT THE SOLE EXPENSE OF THE CONTRACTOR.
20. THE CONTRACTOR SHALL REMOVE TEMPORARY DELINEATION, SIGNAGE, AND OTHER DEVICES WHEN NO LONGER REQUIRED, AND SHALL RESTORE AREAS TO ORIGINAL CONDITION, UPON COMPLETION OF WORK. RESTORATION INCLUDES STRIPING, PAVEMENT MARKINGS, AND PAVEMENT MARKERS.
21. THE CONTRACTOR SHALL COVER EXISTING SIGNS WHERE THEY CONFLICT WITH CONSTRUCTION DETOURS AND SIGNING.
22. WORKING HOURS SHALL BE FROM 8:00 AM TO 3:30 PM, MONDAY THROUGH FRIDAY, WORK IS NOT PERMITTED ON WEEKENDS OR CITY HOLIDAYS, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
23. THE CONTRACTOR SHALL NOTIFY THE CITY SENIOR ENGINEER, AT THE CITY OF NORWALK PUBLIC WORKS DEPARTMENT 48 HOURS IN ADVANCE OF BEGINNING WORK.
24. IMPLEMENTATION OF TRAFFIC CONTROL SHALL BE PERFORMED BY A PROFESSIONAL TEMPORARY TRAFFIC CONTROL COMPANY AND FLAGGER CONTROL SHALL BE CONDUCTED IN ACCORDANCE WITH THE 2014 EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, PCMS BOARD REQUIREMENTS.
25. TEMPORARY NO PARKING SIGNS SHALL BE INSTALLED BY THE CONTRACTOR AT LEAST 72 HOURS IN ADVANCE OF TRAFFIC CONTROL IMPLEMENTATION.
26. THE CONTRACTOR SHALL PROVIDE FOR SAFE PEDESTRIAN ACCESS AT ALL TIMES.
27. THE CONTRACTOR SHALL PROVIDE FLAGMEN AS INDICATED ON THE PLAN, AT ALL TIMES TRAFFIC CONTROL IS IN PLACE, TO GIVE ADEQUATE WARNING TO TRAFFIC OR TO THE PUBLIC OF ANY UNEXPECTED CONDITIONS TO BE ENCOUNTERED.
28. ALL OPEN EXCAVATION OR CONSTRUCTION WORK SHALL BE A MINIMUM OF 5' FROM ANY OPERATING TRAFFIC LANES.
29. THE CONTRACTOR SHALL POST UNEVEN PAVEMENT SIGNS, AND RAMP PAVEMENT VERTICAL OFFSET OF 1 INCH OR MORE WITH ASPHALT FOR SMOOTH TRANSITION.
30. ALL FLASHING ARROW SIGNS AND CHANGEABLE MESSAGE SIGNS (CMS) SHALL BE SOLAR POWERED.

SHEET INDEX

SHT NO.	DRAWING NO.	TITLE
1	A-1900	TITLE SHEET
2	A-1901	TYPICAL STREET SECTIONS AND DETAILS
3	A-1902	STREET IMPROVEMENT PLAN
4	A-1903	STREET IMPROVEMENT PLAN
5	A-1904	STREET IMPROVEMENT PLAN
6	A-1905	STREET IMPROVEMENT PLAN
7	A-1906	STREET IMPROVEMENT PLAN
8	A-1907	DRIVEWAY IMPROVEMENT PLAN
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10	A-1909	DRIVEWAY IMPROVEMENT PLAN
11	A-1910	DRIVEWAY IMPROVEMENT PLAN
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15	A-1914	RETAINING WALL/CURB SECTION AND DETAIL
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17	A-1916	RETAINING WALL DETAIL AT EASTERLY
18	A-1917	STRIPING & SIGNAGE PLAN
19	A-1918	STRIPING & SIGNAGE PLAN
20	A-1919	STRIPING & SIGNAGE PLAN

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION INCLUDING SUPPLEMENTS THERETO, AND CITY OF NORWALK STANDARD PLANS.
2. THE CONTRACTOR SHALL CONTACT THE CITY OF NORWALK, ENGINEERING DIVISION AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO STARTING CONSTRUCTION. TEL (562) 929-5723.
3. FLASHING ARROW BOARDS SHALL BE USED ON ANY LANE CLOSURES ON ARTERIAL STREETS.
4. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR AND COORDINATE THE RELOCATION OF ANY EXISTING UTILITIES DEEMED NECESSARY BY THE PROPOSED IMPROVEMENTS.
5. ALL FINISH SURFACES SHALL BE CONSTRUCTED TO MAINTAIN POSITIVE DRAINAGE.
6. BEFORE STARTING WORK THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE CITY OF NORWALK, ENGINEERING DIVISION (NO FEE).
7. HARD HATS, ORANGE VESTS, AND OTHER REQUIRED SAFETY EQUIPMENT SHALL BE WORN AT ALL TIMES WHEN WORKING ON THIS PROJECT.
8. THE CONTRACTOR SHALL COMMUNICATE DIRECTLY WITH THE UTILITY COMPANIES WHEN REQUESTING FACILITIES TO BE LOCATED, MARKED OR REPAIRED. NO EXCAVATIONS ARE PERMITTED UNTIL ALL UTILITIES ARE MARKED AND UTILITY COMPANIES/AGENCIES ARE NOTIFIED.
9. SAFETY IS STRESSED. ANY OPERATIONS OR SITUATIONS THAT THREATEN THE SAFETY OF WORKERS OR THE PUBLIC, INCLUDING IMPROPER TRAFFIC CONTROL, WILL CAUSE THE SUSPENSION OF WORK UNTIL CORRECTIONS ARE MADE, AND NO ADDITIONAL WORKING DAYS WILL BE ALLOWED.
10. APPROVAL OF THIS PLAN BY CITY ENGINEER DOES NOT CONSTITUTE A REPRESENTATION OF THE ACCURACY OF THE LOCATION OF, OR THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES WITHIN THE LIMITS OF THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE TRUE LOCATION OF ALL PUBLIC AND PRIVATE UTILITIES, AND FOR MAINTAINING SERVICE TO ANY INDIVIDUAL PROPERTY WHOSE UTILITY SERVICE MAY BE DAMAGED BY THE CONTRACTOR IN THE PERFORMANCE OF THE WORK.
11. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES (BY POTHOLING OR OTHER MEANS). CONTRACTORS SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) 811 OR (800) 227-2600 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION TO LOCATE EXISTING UTILITIES.
12. NO BACKFILL MATERIAL, PAVING MATERIAL OR EQUIPMENT MAY BE STORED OVERNIGHT IN PUBLIC RIGHT-OF-WAY.
13. ALL STRIPING SHALL BE PAINTED TWO (2) COATS UNLESS OTHERWISE NOTED.
14. AREAS ADJACENT TO THE CONSTRUCTION SITE SHALL BE KEPT CLEAN AT ALL TIMES.
15. STATIONING REFERS TO SURVEY CENTERLINE OF STREET.
16. LANE CLOSURES ON MAJOR ARTERIAL HIGHWAYS ARE PERMITTED ONLY BETWEEN 8:00 A.M. AND 3:30 P.M. AND BETWEEN 9:00 PM AND 6:00 AM. ONE LANE OF TRAFFIC IN EACH DIRECTION SHALL REMAIN OPEN AT ALL TIMES.
17. CONTRACTOR SHALL PREPARE AND SUBMIT TRAFFIC CONTROL PLANS AT CONTRACTOR'S EXPENSE FOR CITY'S REVIEW AND APPROVAL BEFORE CONSTRUCTION BEGINS. TRAFFIC CONTROL PLANS SHALL BE PREPARED BY A CURRENT CALIFORNIA LICENSE CIVIL OR TRAFFIC ENGINEER.
18. CONSTRUCTION STAKING SHALL BE PERFORMED BY A CALIFORNIA REGISTERED SURVEYOR OR ENGINEER RETAINED AND PAID FOR BY THE CONTRACTOR. THE SURVEYOR OR ENGINEER SHALL CERTIFY ON THE FINAL CONSTRUCTION DRAWING THAT THE STAKING WAS PERFORMED ACCORDING TO APPROVED PLANS.
19. TRAFFIC SIGNAL, SIGNING AND STRIPING SHALL CONFORM TO THE STATE OF CALIFORNIA STANDARD PLANS AND SPECIFICATIONS, DATED 2023 AND LATEST REVISIONS, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA M.U.T.C.D.), DATED 2014, CURRENT REVISION, THESE PLANS, AND THE SPECIAL PROVISIONS.
20. CONTRACTOR SHALL OBTAIN APPROVAL FROM THE ENGINEER FOR EXACT EQUIPMENT LOCATIONS (SIZE AND DURATION) PRIOR TO FINAL PLACEMENT.

REGISTERED PROFESSIONAL ENGINEER — DELFINO R. CONSUNJI — No. 57908 Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

ONWARD ENGINEERING
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Prepared Under the Supervision of:
DELFINO CONSUNJI RCE 57908 — 03/06/2026 DATE

engineering division
REVISIONS

DATE	BY	

FIELD BOOK REF.
PLAN REF.

CITY OF NORWALK

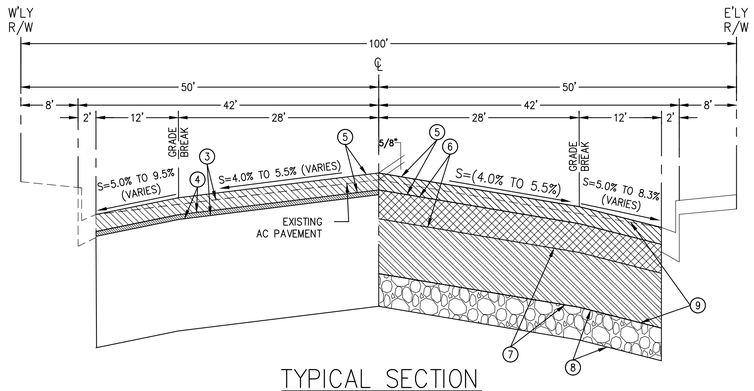
TITLE: TITLE SHEET
CARMENITA ROAD PAVEMENT REHABILITATION
550' N/O EXCELSIOR DRIVE TO ROSECRANS AVENUE

Approved — Albert Mendoza, City Engineer — RCE 90882 — 2026-06-26 DATE
Recommended — Ron Chen, Principal Civil Engineer — RCE 75709 — 4/22/26 DATE

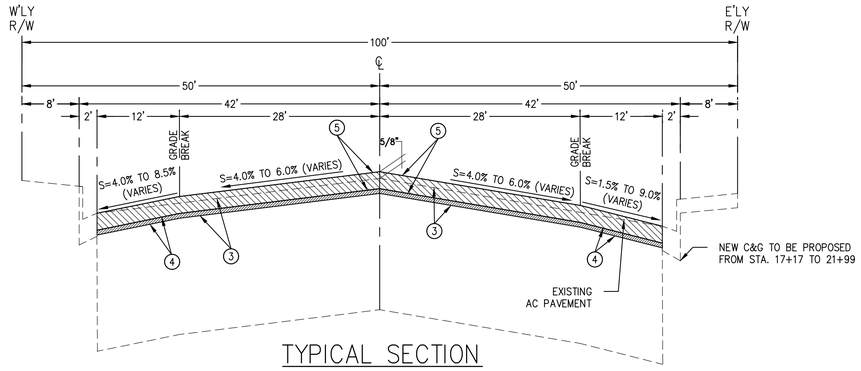
PROJECT NO. 7184
DRAWING NO. A-1900

Drawn By A.S. Checked By D.C.
SHEET 1 OF 20

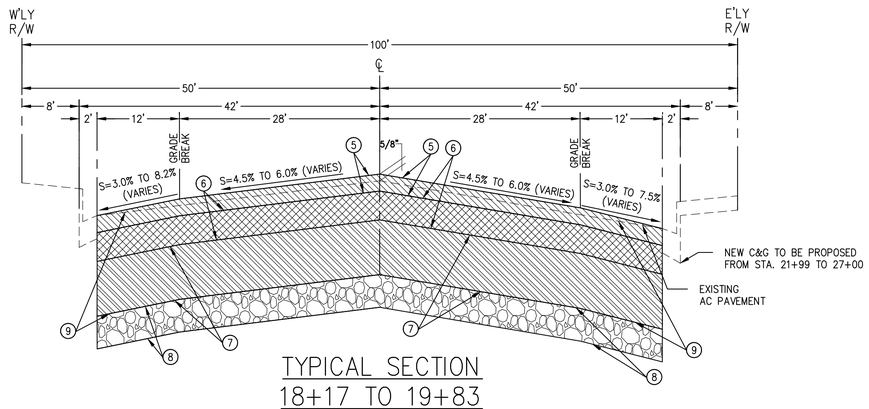
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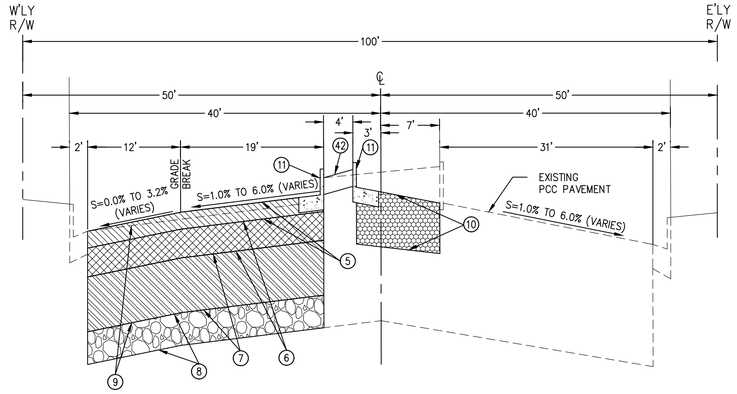
TYPICAL SECTION
STA 15+63 TO STA 17+17
N.T.S.



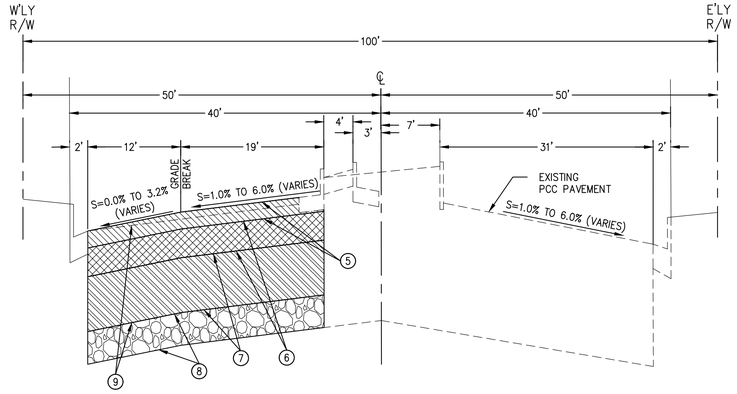
TYPICAL SECTION
17+17 TO 18+17
19+83 TO 21+99
30+35 TO 32+92
N.T.S.



TYPICAL SECTION
18+17 TO 19+83
21+99 TO 30+34
N.T.S.



TYPICAL SECTION
STA 32+92 TO 33+77
N.T.S.



TYPICAL SECTION
STA 33+77 TO 35+18
N.T.S.

CONSTRUCTION NOTES

(3) COLD MILL 1-3/4" OF EXISTING AC PAVEMENT
(4) CONSTRUCT 3/8" ARAM INTERLAYER
(5) CONSTRUCT 2" AC TYPE C2 PG64-10 SURFACE COURSE
(6) CONSTRUCT 6" AC TYPE B PG64-10 BASE COURSE
(7) CONSTRUCT 12" AB
(8) SCARIFY TOP 8" OF SUB GRADE AND COMPACT TO 95% RELATIVE COMPACTION
(9) EXCAVATE 20" OF EXISTING AC PAVEMENT
(10) CONSTRUCT 9" CONCRETE PAVEMENT PER SPPWC STD PLAN 132-4
(11) MODIFY RAISED CONCRETE MEDIAN (A3 6" CURB & GUTTER PER LAC RD STD. DETAIL PLAN NO. 28-01)
(42) CONSTRUCT COLORED CONCRETE PAVEMENT (MATCH EXISTING)

LEGEND

- CONSTRUCT 2" AC TYPE C2 PG64-10 SURFACE COURSE
- CONSTRUCT 6" AC TYPE B PG64-10 BASE COURSE
- CONSTRUCT 12" AB
- SCARIFY TOP 8" OF SUB GRADE AND COMPACT TO 95% RELATIVE COMPACTION
- CONSTRUCT 3/8" ARAM INTERLAYER
- CONSTRUCT 9" CONCRETE PAVEMENT PER SPPWC STD PLAN 132-4

REGISTERED PROFESSIONAL ENGINEER
DELFINO R. CONSUNJI
No. 57908
Exp. 6-30-26
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STATE OF CALIFORNIA

CONWARD ENGINEERING
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Prepared Under the Supervision of:
DELFINO CONSUNJI RCE 57908
03/06/2026
DATE

engineering division
REVISIONS

DATE	BY	

FIELD BOOK REF.
PLAN REF.

CITY OF NORWALK

TITLE: TYPICAL STREET SECTIONS AND DETAILS
CARMENITA ROAD PAVEMENT REHABILITATION
550' N/O EXCELSIOR DRIVE TO ROSECRANS AVENUE

Approved
Albert Mendoza City Engineer RCE 90882 2026-06-26 DATE

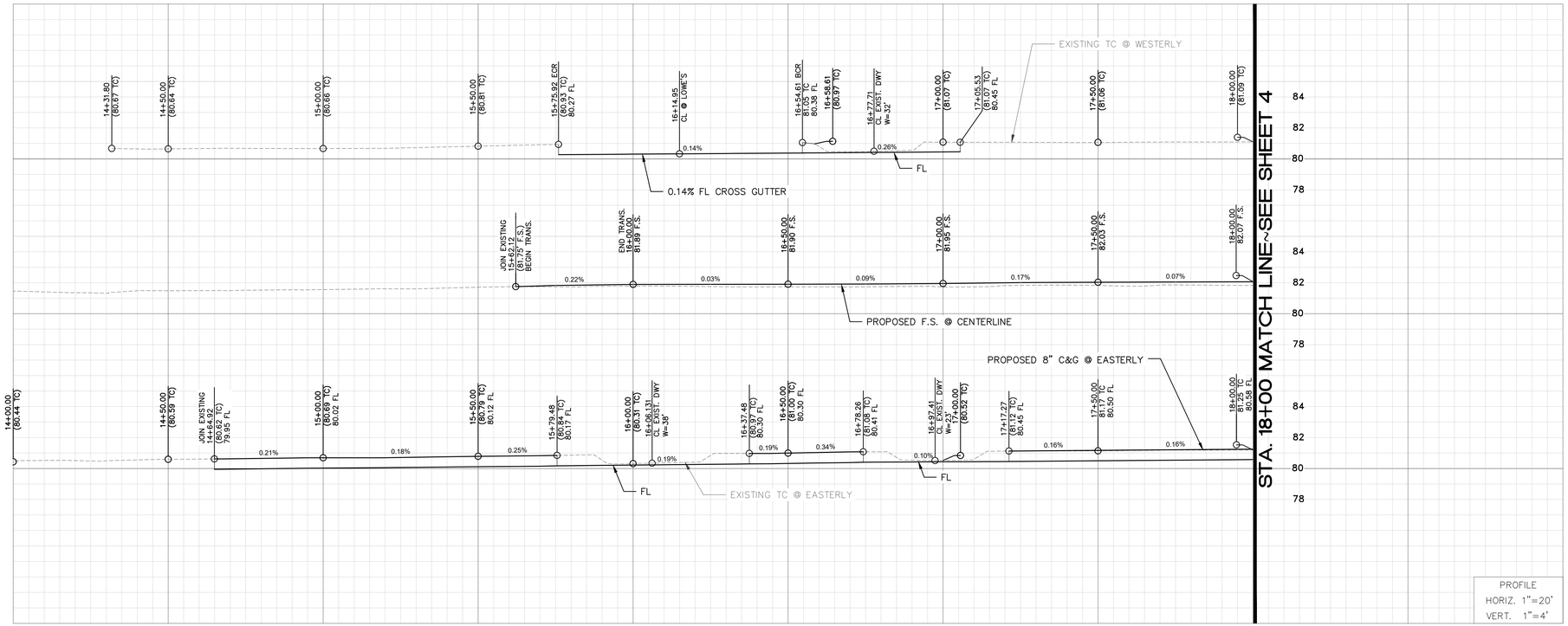
Recommended
Run Chen, Principal Civil Engineer RCE 75709 4/22/26 DATE

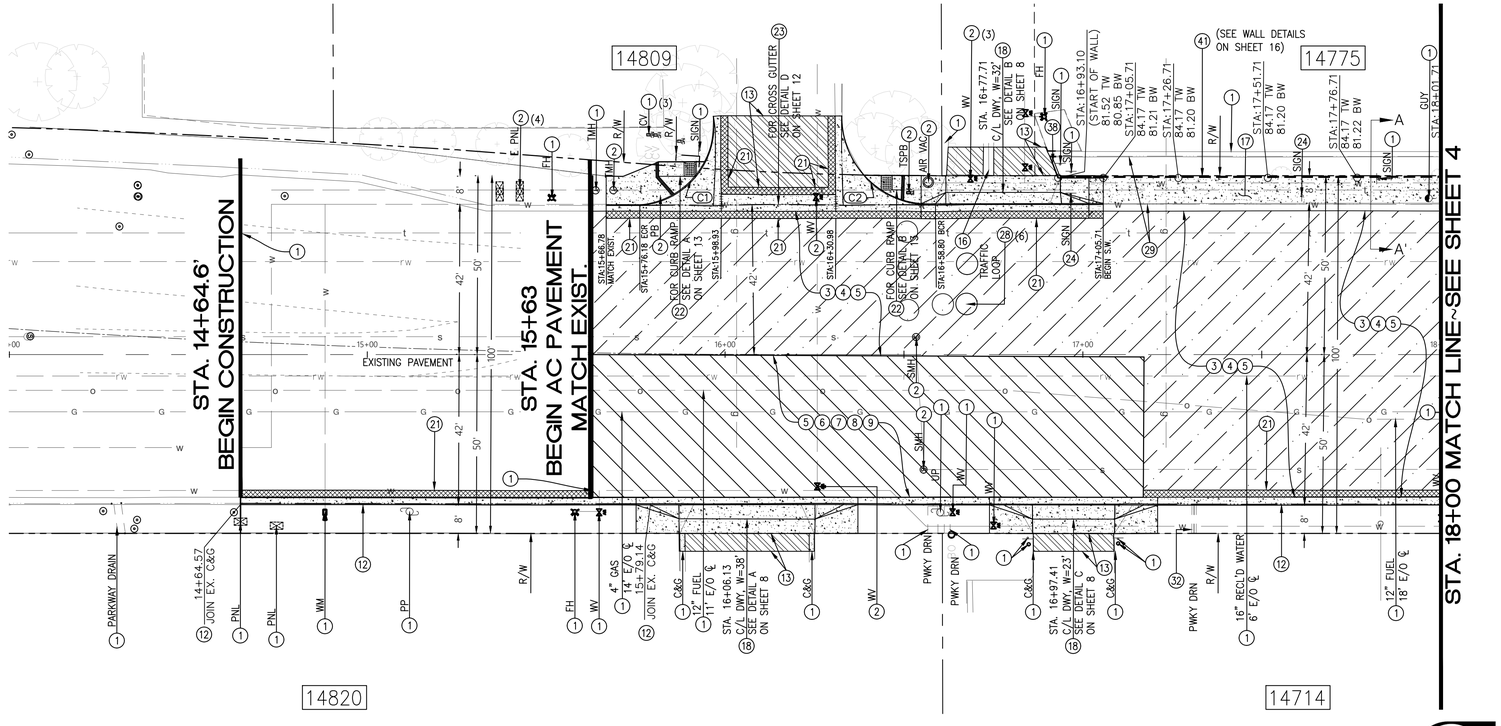
PROJECT NO. 7184
DRAWING NO. A-1901

Drawn By A.S. Checked By D.C.
SHEET 2 OF 20

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CONSTRUCTION NOTES

1. PROTECT IN PLACE
2. ADJUST TO GRADE.
3. COLD MILL 1-3/4" OF EXISTING AC PAVEMENT
4. CONSTRUCT 3/8" ARAM INTERLAYER
5. CONSTRUCT 2" AC TYPE C2 PG64-10 SURFACE COURSE
6. CONSTRUCT 6" AC TYPE B PG64-10 BASE COURSE
7. CONSTRUCT 12" AB
8. SCARIFY TOP 8" OF SUB GRADE AND COMPACT TO 95% RELATIVE COMPACTION
9. EXCAVATE 20" OF EXISTING AC PAVEMENT
12. REMOVE EXISTING CURB & GUTTER AND RECONSTRUCT CURB & GUTTER PER CITY OF NORWALK STD. DETAIL NO. 105 – A
13. REMOVE EXISTING ASPHALT AND BASE TO 6" DEPTH AND REPLACE WITH 6" FULL DEPTH AC (C2-PG 64-10) SURFACE COURSE
16. REMOVE AND REPLACE EXISTING RIBBON GUTTER PER SPPWC STD. DETAIL NO. 122-3 (MATCH EXISTING WIDTH)
17. CONSTRUCT PCC SIDEWALK PER CITY OF NORWALK STD DETAIL NO. 104
18. REMOVE & RECONSTRUCT PCC DRIVEWAY APPROACH PER CITY OF NORWALK STD. DETAIL NO. 102 – A. SEE PLANS FOR CASE
21. SAWCUT AND EXCAVATE EXISTING AC PAVEMENT TO A MINIMUM DEPTH OF 8" BELOW FINISHED SURFACE PER PLAN, 2' WIDE MAXIMUM AND CONSTRUCT 8" THICK CONVENTIONAL AC
22. REMOVE & RECONSTRUCT PCC CURB RAMP PER SPPWC STD. DETAIL NO. 111 – 5. SEE PLANS FOR CASE
23. REMOVE & RECONSTRUCT PCC CROSS GUTTER PER CITY OF NORWALK STANDARD 106A. SEE PLANS FOR CASE
24. REMOVE AND RELOCATE
28. REMOVE AND REPLACE EXISTING TRAFFIC LOOPS AS PER CALTRANS STD. PLAN NO. ES-5B, TYPE-E
29. FIELD VERIFY AND MODIFY EXISTING IRRIGATION
32. REMOVE AND REPLACE EXISTING PARKWAY DRAIN AS PER NORWALK CITY STD. DETAIL NO. 107-A
38. MODIFY EXISTING CURB FROM 6" TO 8" AS PER CITY OF NORWALK STD. DETAIL NO. 105
41. CONSTRUCT CMU RETAINING WALL (H=16") PER SPPWC STD. PLAN 618-3 (TYPE A)

UTILITY ADJUSTMENT			
STATION	OFFSET	UTILITY	OWNER
16+26	±37 RT	WV	CITY OF SANTA FE SPRINGS
16+53	±5 LT	SS MH	CITY OF NORWALK
16+55	±32 RT	SS MH	CITY OF NORWALK
16+62	±14 LT	TRAFFIC LOOP	CITY OF NORWALK
16+67	±14 LT	TRAFFIC LOOP	CITY OF NORWALK
16+68	±25 LT	TRAFFIC LOOP	CITY OF NORWALK

LEGEND:

- COLD MILL 1-3/4" OF EXISTING AC PAVEMENT, CONSTRUCT 3/8" ARAM INTERLAYER AND 2" AC TYPE C2 PG64-10 SURFACE COURSE
- RECONSTRUCT WILL BE 8" AC OVER 12" AB
- REMOVE EXISTING CONCRETE
- REMOVE EXISTING CURB RAMP, CURB & GUTTER, DRIVEWAY & SIDEWALK AND RE-CONSTRUCT
- SAWCUT AND EXCAVATE EXISTING AC PAVEMENT
- REMOVE EXISTING ASPHALT AND BASE TO 6" DEPTH AND REPLACE WITH 6" FULL DEPTH AC (C2-PG 64-10) SURFACE COURSE

Curve Table				
NO.	DELTA	RADIUS	LENGTH	TANGENT
C1	91°03'29"	22.54'	35.82'	23.0'
C2	95°17'06"	24.24'	40.32'	26.6'

SCALE 1" : 20'

CARMENITA ROAD

ONWARD ENGINEERING
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REGISTERED PROFESSIONAL ENGINEER
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No. 57908
Exp. 6-30-26
CIVIL
STATE OF CALIFORNIA

Prepared Under the Supervision of:
DELFINO CONSUNJI RCE 57908
03/06/2026
DATE

engineering division
REVISIONS

DATE	BY

FIELD BOOK REF.
PLAN REF.

CITY OF NORWALK

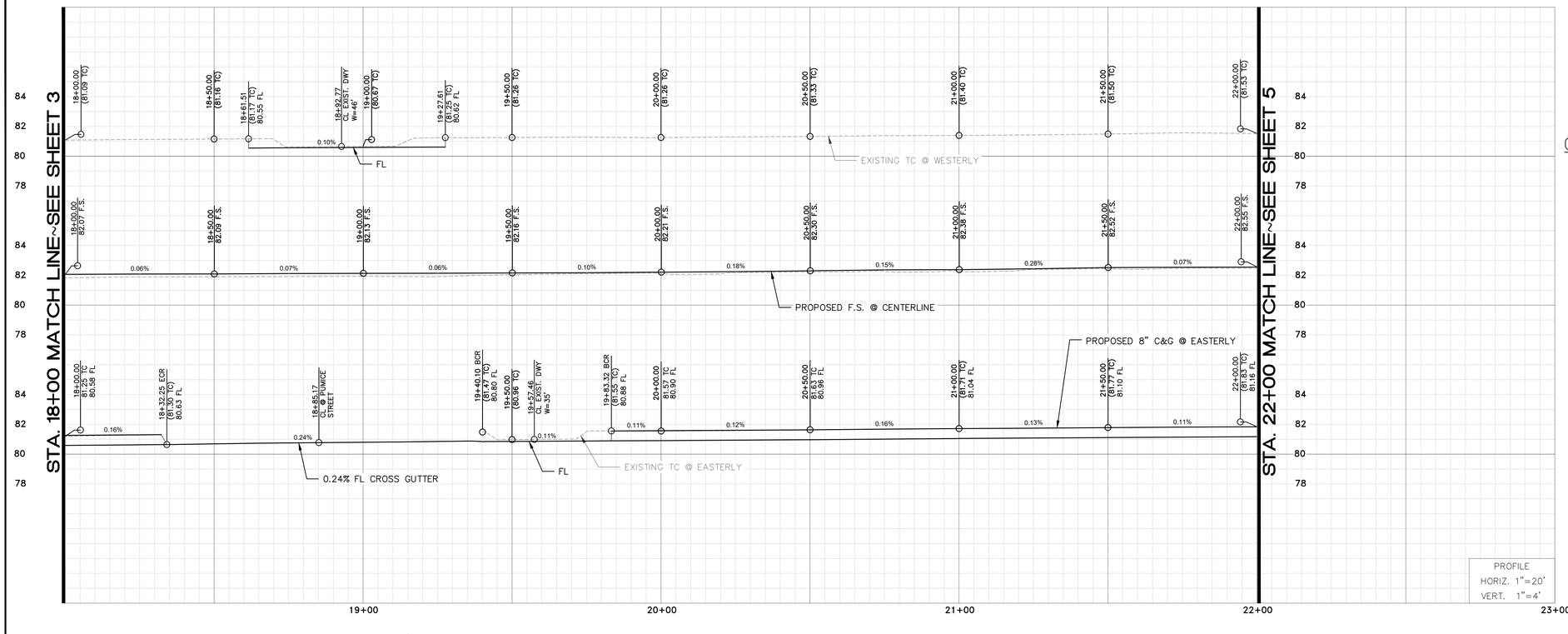
TITLE: STREET IMPROVEMENT PLAN
CARMENITA ROAD PAVEMENT REHABILITATION
FROM STA 15+62 TO 18+00

Approved
Albert Mendoza, City Engineer RCE 90882 DATE 2026-06-26

Recommended
Run Chen, Principal Civil Engineer RCE 75709 DATE 4/22/26

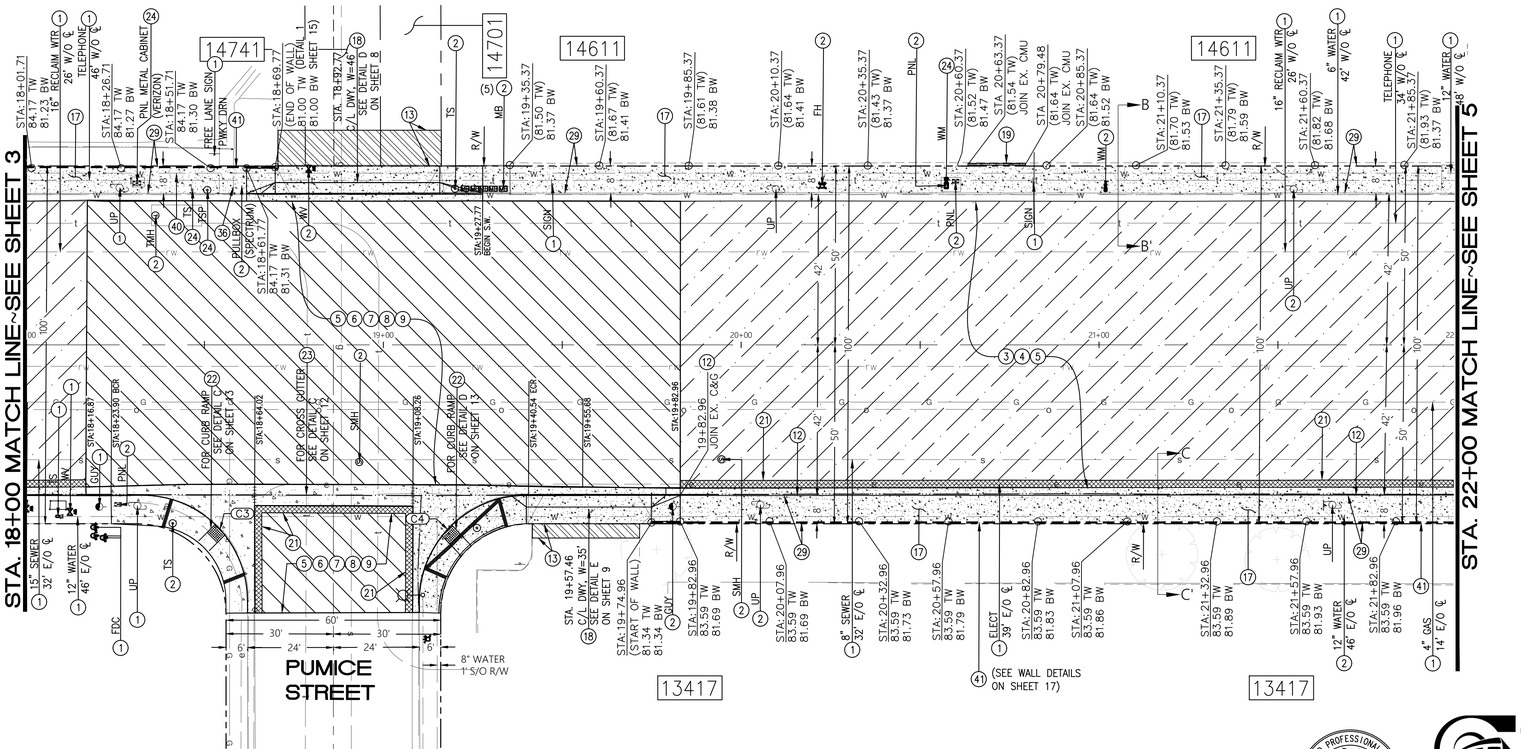
PROJECT NO. 7184
DRAWING NO. A-1902

Drawn By A.S. Checked By D.C.
SHEET 3 OF 20



CONSTRUCTION NOTES

1. PROTECT IN PLACE
2. ADJUST TO GRADE.
3. COLD MILL 1–3/4" OF EXISTING AC PAVEMENT
4. CONSTRUCT 3/8" ARAM INTERLAYER
5. CONSTRUCT 2" AC TYPE C2 PG64–10 SURFACE COURSE
6. CONSTRUCT 6" AC TYPE B PG64–10 BASE COURSE
7. CONSTRUCT 12" AB
8. SCARIFY TOP 8" OF SUB GRADE AND COMPACT TO 95% RELATIVE COMPACTION
9. EXCAVATE 20" OF EXISTING AC PAVEMENT
12. REMOVE EXISTING CURB & GUTTER AND RECONSTRUCT CURB & GUTTER PER CITY OF NORWALK STD. DETAIL NO. 105 – A
13. REMOVE EXISTING ASPHALT AND BASE TO 6" DEPTH AND REPLACE WITH 6" FULL DEPTH AC (C2–PG 64–10) SURFACE COURSE
17. CONSTRUCT PCC SIDEWALK PER CITY OF NORWALK STD DETAIL NO. 104
18. REMOVE & RECONSTRUCT PCC DRIVEWAY APPROACH PER CITY OF NORWALK STD. DETAIL NO. 102 – A. SEE PLANS FOR CASE
19. REPAIR CMU RETAINING WALL (TYPE A) PER SPPWC STD. PLAN 618–3
21. SAWCUT AND EXCAVATE EXISTING AC PAVEMENT TO A MINIMUM DEPTH OF 8" BELOW FINISHED SURFACE PER PLAN, 2' WIDE MAXIMUM AND CONSTRUCT 8" THICK CONVENTIONAL AC
22. REMOVE & RECONSTRUCT PCC CURB RAMP PER SPPWC STD. DETAIL NO. 111 – 5. SEE PLANS FOR CASE
23. REMOVE & RECONSTRUCT PCC CROSS GUTTER PER CITY OF NORWALK STANDARD 106A. SEE PLANS FOR CASE
24. REMOVE AND RELOCATE
29. FIELD VERIFY AND MODIFY EXISTING IRRIGATION
36. REMOVE AND REPLACE EXISTING PARKWAY DRAIN AS PER NORWALK CITY STD. DETAIL NO. 107–B
40. REMOVE EXISTING TREE
41. CONSTRUCT CMU RETAINING WALL (H=16") PER SPPWC STD. PLAN 618–3 (TYPE A)



UTILITY ADJUSTMENT			
STATION	OFFSET	UTILITY	OWNER
18+36	±36 LT	TMH	VERIZON (GTE)
18+93	±33 RT	SS MH	CITY OF NORWALK
19+94	±32 RT	SS MH	CITY OF NORWALK

LEGEND:

- COLD MILL 1–3/4" OF EXISTING AC PAVEMENT, CONSTRUCT 3/8" ARAM INTERLAYER AND 2" AC TYPE C2 PG64–10 SURFACE COURSE
- RECONSTRUCT WILL BE 8" AC OVER 12" AB
- REMOVE EXISTING CONCRETE
- REMOVE EXISTING CURB RAMP, CURB & GUTTER, DRIVEWAY & SIDEWALK AND RE–CONSTRUCT
- SAWCUT AND EXCAVATE EXISTING AC PAVEMENT
- REMOVE EXISTING ASPHALT AND BASE TO 6" DEPTH AND REPLACE WITH 6" FULL DEPTH AC (C2–PG 64–10) SURFACE COURSE

Curve Table				
NO.	DELTA	RADIUS	LENGTH	TANGENT
C3	91°55'13"	29.33'	47.05'	30.3'
C4	93°18'12"	29.80'	48.53'	31.6'

SCALE 1" : 20'

CARMENITA ROAD

ONWARD ENGINEERING
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Prepared Under the Supervision of:
DELFINO CONSUNJI RCE 57908
03/06/2026 DATE

REGISTERED PROFESSIONAL ENGINEER DELFINO R. CONSUNJI No. 57908 Exp. 6-30-26 STATE OF CALIFORNIA CIVIL

engineering division
REVISIONS

DATE	BY	

FIELD BOOK REF.
PLAN REF.

CITY OF NORWALK

TITLE: STREET IMPROVEMENT PLAN
CARMENITA ROAD PAVEMENT REHABILITATION
FROM STA 18+00 TO 22+00

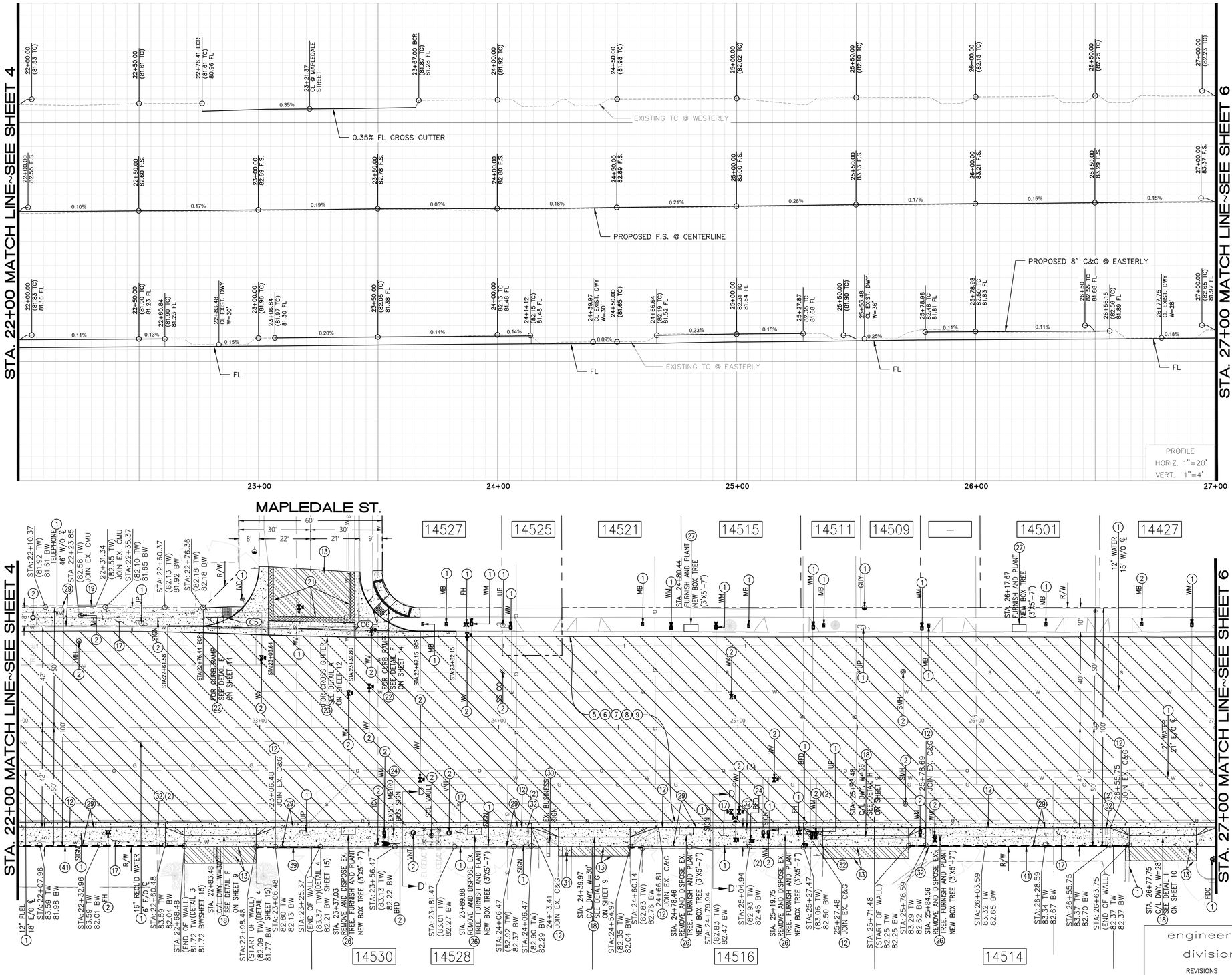
Approved
Albert Mendoza, City Engineer RCE 90882 2026-06-26 DATE

Recommended
Run Chen, Principal Civil Engineer RCE 75709 4/22/26 DATE

PROJECT NO. 7184
DRAWING NO. A–1903
Drawn By A.S. Checked By D.C.
SHEET 4 OF 20

C:\USERS\ABHISHEKSINGH\BOX\PROJECTS\NORWALK\1–CARMENITA RD. REHAB –PROJECT NO. 7184\CAD\PLAN–SHEETS\STPP–CARMENITA ROAD.DWG LAST SAVED BY: ABHISHEKSINGH 2026–03–04

LAST SAVED BY: ABHISHEKSINGH 2026-03-04
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CONSTRUCTION NOTES

1. PROTECT IN PLACE
2. ADJUST TO GRADE.
5. CONSTRUCT 2" AC TYPE C2 PG64-10 SURFACE COURSE
6. CONSTRUCT 6" AC TYPE B PG64-10 BASE COURSE
7. CONSTRUCT 12" AB
8. SCARIFY TOP 8" OF SUB GRADE AND COMPACT TO 95% RELATIVE COMPACTION
9. EXCAVATE 20" OF EXISTING AC PAVEMENT
12. REMOVE EXISTING CURB & GUTTER AND RECONSTRUCT CURB & GUTTER PER CITY OF NORWALK STD. DETAIL NO. 105 – A
13. REMOVE EXISTING ASPHALT AND BASE TO 6" DEPTH AND REPLACE WITH 6" FULL DEPTH AC (C2-PG 64-10) SURFACE COURSE
17. CONSTRUCT PCC SIDEWALK PER CITY OF NORWALK STD DETAIL NO. 104
18. REMOVE & RECONSTRUCT PCC DRIVEWAY APPROACH PER CITY OF NORWALK STD. DETAIL NO. 102 – A. SEE PLANS FOR CASE
19. REPAIR CMU RETAINING WALL (TYPE A) PER SPPWC STD. PLAN 618-3
21. SAWCUT AND EXCAVATE EXISTING AC PAVEMENT TO A MINIMUM DEPTH OF 8" BELOW FINISHED SURFACE PER PLAN, 2' WIDE MAXIMUM AND CONSTRUCT 8" THICK CONVENTIONAL AC
22. REMOVE & RECONSTRUCT PCC CURB RAMP PER SPPWC STD. DETAIL NO. 111 – 5. SEE PLANS FOR CASE
23. REMOVE & RECONSTRUCT PCC CROSS GUTTER PER CITY OF NORWALK STANDARD 106A. SEE PLANS FOR CASE
24. REMOVE AND RELOCATE
26. REMOVE EXISTING TREE AND PLANT NEW 15 GAL TREE PER SPPWC STD. DETAIL NO. 519-3
27. FURNISH AND PLANT NEW 15 GAL TREE PER SPWWC STD. DETAIL NO. 519-3
29. FIELD VERIFY AND MODIFY EXISTING IRRIGATION
30. REMOVE AND RELOCATE EXISTING SIGN. CONTRACTOR SHALL COORDINATE WITH THE PROPERTY/ BUSINESS OWNER AND CITY REGARDING BUILDING & SAFETY PERMIT REQUIREMENTS.
31. REMOVE AND REPLACE EXISTING 14" INLET PER SPPWC STD. DETAIL NO. 150-4
32. REMOVE AND REPLACE EXISTING PARKWAY DRAIN AS PER NORWALK CITY STD. DETAIL NO. 107-A
39. CONSTRUCT 6" RETAINING CURB PER CITY OF NORWALK STD. DETAIL NO. 105
41. CONSTRUCT CMU RETAINING WALL (H=16") PER SPPWC STD. PLAN 618-3 (TYPE A)

UTILITY ADJUSTMENT

STATION	OFFSET	UTILITY	OWNER
22+24	±36 LT	TMH	VERIZON (GTE)
23+00	±29 LT	WV	NORWALK WATER
23+37	±14 LT	WV	NORWALK WATER
23+46	±17 LT	WV	NORWALK WATER
23+67	±22 RT	WV	CITY OF SANTA FE SPRINGS
23+86	±39 LT	WV	NORWALK WATER
24+01	±23 LT	SS CO	CITY OF NORWALK
24+97	±35 RT	WV	CITY OF SANTA FE SPRINGS
24+97	±13 LT	WV	NORWALK WATER
24+99	±38 RT	WV	CITY OF SANTA FE SPRINGS
25+00	±35 RT	WV	CITY OF SANTA FE SPRINGS
25+15	±22 RT	WV	CITY OF SANTA FE SPRINGS
25+69	±23 LT	SS MH	CITY OF NORWALK
25+70	±32 RT	SS MH	CITY OF NORWALK

LEGEND:

- COLD MILL 1-3/4" OF EXISTING AC PAVEMENT, CONSTRUCT 3/8" ARAM INTERLAYER AND 2" AC TYPE C2 PG64-10 SURFACE COURSE
- RECONSTRUCT WILL BE 8" AC OVER 12" AB
- REMOVE EXISTING CONCRETE
- REMOVE EXISTING CURB RAMP, CURB & GUTTER, DRIVEWAY & SIDEWALK AND RE-CONSTRUCT
- SAWCUT AND EXCAVATE EXISTING AC PAVEMENT
- REMOVE EXISTING ASPHALT AND BASE TO 6" DEPTH AND REPLACE WITH 6" FULL DEPTH AC (C2-PG 64-10) SURFACE COURSE

SCALE 1" : 20'

Curve Table

NO.	DELTA	RADIUS	LENGTH	TANGENT
C5	84°47'35"	25.12'	37.17'	22.9'
C6	91°04'41"	24.74'	39.33'	25.2'

engineering division

REVISIONS

DATE	BY

FIELD BOOK REF.

PLAN REF.

CONWARD ENGINEERING
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Prepared Under the Supervision of:

DELFINO CONSUNJI RCE 57908 — 03/06/2026 DATE

REGISTERED PROFESSIONAL ENGINEER — DELFINO R. CONSUNJI — No. 57908 Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

CITY OF NORWALK

TITLE: STREET IMPROVEMENT PLAN
CARMENITA ROAD PAVEMENT REHABILITATION
FROM STA 22+00 TO 27+00

Approved
Albert Mendoza, City Engineer — RCE 90882 — 2026-06-26 DATE

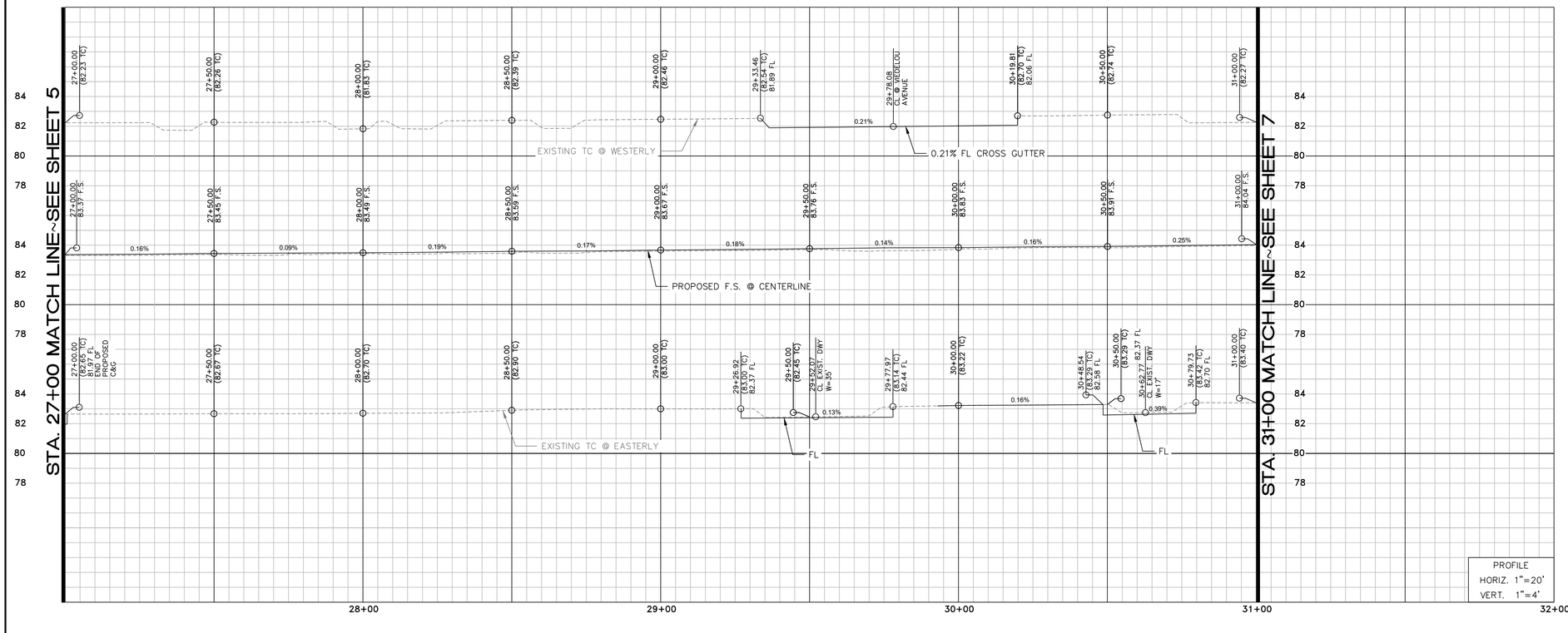
Recommended
Run Chen, Principal Civil Engineer — RCE 75709 — 4/22/26 DATE

PROJECT NO. 7184

DRAWING NO. A-1904

Drawn By A.S. | Checked By D.C.

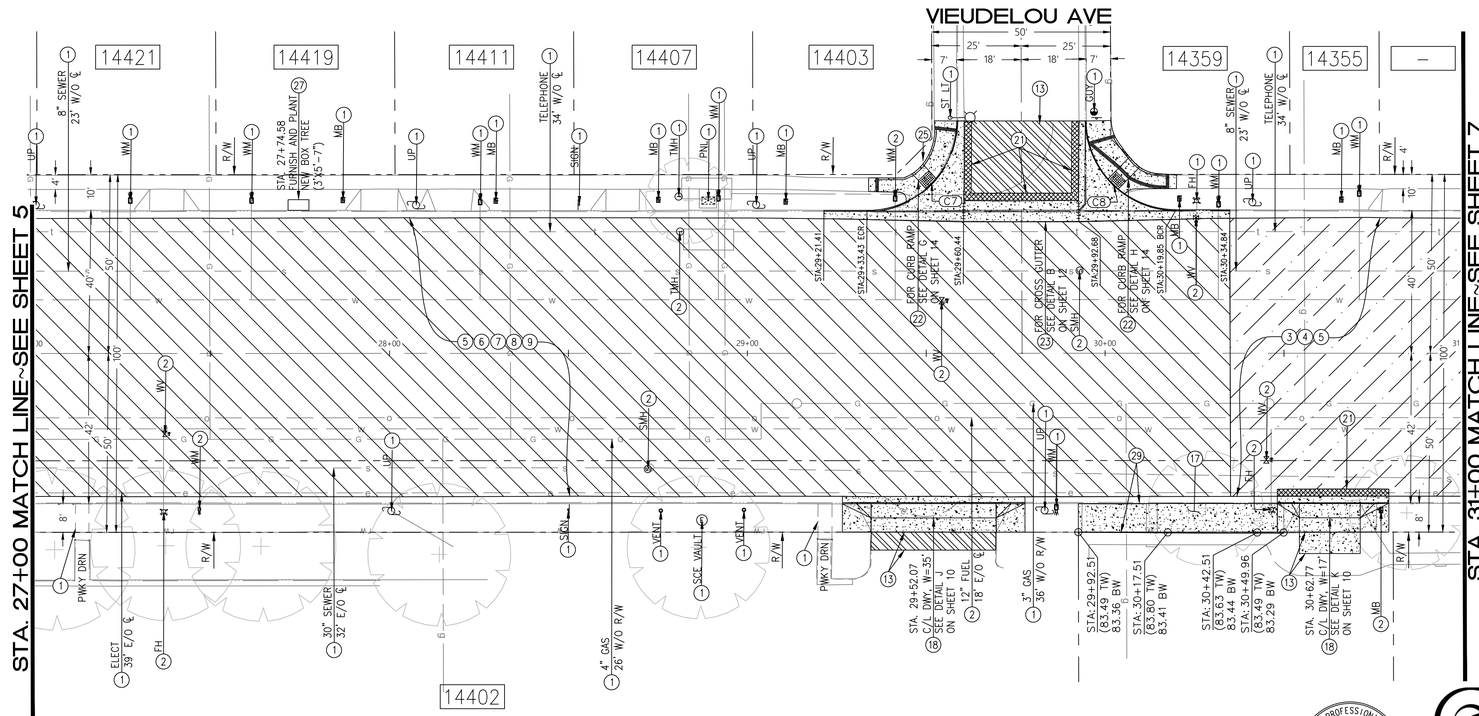
SHEET 5 OF 20



CONSTRUCTION NOTES

1. PROTECT IN PLACE
2. ADJUST TO GRADE.
3. COLD MILL 1-3/4" OF EXISTING AC PAVEMENT
4. CONSTRUCT 3/8" ARAM INTERLAYER
5. CONSTRUCT 2" AC TYPE C2 PG64-10 SURFACE COURSE
6. CONSTRUCT 6" AC TYPE B PG64-10 BASE COURSE
7. CONSTRUCT 12" AB
8. SCARIFY TOP 8" OF SUB GRADE AND COMPACT TO 95% RELATIVE COMPACTION
9. EXCAVATE 20" OF EXISTING AC PAVEMENT
13. REMOVE EXISTING ASPHALT AND BASE TO 6" DEPTH AND REPLACE WITH 6" FULL DEPTH AC (C2-PG 64-10) SURFACE COURSE
17. CONSTRUCT PCC SIDEWALK PER CITY OF NORWALK STD DETAIL NO. 104
18. REMOVE & RECONSTRUCT PCC DRIVEWAY APPROACH PER CITY OF NORWALK STD. DETAIL NO. 102 – A. SEE PLANS FOR CASE
21. SAWCUT AND EXCAVATE EXISTING AC PAVEMENT TO A MINIMUM DEPTH OF 8" BELOW FINISHED SURFACE PER PLAN, 2' WIDE MAXIMUM AND CONSTRUCT 8" THICK CONVENTIONAL AC
22. REMOVE & RECONSTRUCT PCC CURB RAMP PER SPPWC STD. DETAIL NO. 111 – 5. SEE PLANS FOR CASE
23. REMOVE & RECONSTRUCT PCC CROSS GUTTER PER CITY OF NORWALK STANDARD 106A. SEE PLANS FOR CASE
25. TRIM VEGETATION, IF REQUIRED
27. FURNISH AND PLANT NEW 15 GAL TREE PER SPWWC STD. DETAIL NO. 519-3
29. FIELD VERIFY AND MODIFY EXISTING IRRIGATION

UTILITY ADJUSTMENT			
STATION	OFFSET	UTILITY	OWNER
27+37	±22 RT	WV	CITY OF SANTA FE SPRINGS
28+72	±32 RT	SS MH	CITY OF NORWALK
28+81	±34 LT	TMH	VERIZON (GTE)
29+54	±15 LT	WV	NORWALK WATER
29+93	±23 LT	SS MH	CITY OF NORWALK
30+45	±30 RT	WV	CITY OF SANTA FE SPRINGS



LEGEND:

- COLD MILL 1-3/4" OF EXISTING AC PAVEMENT, CONSTRUCT 3/8" ARAM INTERLAYER AND 2" AC TYPE C2 PG64-10 SURFACE COURSE
- RECONSTRUCT WILL BE 8" AC OVER 12" AB
- REMOVE EXISTING CONCRETE
- REMOVE EXISTING CURB RAMP, CURB & GUTTER, DRIVEWAY & SIDEWALK AND RE-CONSTRUCT
- SAWCUT AND EXCAVATE EXISTING AC PAVEMENT
- REMOVE EXISTING ASPHALT AND BASE TO 6" DEPTH AND REPLACE WITH 6" FULL DEPTH AC (C2-PG 64-10) SURFACE COURSE

Curve Table				
NO.	DELTA	RADIUS	LENGTH	TANGENT
C7	91°18'47"	24.76'	39.46'	25.3'
C8	89°37'56"	25.00'	39.12'	24.8'

SCALE 1" : 20'

CARMENITA ROAD

REGISTERED PROFESSIONAL ENGINEER DELFINO R. CONSUNJI No. 57908 Exp. 6-30-26 STATE OF CALIFORNIA CIVIL

ONWARD ENGINEERING design smarter. build better

Prepared Under the Supervision of:

DELFINO CONSUNJI RCE 57908 — 03/06/2026 DATE

engineering division

REVISIONS

DATE	BY	

FIELD BOOK REF.

PLAN REF.

CITY OF NORWALK

TITLE: STREET IMPROVEMENT PLAN
CARMENITA ROAD PAVEMENT REHABILITATION
FROM STA 27+00 TO 31+00

Approved — Albert Mendoza, City Engineer — RCE 90882 — 2026-06-26 DATE

Recommended — Run Chen, Principal Civil Engineer — RCE 75709 — 4/22/26 DATE

PROJECT NO. 7184

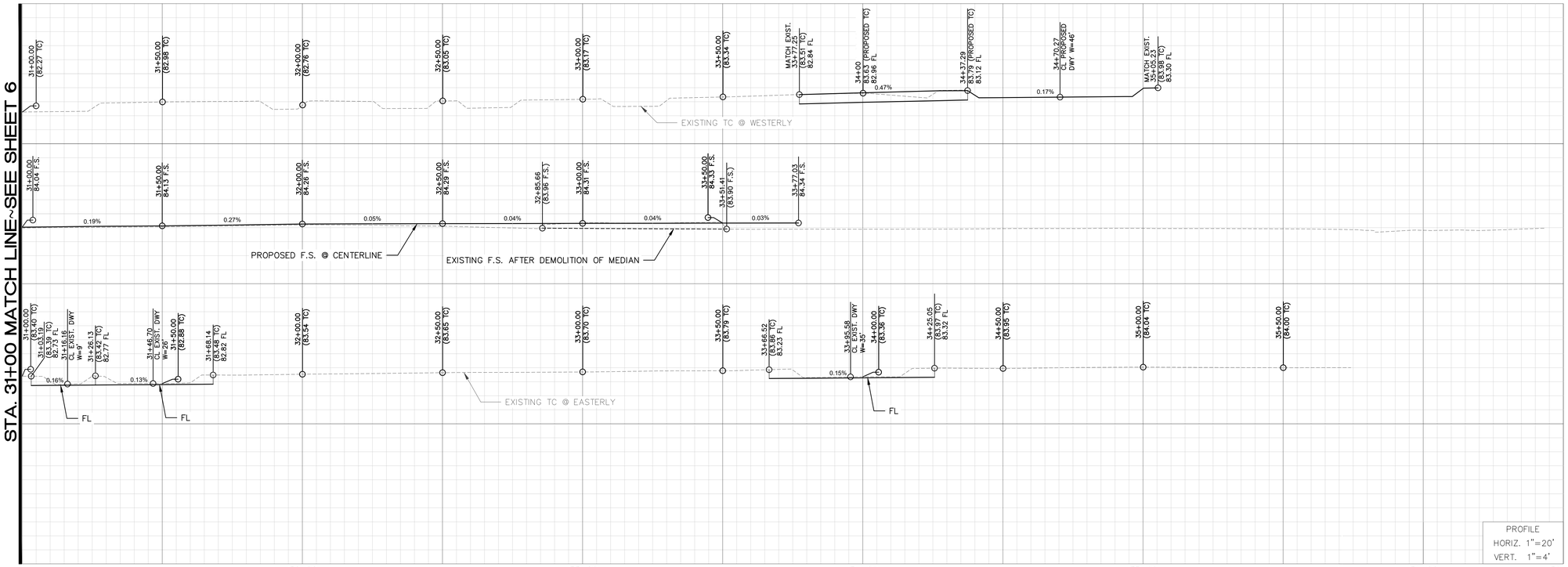
DRAWING NO. A-1905

Drawn By A.S. Checked By D.C.

SHEET 6 OF 20

C:\USERS\ABHISHEKSINGH\BOX\PROJECTS\NORWALK\1-CARMENITA RD. REHAB -PROJECT NO. 7184\CAD\PLAN-SHEETS\STPP-CARMENITA ROAD.DWG LAST SAVED BY: ABHISHEKSINGH 2026-03-04

STA. 31+00 MATCH LINE~SEE SHEET 6



CONSTRUCTION NOTES

1. PROTECT IN PLACE
2. ADJUST TO GRADE.
3. COLD MILL 1–3/4" OF EXISTING AC PAVEMENT
4. CONSTRUCT 3/8" ARAM INTERLAYER
5. CONSTRUCT 2" AC TYPE C2 PG64–10 SURFACE COURSE
6. CONSTRUCT 6" AC TYPE B PG64–10 BASE COURSE
7. CONSTRUCT 12" AB
8. SCARIFY TOP 8" OF SUB GRADE AND COMPACT TO 95% RELATIVE COMPACTION
9. EXCAVATE 20" OF EXISTING AC PAVEMENT
10. CONSTRUCT 9" CONCRETE PAVEMENT PER SPPWC STD PLAN 132–4
11. MODIFY RAISED CONCRETE MEDIAN (A3 6" CURB & GUTTER PER LAC RD STD. DETAIL PLAN NO. 28–01)
12. REMOVE EXISTING CURB & GUTTER AND RECONSTRUCT CURB & GUTTER PER CITY OF NORWALK STD. DETAIL NO. 105 – A
13. REMOVE EXISTING ASPHALT AND BASE TO 6" DEPTH AND REPLACE WITH 6" FULL DEPTH AC (C2–PG 64–10) SURFACE COURSE
16. REMOVE AND REPLACE EXISTING RIBBON GUTTER PER SPPWC STD. DETAIL NO. 122–3 (MATCH EXISTING WIDTH)
17. CONSTRUCT PCC SIDEWALK PER CITY OF NORWALK STD DETAIL NO. 104
18. REMOVE & RECONSTRUCT PCC DRIVEWAY APPROACH PER CITY OF NORWALK STD. DETAIL NO. 102 – A. SEE PLANS FOR CASE
20. REMOVE EXISTING CONCRETE
21. SAWCUT AND EXCAVATE EXISTING AC PAVEMENT TO A MINIMUM DEPTH OF 8" BELOW FINISHED SURFACE PER PLAN, 2' WIDE MAXIMUM AND CONSTRUCT 8" THICK CONVENTIONAL AC
24. REMOVE AND RELOCATE
27. FURNISH AND PLANT NEW 15 GAL TREE PER SPWWC STD. DETAIL NO. 519–3
31. REMOVE AND REPLACE EXISTING 14" INLET PER SPPWC STD. DETAIL NO. 150–4
32. REMOVE AND REPLACE EXISTING PARKWAY DRAIN AS PER NORWALK CITY STD. DETAIL NO. 107–A
33. REMOVE AND RELOCATE EXISTING BUS SIGN (NEW LOCATION TO BE PROVIDED BY CITY)
34. REMOVE EXISTING DRIVEWAY AND REPLACE WITH PCC SIDEWALK AS PER CITY OF NORWALK STD. DETAIL NO. 102–A
42. CONSTRUCT COLORED CONCRETE PAVEMENT (MATCH EXISTING)
43. REMOVE AND RELOCATE EXISTING BFP & ICV TO STA. 33+81 (FILED VERIFY)

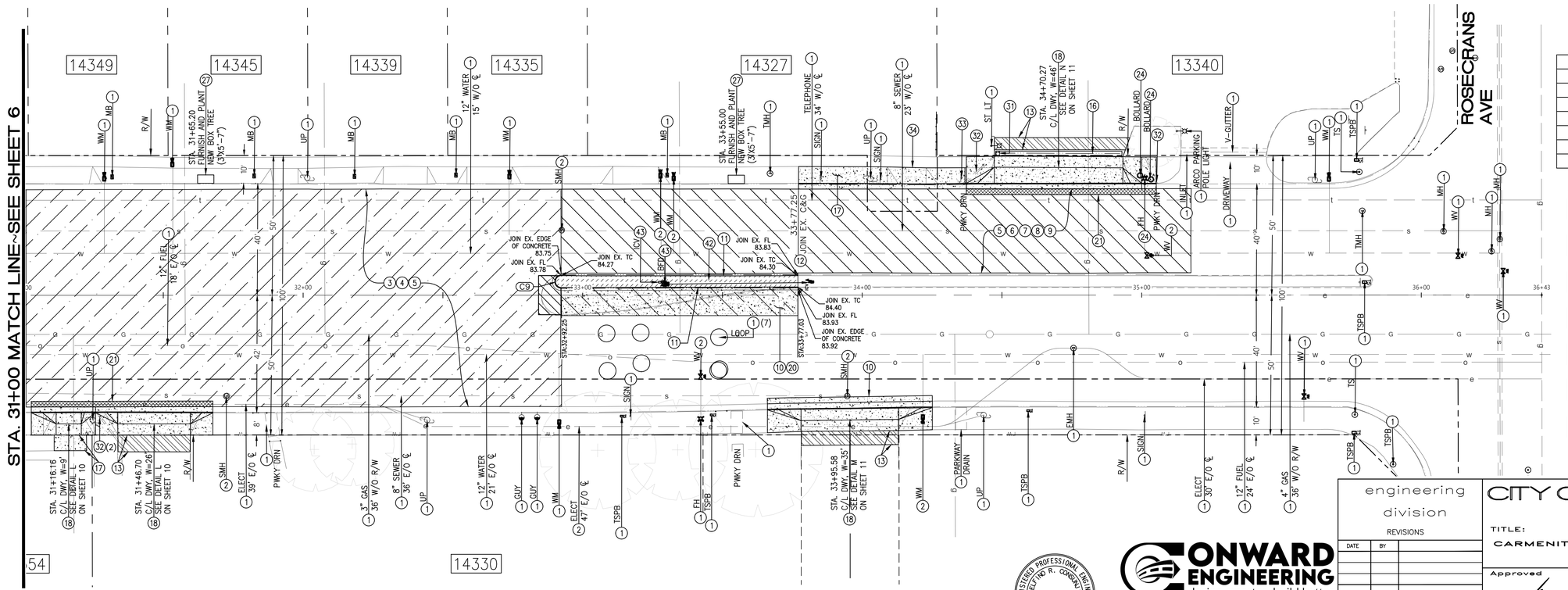
Curve Table

NO.	DELTA	RADIUS	LENGTH	TANGENT
C9	171°51'34"	2.15'	6.46'	30.3'

UTILITY ADJUSTMENT

STATION	OFFSET	UTILITY	OWNER
31+73	±36 RT	SS MH	CITY OF NORWALK
32+93	±23 LT	SS MH	CITY OF NORWALK
33+28	±5 LT	ICV	CITY OF NORWALK
33+29	±4 LT	BFD	CITY OF NORWALK
33+95	±36 RT	SMH	CITY OF NORWALK
35+02	±14 LT	WV	NORWALK WATER

STA. 31+00 MATCH LINE~SEE SHEET 6



LEGEND:

- COLD MILL 1–3/4" OF EXISTING AC PAVEMENT, CONSTRUCT 3/8" ARAM INTERLAYER AND 2" AC TYPE C2 PG64–10 SURFACE COURSE
- RECONSTRUCT WILL BE 8" AC OVER 12" AB
- REMOVE EXISTING CONCRETE
- REMOVE EXISTING CURB RAMP, CURB & GUTTER, DRIVEWAY & SIDEWALK AND RE–CONSTRUCT
- SAWCUT AND EXCAVATE EXISTING AC PAVEMENT
- REMOVE EXISTING ASPHALT AND BASE TO 6" DEPTH AND REPLACE WITH 6" FULL DEPTH AC (C2–PG 64–10) SURFACE COURSE
- CONSTRUCT COLORED CONCRETE PAVEMENT

SCALE 1" : 20'

CARMENITA ROAD

REGISTERED PROFESSIONAL ENGINEER — DELFINO R. CONSUNJI — No. 57908 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

ONWARD ENGINEERING — design smarter. build better

Prepared Under the Supervision of:

DELFINO CONSUNJI RCE 57908 — 03/06/2026 DATE

engineering division

REVISIONS

DATE	BY	

FIELD BOOK REF.

PLAN REF.

CITY OF NORWALK

TITLE: STREET IMPROVEMENT PLAN
CARMENITA ROAD PAVEMENT REHABILITATION
FROM STA 31+00 TO 36+43

Approved — Albert Mendoza, City Engineer — RCE 90882 — DATE 2026-06-26

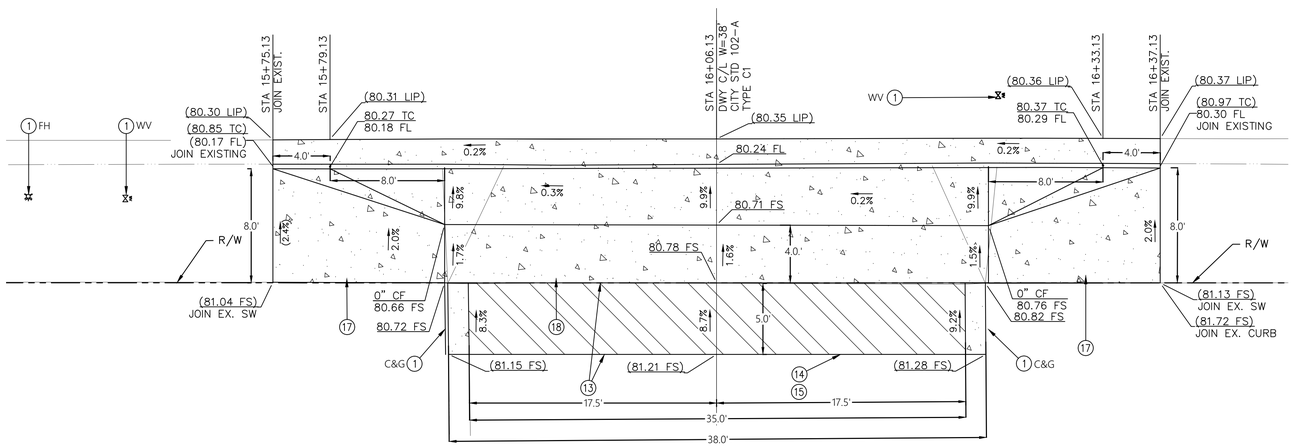
Recommended — Run Chen, Principal Civil Engineer — RCE 75709 — DATE 4/22/26

PROJECT NO. 7184

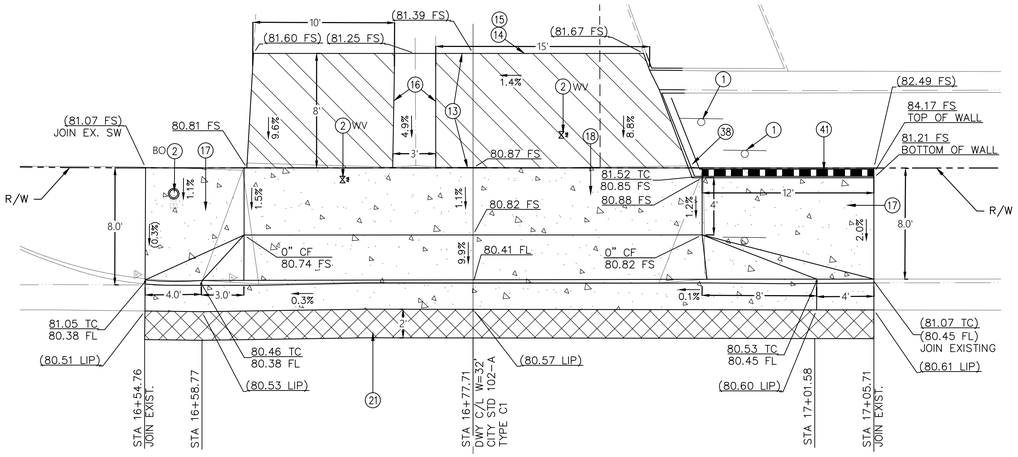
DRAWING NO. A–1906

Drawn By A.S. — Checked By D.C. — SHEET 7 OF 20

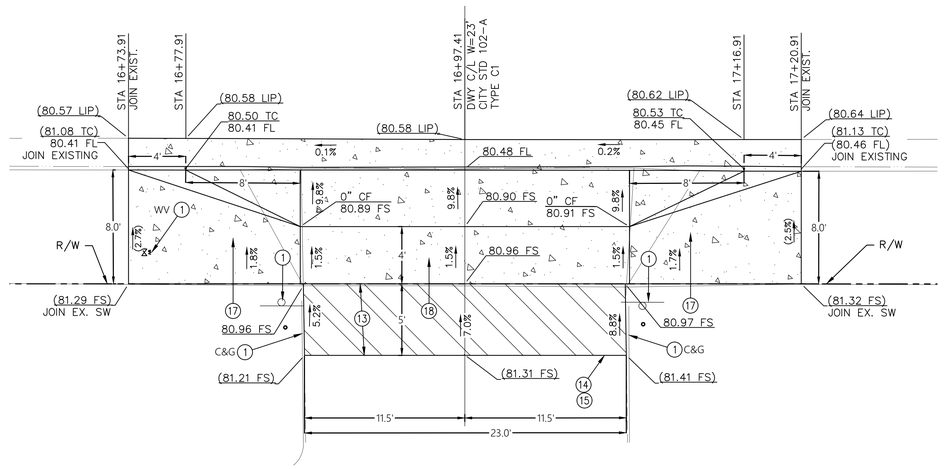
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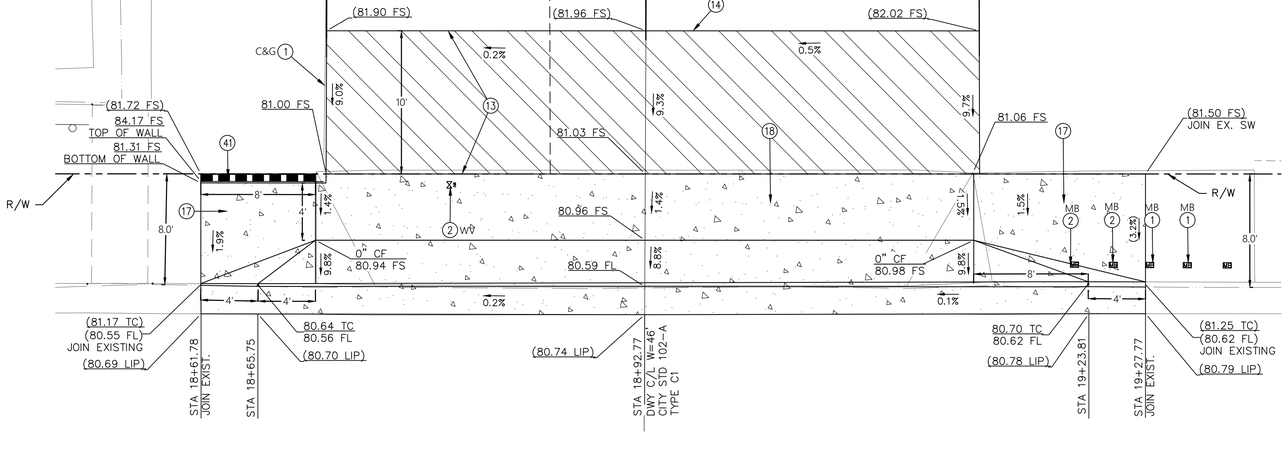
DETAIL A
DRIVEWAY AT STA 16+06.13
SCALE: 1"=5'



DETAIL B
DRIVEWAY AT STA 16+77.71
SCALE: 1"=5'



DETAIL C
DRIVEWAY AT STA 16+97.41
SCALE: 1"=5'



DETAIL D
DRIVEWAY AT STA 18+92.77
SCALE: 1"=5'

CONSTRUCTION NOTES

(1) PROTECT IN PLACE
(2) ADJUST TO GRADE.
(13) REMOVE EXISTING ASPHALT AND BASE TO 6" DEPTH AND REPLACE WITH 6" FULL DEPTH AC (C2-PG 64-10) SURFACE COURSE
(14) JOIN.
(15) SAWCUT AND REMOVE PER PLAN.
(16) REMOVE AND REPLACE EXISTING RIBBON GUTTER PER SPPWC STD. DETAIL NO. 122-3 (MATCH EXISTING WIDTH)
(17) CONSTRUCT PCC SIDEWALK PER CITY OF NORWALK STD DETAIL NO. 104
(18) REMOVE & RECONSTRUCT PCC DRIVEWAY APPROACH PER CITY OF NORWALK STD. DETAIL NO. 102 - A. SEE PLANS FOR CASE
(21) SAWCUT AND EXCAVATE EXISTING AC PAVEMENT TO A MINIMUM DEPTH OF 8" BELOW FINISHED SURFACE PER PLAN, 2' WIDE MAXIMUM AND CONSTRUCT 8" THICK CONVENTIONAL AC
(38) MODIFY EXISTING CURB FROM 6" TO 8" AS PER CITY OF NORWALK STD. DETAIL NO. 105
(41) CONSTRUCT CMU RETAINING WALL (H=16") PER SPPWC STD. PLAN 618-3 (TYPE A)

REGISTERED PROFESSIONAL ENGINEER
DELFINO R. CONSUNJI
No. 57908
Exp. 6-30-26
CIVIL
STATE OF CALIFORNIA

CONWARD ENGINEERING
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Prepared Under the Supervision of:
DELFINO CONSUNJI RCE 57908
03/06/2026
DATE

engineering division
REVISIONS

DATE	BY	

FIELD BOOK REF.
PLAN REF.

CITY OF NORWALK

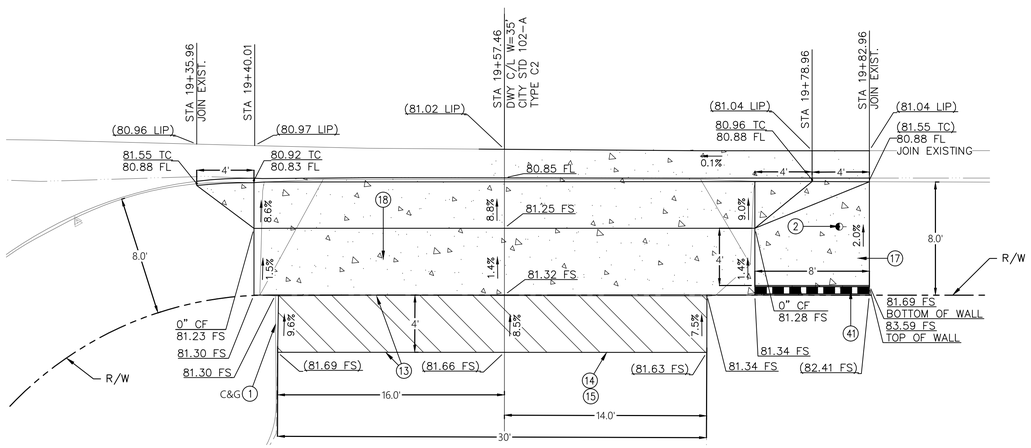
TITLE: DRIVEWAY IMPROVEMENT PLAN
CARMENITA ROAD REHAB-1-5 TO ROSECRANS
550' N/O EXCELSIOR TO ROSECRANS

Approved
Albert Mendoza, City Engineer RCE 90882 DATE 2026-06-26
PROJECT NO. 7184

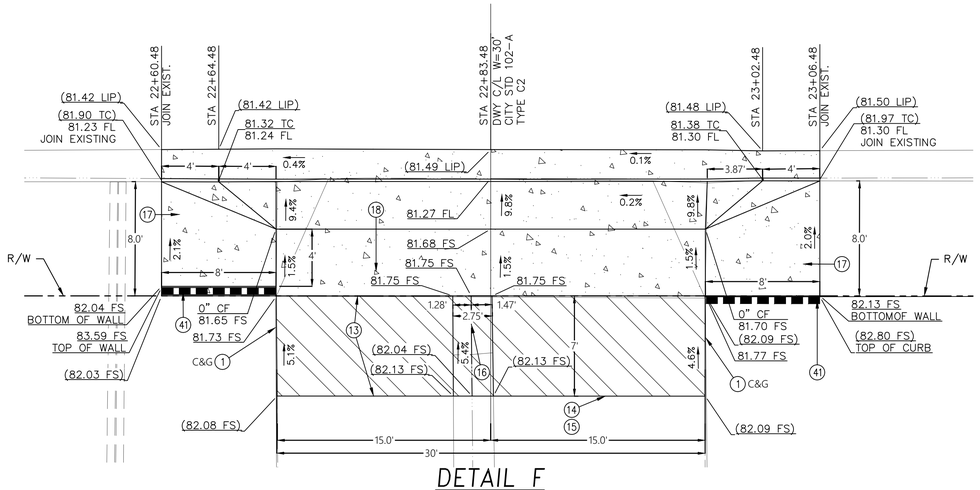
Recommended
Run Chen, Principal Civil Engineer RCE 75709 DATE 4/22/26
DRAWING NO. A-1907

Drawn By A.S. Checked By D.C.
SHEET 8 OF 20

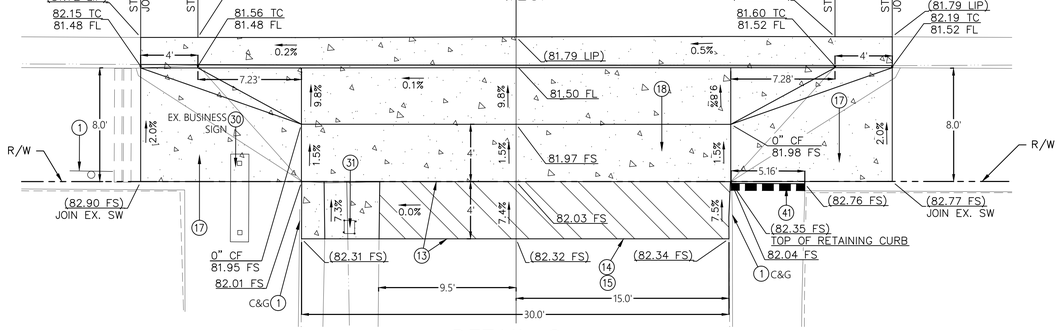
C:\USERS\ABHISHEKSINGH\BOX\PROJECTS\NORWALK\1-CARMENITA RD. REHAB -PROJECT NO. 7184\CAD\PLAN-SHEETS\DRIVEWAY DESIGN- CARMENITA ROAD.DWG LAST SAVED BY: ABHISHEKSINGH 2026-03-02



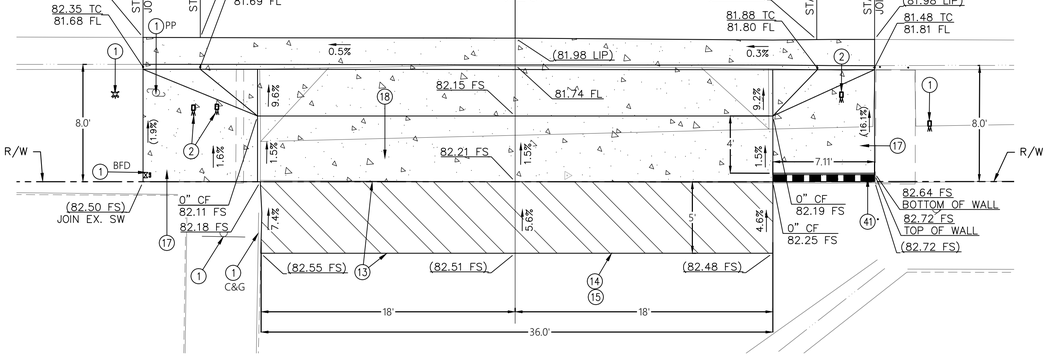
DETAIL E
DRIVEWAY AT STA 19+57.46
SCALE: 1"=5'



DETAIL F
DRIVEWAY AT STA 22+83.48
SCALE: 1"=5'



DETAIL G
DRIVEWAY AT STA 24+39.97
SCALE: 1"=5'



DETAIL H
DRIVEWAY AT STA 25+53.48
SCALE: 1"=5'

CONSTRUCTION NOTES

(1) PROTECT IN PLACE
(2) ADJUST TO GRADE.
(13) REMOVE EXISTING ASPHALT AND BASE TO 6" DEPTH AND REPLACE WITH 6" FULL DEPTH AC (C2-PG 64-10) SURFACE COURSE
(14) JOIN.
(15) SAWCUT AND REMOVE PER PLAN.
(16) REMOVE AND REPLACE EXISTING RIBBON GUTTER PER SPPWC STD. DETAIL NO. 122-3 (MATCH EXISTING WIDTH)
(17) CONSTRUCT PCC SIDEWALK PER CITY OF NORWALK STD DETAIL NO. 104
(18) REMOVE & RECONSTRUCT PCC DRIVEWAY APPROACH PER CITY OF NORWALK STD. DETAIL NO. 102 - A. SEE PLANS FOR CASE
(30) REMOVE AND RELOCATE EXISTING SIGN. CONTRACTOR SHALL COORDINATE WITH THE PROPERTY/ BUSINESS OWNER AND CITY REGARDING BUILDING & SAFETY PERMIT REQUIREMENTS.
(31) REMOVE AND REPLACE EXISTING 14" INLET PER SPPWC STD. DETAIL NO. 150-4
(41) CONSTRUCT CMU RETAINING WALL (H=16") PER SPPWC STD. PLAN 618-3 (TYPE A)

REGISTERED PROFESSIONAL ENGINEER DELFINO R. CONSUNJI No. 57908 Exp. 6-30-26 CIVIL STATE OF CALIFORNIA

ONWARD ENGINEERING
design smarter. build better

Prepared Under the Supervision of:
DELFINO CONSUNJI RCE 57908
03/06/2026
DATE

engineering division
REVISIONS

DATE	BY	

FIELD BOOK REF.
PLAN REF.

CITY OF NORWALK

TITLE: DRIVEWAY IMPROVEMENT PLAN
CARMENITA ROAD REHAB-1-5 TO ROSECRANS
550' N/O EXCELSIOR TO ROSECRANS

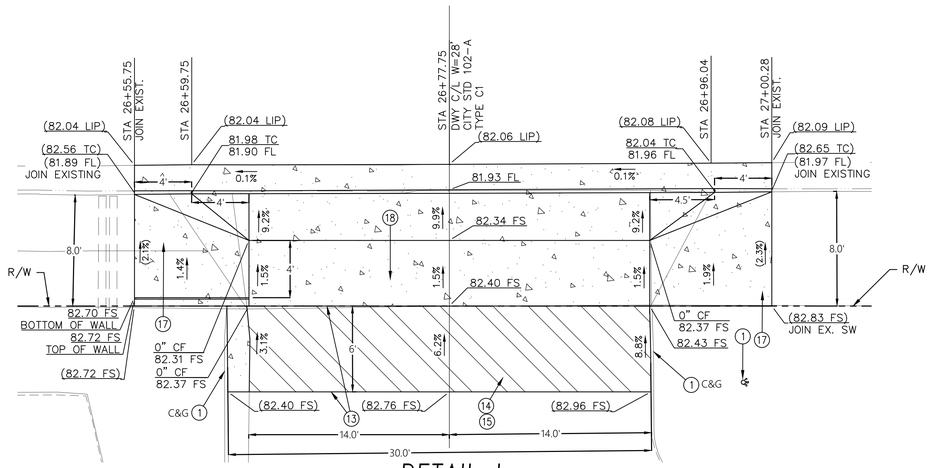
Approved
Albert Mendoza, City Engineer RCE 90882 2026-06-26 DATE

Recommended
Run Chen, Principal Civil Engineer RCE 75709 4/22/26 DATE

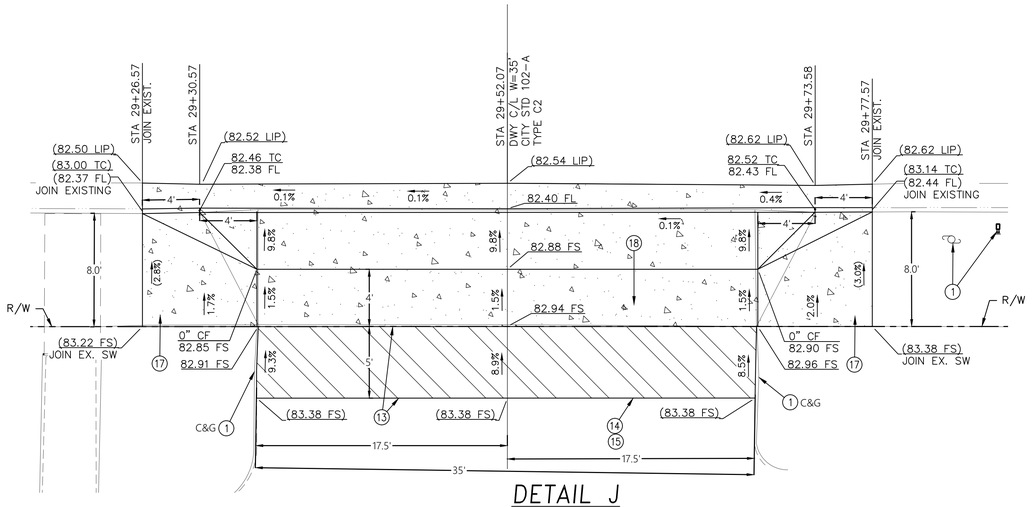
PROJECT NO. 7184
DRAWING NO. A-1908

Drawn By A.S. Checked By D.C.
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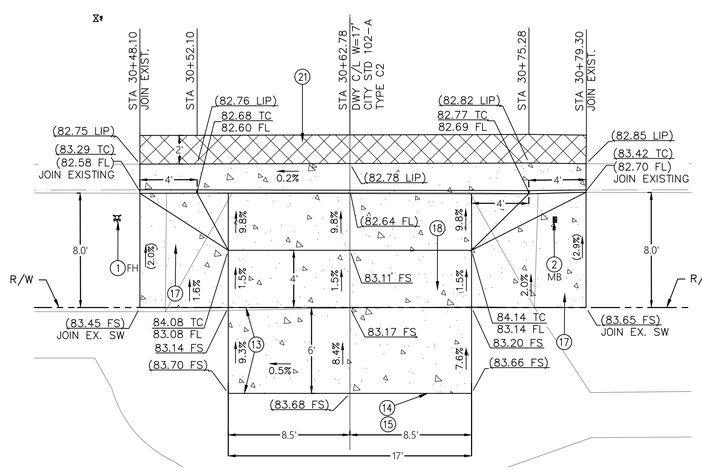
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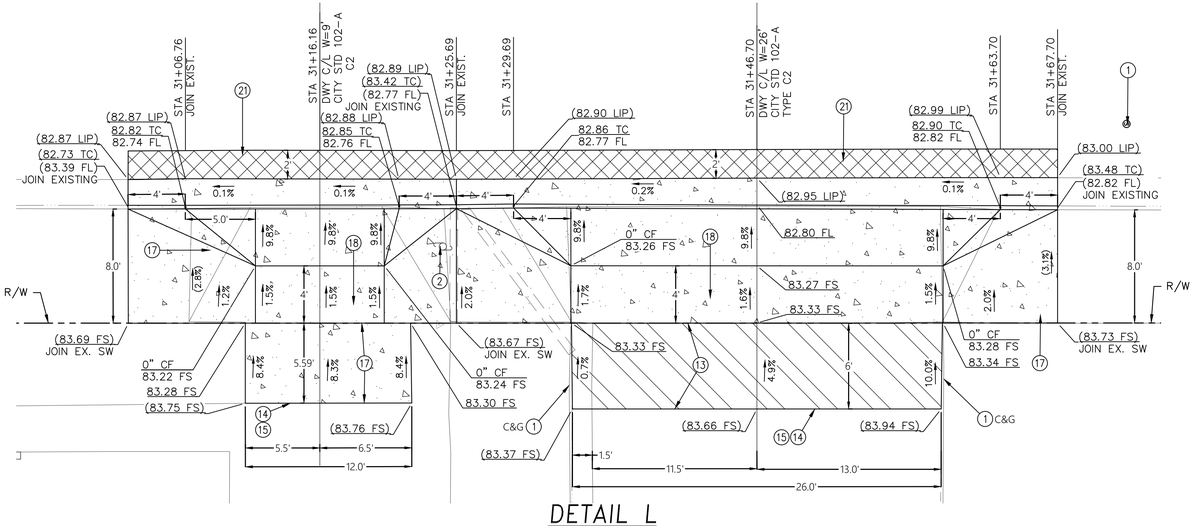
DETAIL I
DRIVEWAY AT STA 26+77.75
SCALE: 1"=5'



DETAIL J
DRIVEWAY AT STA 29+52.08
SCALE: 1"=5'



DETAIL K
DRIVEWAYS AT STA 30+62.78
SCALE: 1"=5'



DETAIL L
DRIVEWAYS AT STA 31+16.16 AND STA 31+46.70
SCALE: 1"=5'

CONSTRUCTION NOTES

(1) PROTECT IN PLACE
(2) ADJUST TO GRADE.
(13) REMOVE EXISTING ASPHALT AND BASE TO 6" DEPTH AND REPLACE WITH 6" FULL DEPTH AC (C2-PG 64-10) SURFACE COURSE
(14) JOIN.
(15) SAWCUT AND REMOVE PER PLAN.
(17) CONSTRUCT PCC SIDEWALK PER CITY OF NORWALK STD DETAIL NO. 104
(18) REMOVE & RECONSTRUCT PCC DRIVEWAY APPROACH PER CITY OF NORWALK STD. DETAIL NO. 102 – A. SEE PLANS FOR CASE
(21) SAWCUT AND EXCAVATE EXISTING AC PAVEMENT TO A MINIMUM DEPTH OF 8" BELOW FINISHED SURFACE PER PLAN, 2' WIDE MAXIMUM AND CONSTRUCT 8" THICK CONVENTIONAL AC

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03/06/2026
DATE

engineering division
REVISIONS

DATE	BY

FIELD BOOK REF.
PLAN REF.

CITY OF NORWALK

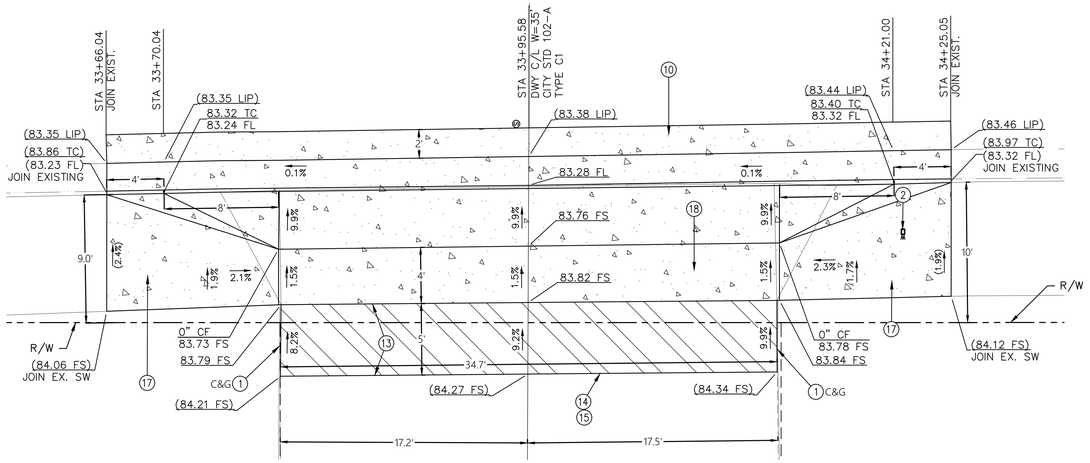
TITLE: DRIVEWAY IMPROVEMENT PLAN
CARMENITA ROAD REHAB-1-5 TO ROSECRANS
550' N/O EXCELSIOR TO ROSECRANS

Approved
Albert Mendoza, City Engineer RCE 90882 DATE 2026-06-26
PROJECT NO. 7184

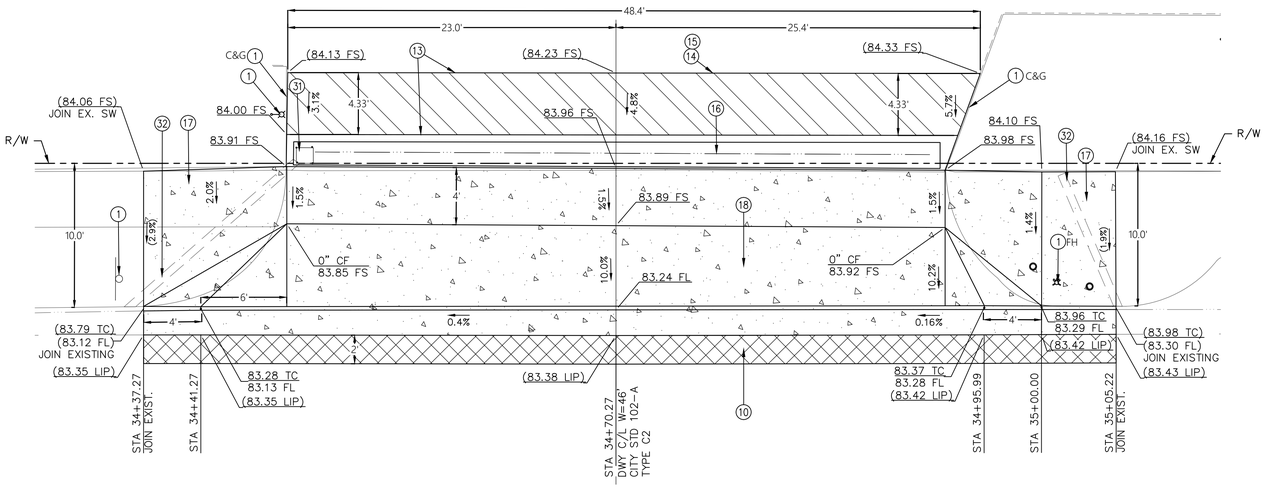
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Run Chen, Principal Civil Engineer RCE 75709 DATE 4/22/26
DRAWING NO. A-1909

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DETAIL M
DRIVEWAY AT STA 33+95.58
SCALE: 1"=5'



DETAIL N
DRIVEWAY AT STA 34+70.27
SCALE: 1"=5'

CONSTRUCTION NOTES

(1) PROTECT IN PLACE
(2) ADJUST TO GRADE.
(10) CONSTRUCT 9" CONCRETE PAVEMENT PER SPPWC STD PLAN 132-4
(13) REMOVE EXISTING ASPHALT AND BASE TO 6" DEPTH AND REPLACE WITH 6" FULL DEPTH AC (C2-PG 64-10) SURFACE COURSE
(14) JOIN.
(15) SAWCUT AND REMOVE PER PLAN.
(16) REMOVE AND REPLACE EXISTING RIBBON GUTTER PER SPPWC STD. DETAIL NO. 122-3 (MATCH EXISTING WIDTH)
(17) CONSTRUCT PCC SIDEWALK PER CITY OF NORWALK STD DETAIL NO. 104
(18) REMOVE & RECONSTRUCT PCC DRIVEWAY APPROACH PER CITY OF NORWALK STD. DETAIL NO. 102 - A. SEE PLANS FOR CASE
(31) REMOVE AND REPLACE EXISTING 14" INLET PER SPPWC STD. DETAIL NO. 150-4
(32) REMOVE AND REPLACE EXISTING PARKWAY DRAIN AS PER NORWALK CITY STD. DETAIL NO. 107-A

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PLAN REF.

CITY OF NORWALK

TITLE: DRIVEWAY IMPROVEMENT PLAN
CARMENITA ROAD REHAB-1-5 TO ROSECRANS
550' N/O EXCELSIOR TO ROSECRANS

Approved
Albert Mendoza, City Engineer RCE 90882 2026-06-26 DATE

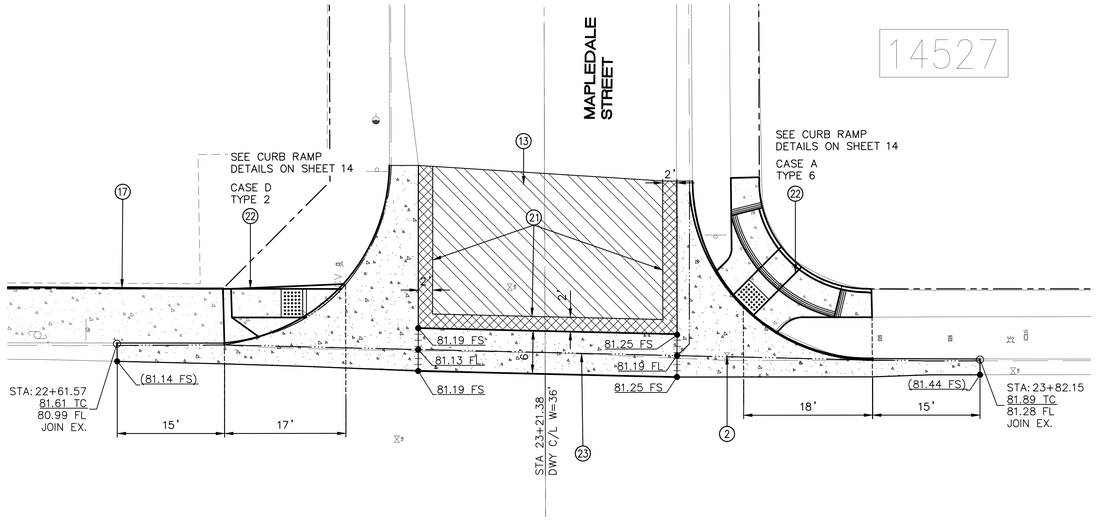
Recommended
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PROJECT NO. 7184
DRAWING NO. A-1910

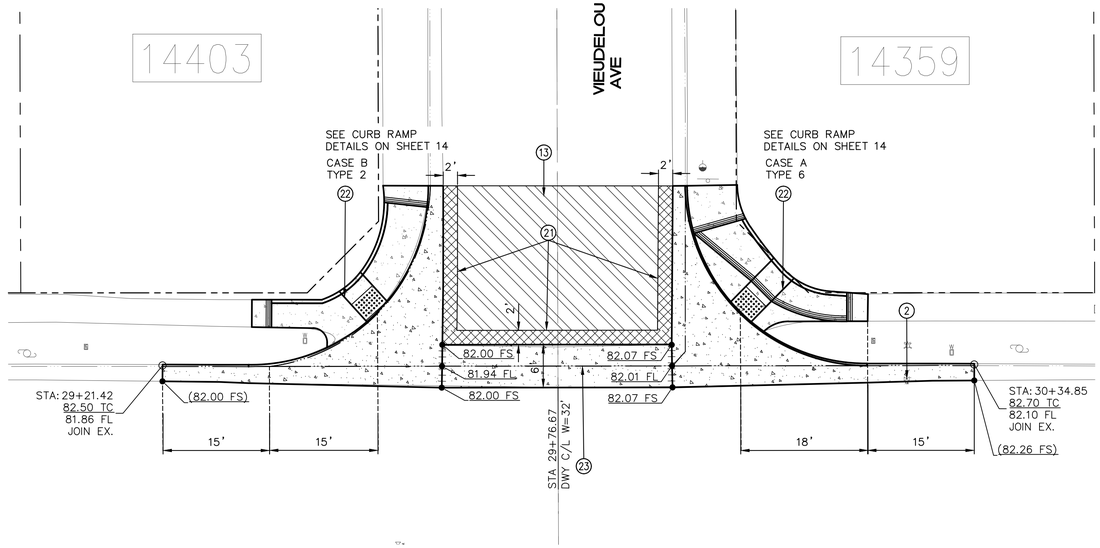
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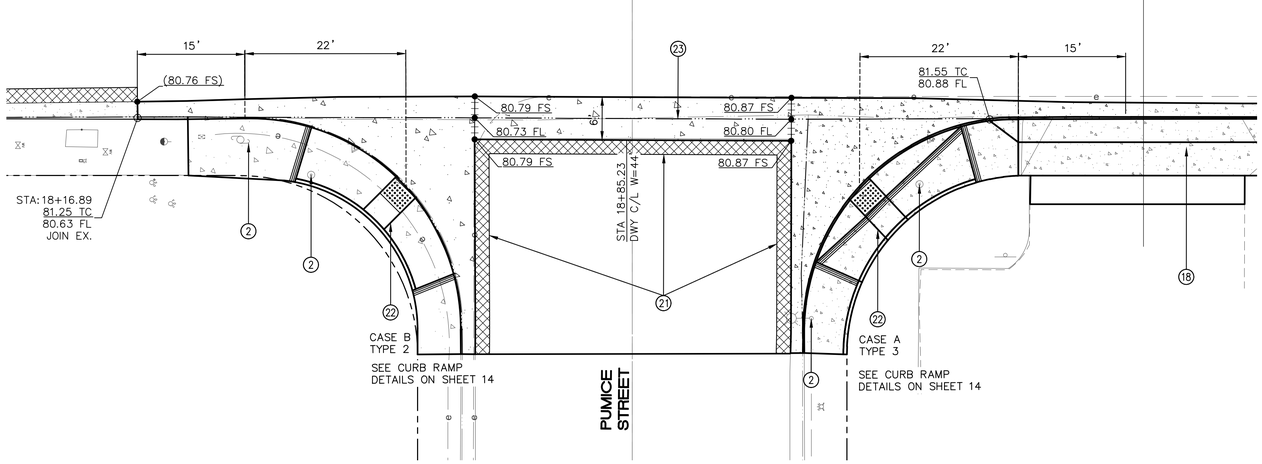
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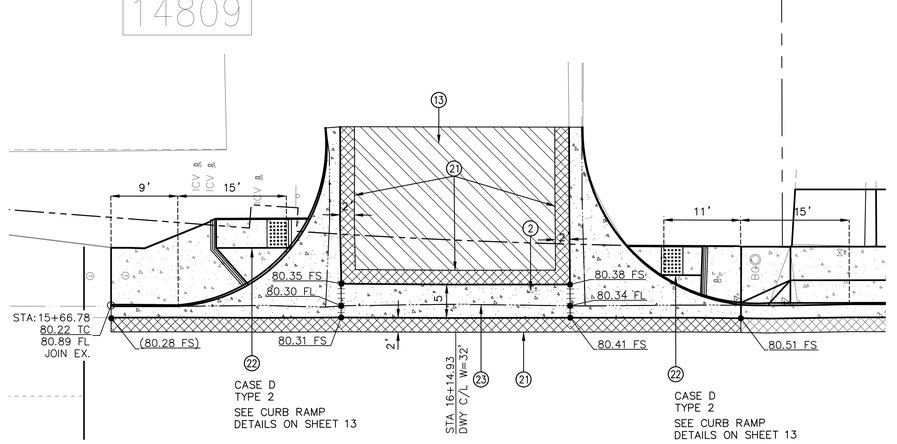
DETAIL–A
CROSS GUTTER AT MAPLEDALE
SCALE: 1"=10'



DETAIL–B
CROSS GUTTER AT VIEUDELOU
SCALE: 1"=10'



DETAIL–C
CROSS GUTTER AT PUMICE
SCALE: 1"=10'



DETAIL–D
CROSS GUTTER AT LOWE'S DRIVEWAY
SCALE: 1"=10'

CONSTRUCTION NOTES

(2) ADJUST TO GRADE.

(13) REMOVE EXISTING ASPHALT AND BASE TO 6" DEPTH AND REPLACE WITH 6" FULL DEPTH AC (C2–PG 64–10) SURFACE COURSE

(17) CONSTRUCT PCC SIDEWALK PER CITY OF NORWALK STD DETAIL NO. 104

(18) REMOVE & RECONSTRUCT PCC DRIVEWAY APPROACH PER CITY OF NORWALK STD. DETAIL NO. 102 – A. SEE PLANS FOR CASE

(21) SAWCUT AND EXCAVATE EXISTING AC PAVEMENT TO A MINIMUM DEPTH OF 8" BELOW FINISHED SURFACE PER PLAN, 2' WIDE MAXIMUM AND CONSTRUCT 8" THICK CONVENTIONAL AC

(22) REMOVE & RECONSTRUCT PCC CURB RAMP PER SPPWC STD. DETAIL NO. 111 – 5. SEE PLANS FOR CASE

(23) REMOVE & RECONSTRUCT PCC CROSS GUTTER PER CITY OF NORWALK STANDARD 106A. SEE PLANS FOR CASE

SCALE 1" : 10'

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PLAN REF.

CITY OF NORWALK

TITLE: CROSS GUTTER IMPROVEMENT PLAN
CARMENITA ROAD PAVEMENT REHABILITATION
550' N/O EXCELSIOR DRIVE TO ROSECRANS AVENUE

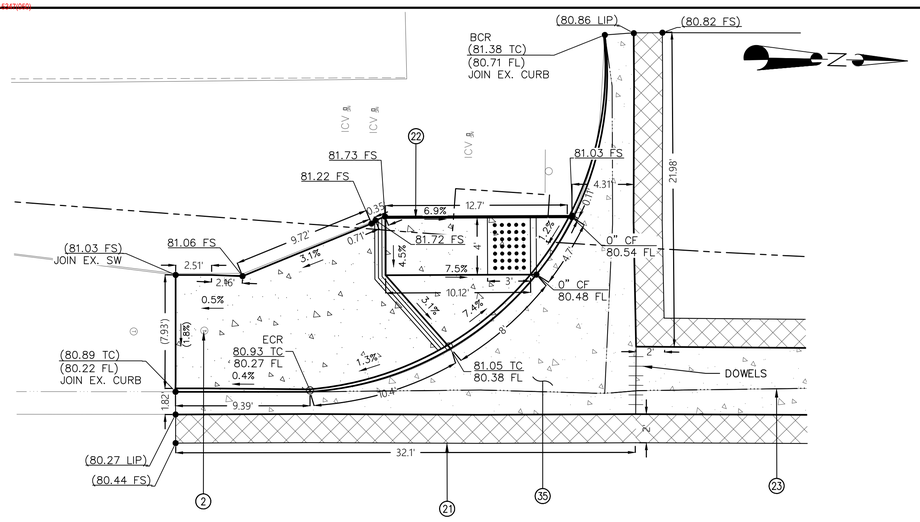
Approved
Albert Mendoza, City Engineer RCE 90882 DATE 2026-06-26

Recommended
Run Chen, Principal Civil Engineer RCE 75709 DATE 4/22/26

PROJECT NO. 7184
DRAWING NO. A–1911

Drawn By A.S. Checked By D.C.

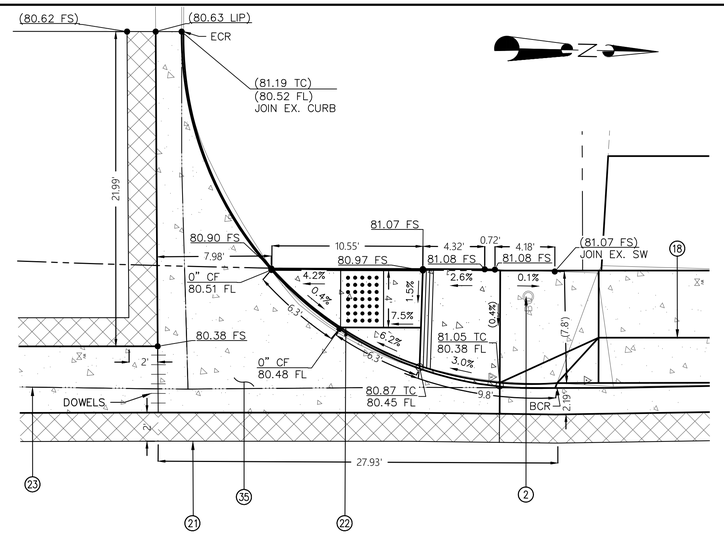
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DETAIL A - SPPWC 111-5
CASE D (TYPE 2)

0 2.5 5 10

SCALE: 1" = 5'



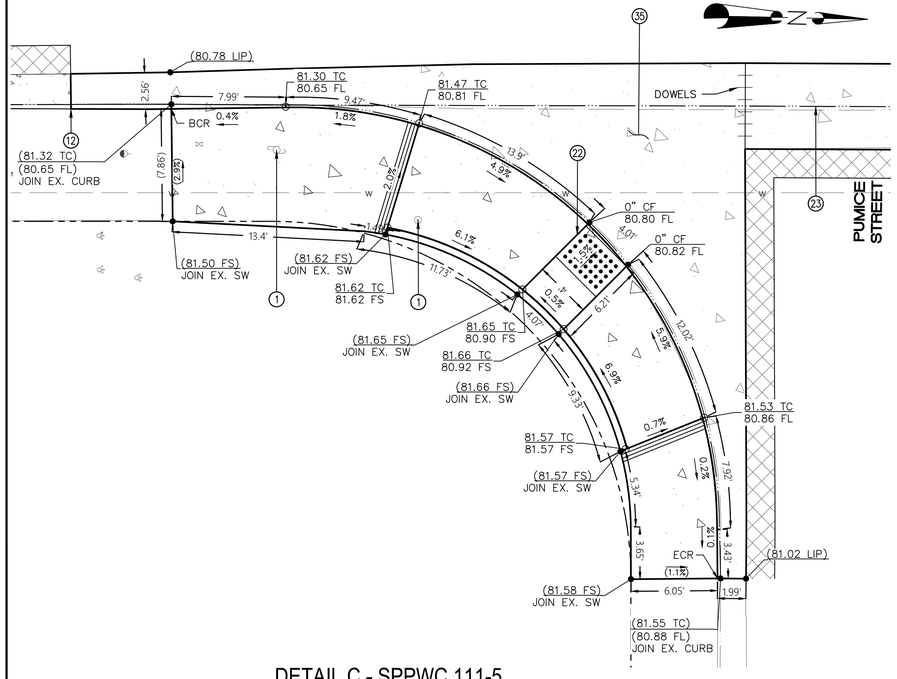
DETAIL B - SPPWC 111-5
CASE D (TYPE 2)

0 2.5 5 10

SCALE: 1" = 5'

CONSTRUCTION NOTES

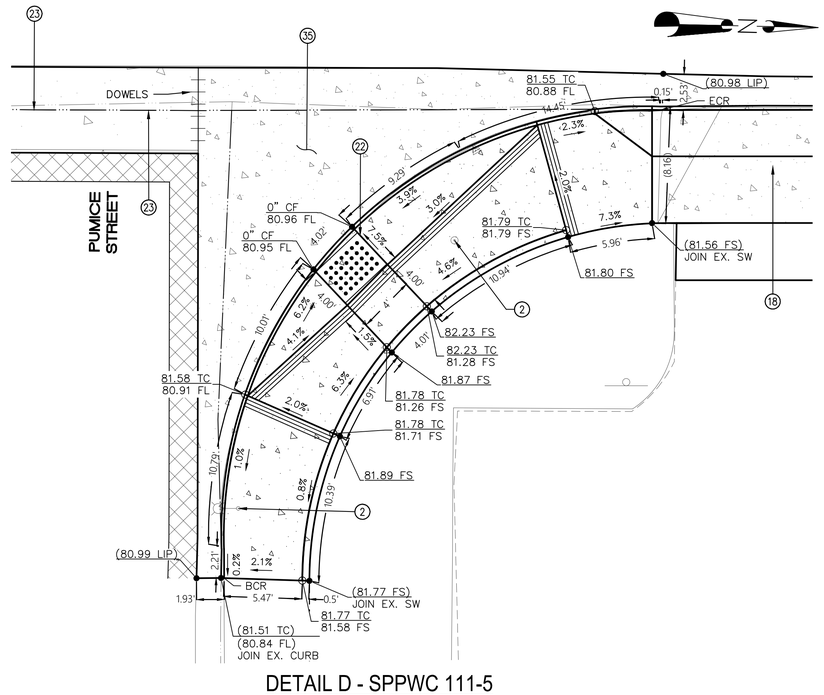
1. PROTECT IN PLACE
2. ADJUST TO GRADE.
12. REMOVE EXISTING CURB & GUTTER AND RECONSTRUCT CURB & GUTTER PER CITY OF NORWALK STD. DETAIL NO. 105 – A
18. REMOVE & RECONSTRUCT PCC DRIVEWAY APPROACH PER CITY OF NORWALK STD. DETAIL NO. 102 – A. SEE PLANS FOR CASE
21. SAWCUT AND EXCAVATE EXISTING AC PAVEMENT TO A MINIMUM DEPTH OF 8" BELOW FINISHED SURFACE PER PLAN, 2' WIDE MAXIMUM AND CONSTRUCT 8" THICK CONVENTIONAL AC
22. REMOVE & RECONSTRUCT PCC CURB RAMP PER SPPWC STD. DETAIL NO. 111 – 5. SEE PLANS FOR CASE
23. REMOVE & RECONSTRUCT PCC CROSS GUTTER PER CITY OF NORWALK STANDARD 106A. SEE PLANS FOR CASE
35. REMOVE AND REPLACE PDD SPANDREL PER NORWALK CITY STANDARD (SEE SPECS)



DETAIL C - SPPWC 111-5
CASE B (TYPE 2)

0 2.5 5 10

SCALE: 1" = 5'



DETAIL D - SPPWC 111-5
CASE A (TYPE 3)

0 2.5 5 10

SCALE: 1" = 5'

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CITY OF NORWALK

TITLE: CURB RAMP DETAIL

CARMENITA ROAD REHAB–1–5 TO ROSECRANS
550' N/O EXCELSIOR DRIVE TO ROSECRANS AVENUE

Approved
Albert Mendoza, City Engineer RCE 90882 2026-06-26 DATE

Recommended
Run Chen, Principal Civil Engineer RCE 75709 4/22/26 DATE

FIELD BOOK REF.

PLAN REF.

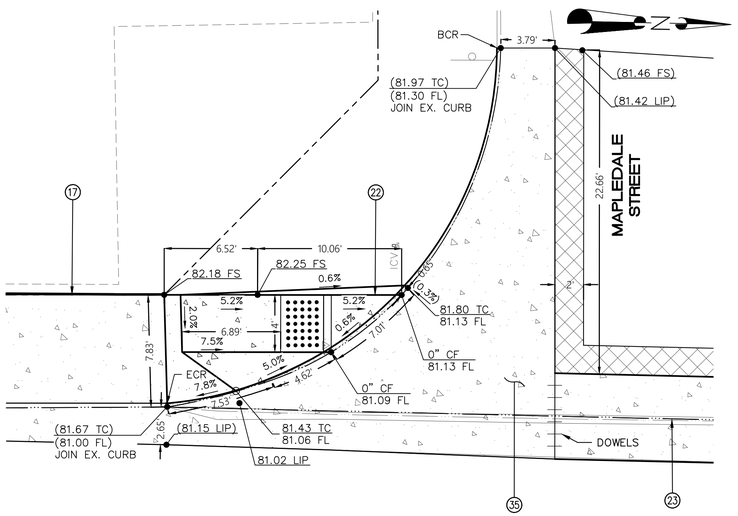
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PROJECT NO. 7184

DRAWING NO. A–1912

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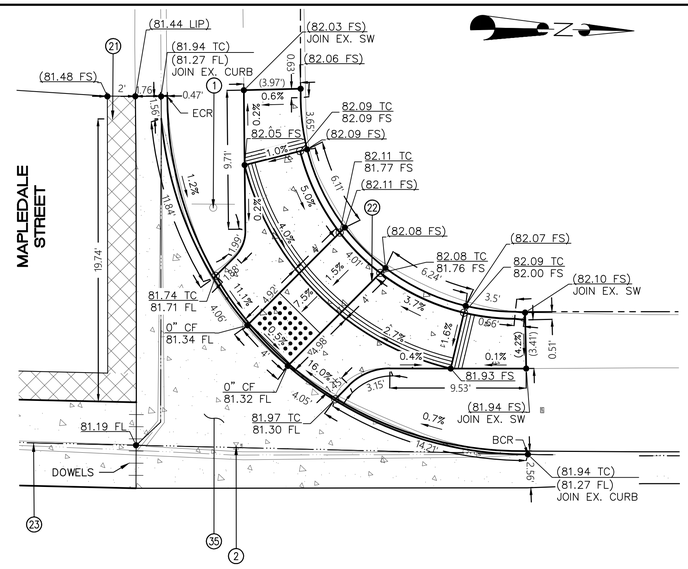
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DETAIL E - SPPWC 111-5
CASE D (TYPE 2)

0 2.5 5 10

SCALE: 1" = 5'



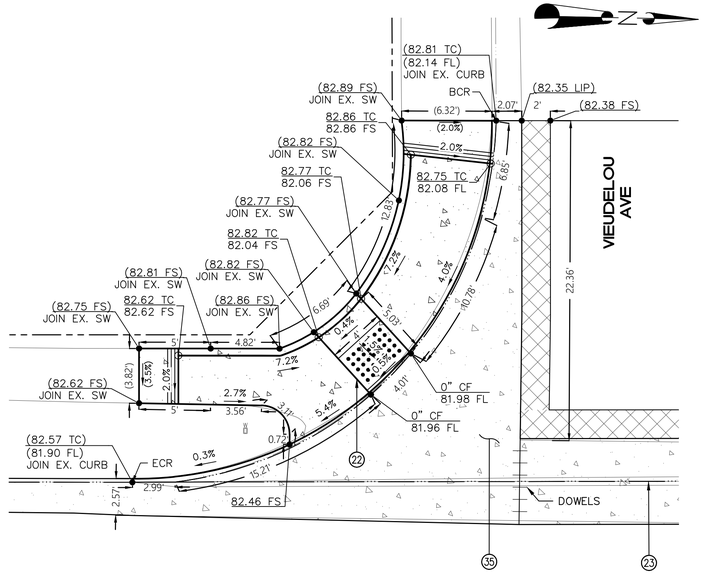
DETAIL F - SPPWC 111-5
CASE A (TYPE 6)

0 2.5 5 10

SCALE: 1" = 5'

CONSTRUCTION NOTES

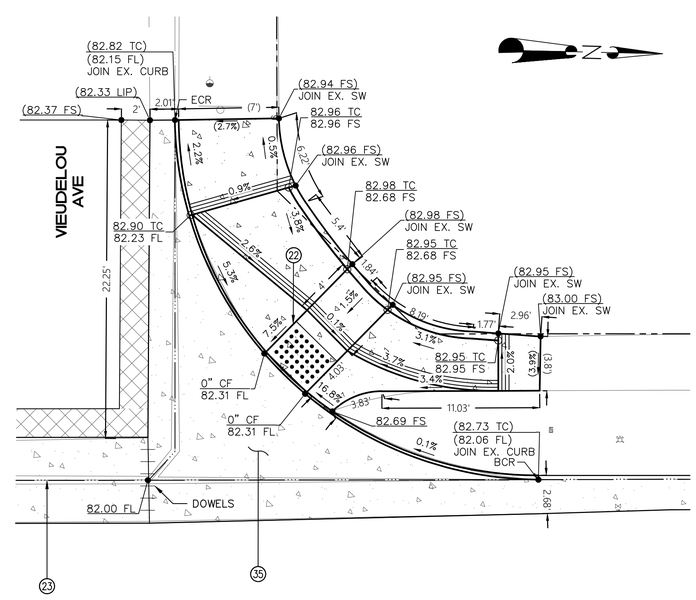
1. PROTECT IN PLACE
2. ADJUST TO GRADE.
17. CONSTRUCT PCC SIDEWALK PER CITY OF NORWALK STD DETAIL NO. 104
21. SAWCUT AND EXCAVATE EXISTING AC PAVEMENT TO A MINIMUM DEPTH OF 8" BELOW FINISHED SURFACE PER PLAN, 2' WIDE MAXIMUM AND CONSTRUCT 8" THICK CONVENTIONAL AC
22. REMOVE & RECONSTRUCT PCC CURB RAMP PER SPPWC STD. DETAIL NO. 111 – 5. SEE PLANS FOR CASE
23. REMOVE & RECONSTRUCT PCC CROSS GUTTER PER CITY OF NORWALK STANDARD 106A. SEE PLANS FOR CASE
35. REMOVE AND REPLACE PDD SPANDREL PER NORWALK CITY STANDARD (SEE SPECS)



DETAIL G - SPPWC 111-5
CASE B (TYPE 2)

0 2.5 5 10

SCALE: 1" = 5'



DETAIL H - SPPWC 111-5
CASE A (TYPE 6)

0 2.5 5 10

SCALE: 1" = 5'

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CITY OF NORWALK

TITLE: CURB RAMP DETAIL

CARMENITA ROAD REHAB–1–5 TO ROSECRANS
550' N/O EXCELSIOR DRIVE TO ROSECRANS AVENUE

Approved
Albert Mendoza, City Engineer RCE 90882 — 2026-06-26 DATE

Recommended
Run Chen, Principal Civil Engineer RCE 75709 — 4/22/26 DATE

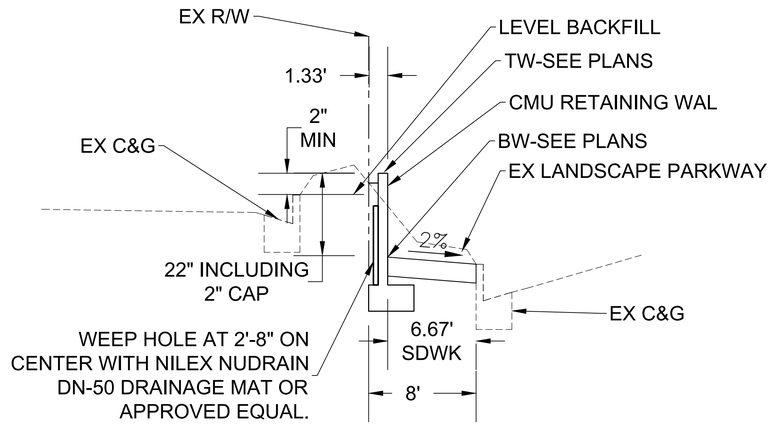
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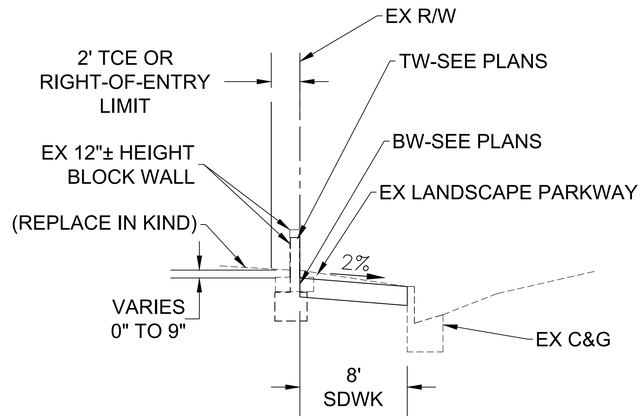
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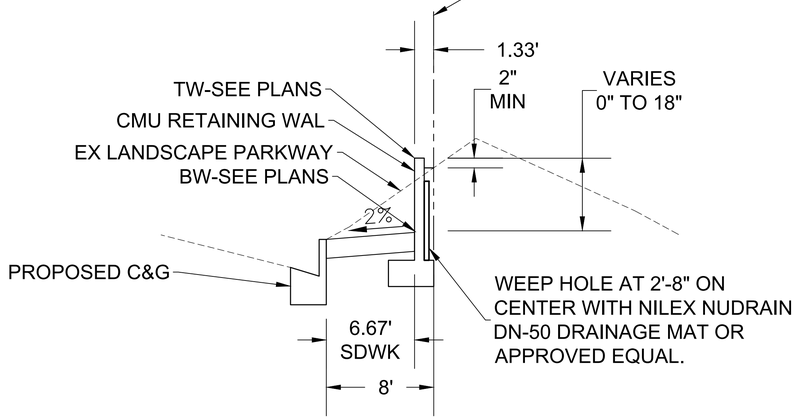
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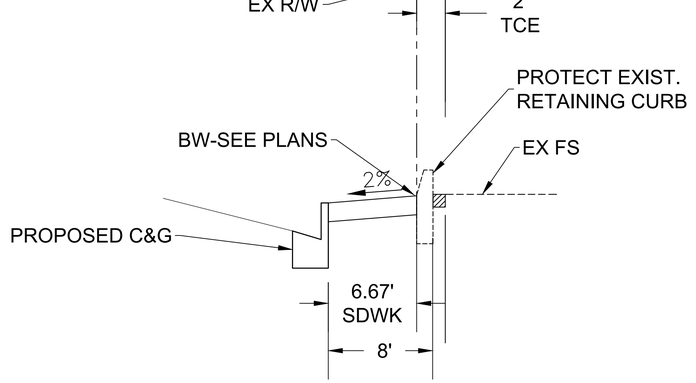
A — SIDEWALK TYPICAL SECTION-WEST SIDE
STA. 16+93 TO 18+61
N.T.S.



B — SIDEWALK TYPICAL SECTION-WEST SIDE
STA. 19+15 TO 22+75
N.T.S.



C — SIDEWALK TYPICAL SECTION-EAST SIDE
STA. 19+72 TO 22+69
N.T.S.



D — SIDEWALK TYPICAL SECTION-EAST SIDE
STA 23+25.35 TO 24+16.81
STA 24+60.14 to 25+30.56
N.T.S.

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PLAN REF.

CITY OF NORWALK

TITLE: SIDEWALK CROSS-SECTION
CARMENITA ROAD REHAB—1—5 TO ROSECRANS
EXCELSIOR TO ROSECRANS

Approved
Albert Mendoza City Engineer RCE 90882 2026-06-26 DATE

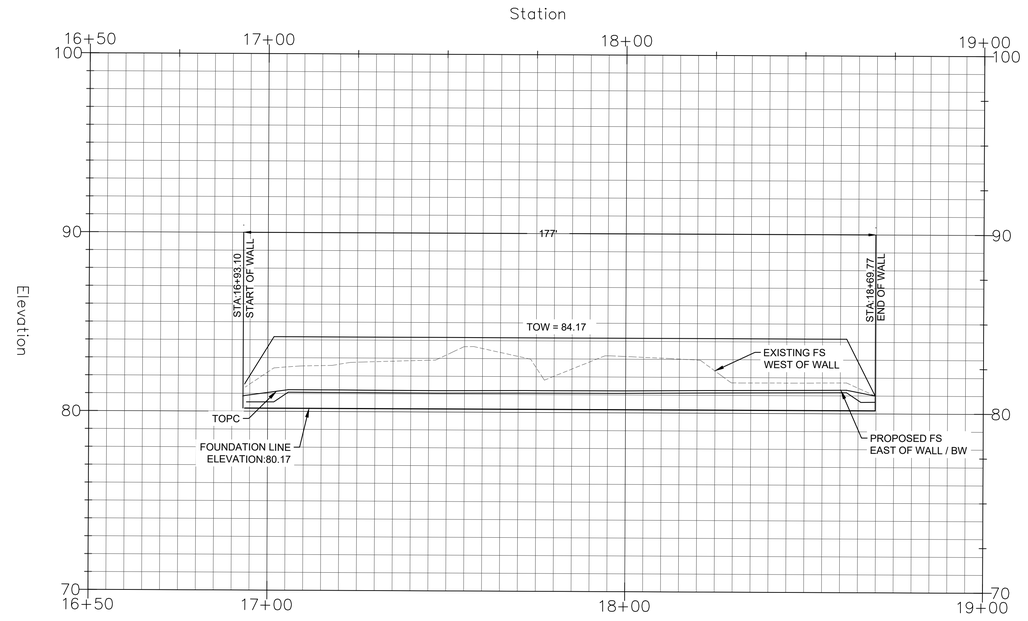
Recommended
Run Chen, Principal Civil Engineer RCE 75709 4/22/26 DATE

PROJECT NO. 7184
DRAWING NO. A—1914

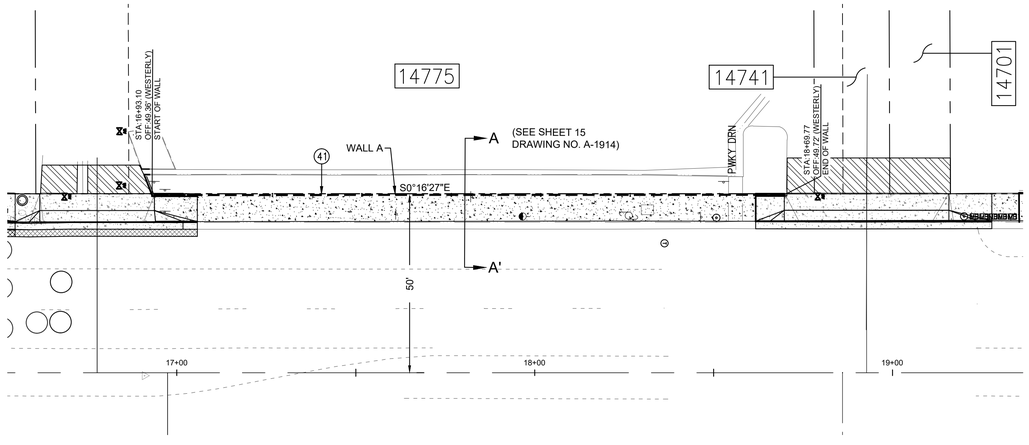
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WALL A - PROFILE



WALL A - PLAN

SCALE 1" : 20'

CARMENITA ROAD-RETAINING WALL (WESTERLY)

CONSTRUCTION NOTES

(41) CONSTRUCT CMU RETAINING WALL (H=16") PER SPPWC STD. PLAN 618-3 (TYPE A)

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PLAN REF.

CITY OF NORWALK
TITLE:

Approved
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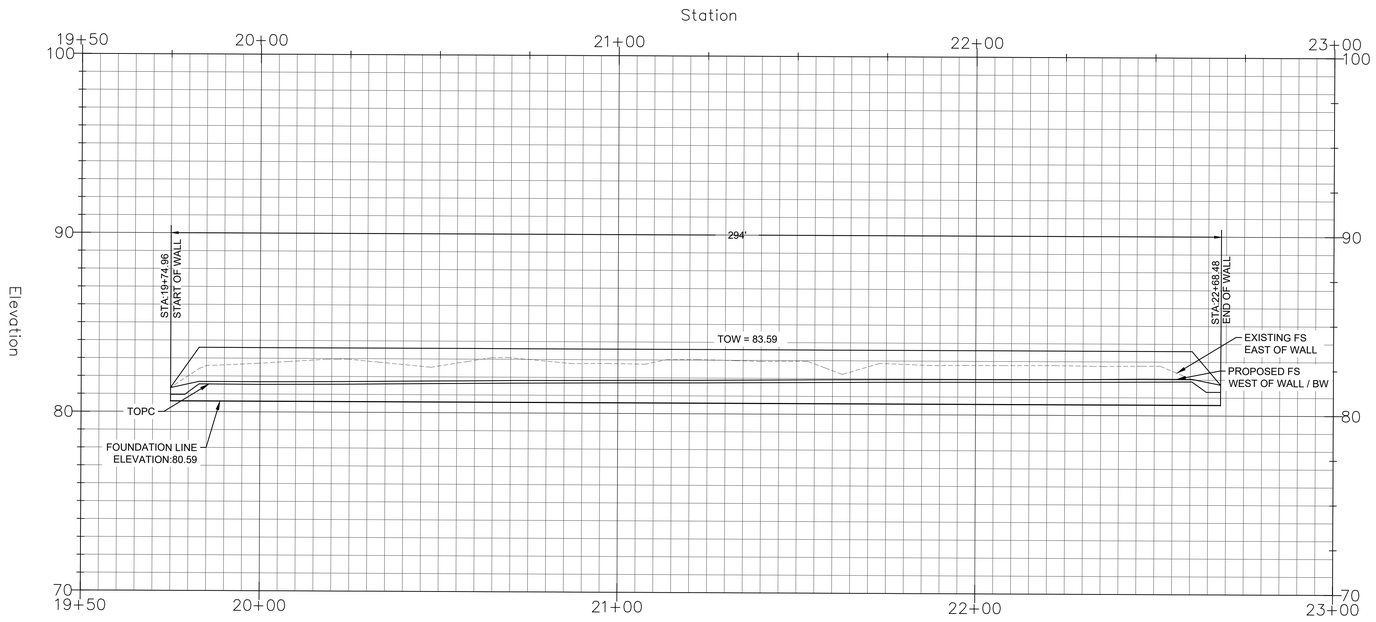
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PROJECT NO. 7184
DRAWING NO. A-1915

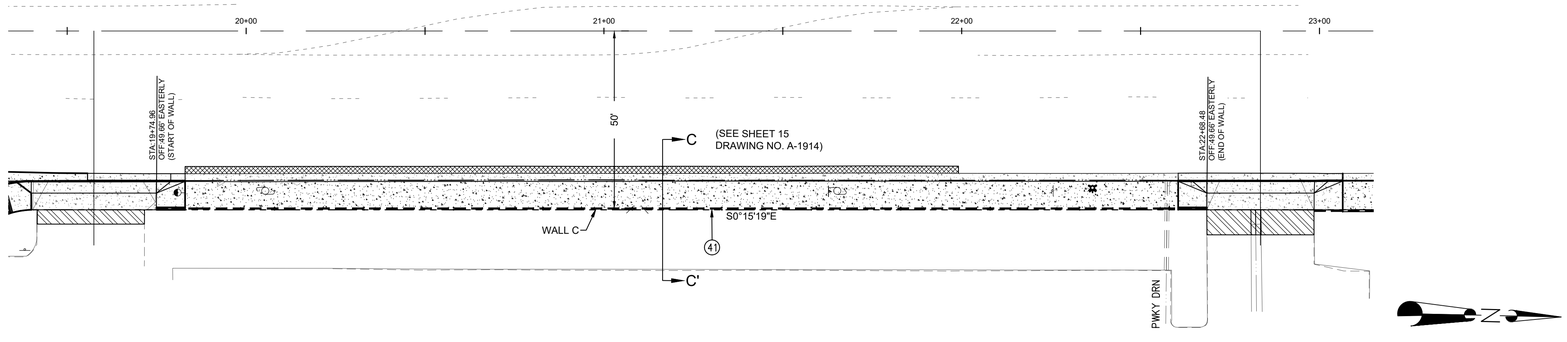
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WALL C - PROFILE



SCALE 1" : 20'

WALL C - PLAN

CARMENITA ROAD-RETAINING WALL (EASTERLY)

CONSTRUCTION NOTES

(41) CONSTRUCT CMU RETAINING WALL (H=16") PER SPPWC STD. PLAN 618-3 (TYPE A)

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DELFINO CONSUNJI RCE 57908

03/06/2026
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PLAN REF.

CITY OF NORWALK

TITLE:

Approved
Albert Mendoza, City Engineer RCE 90882
2026-06-26
DATE

Recommended
Run Chen, Principal Civil Engineer RCE 75709
4/22/26
DATE

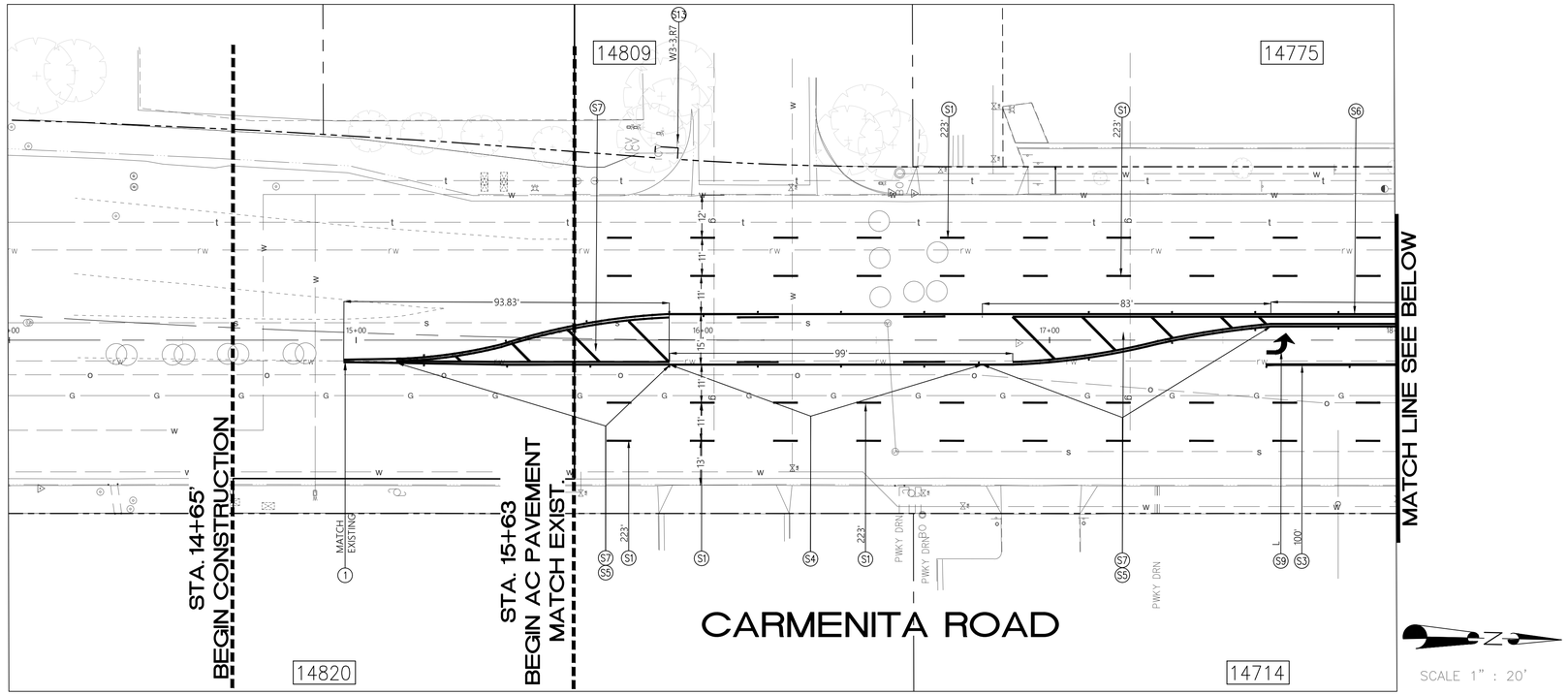
PROJECT NO. 7184

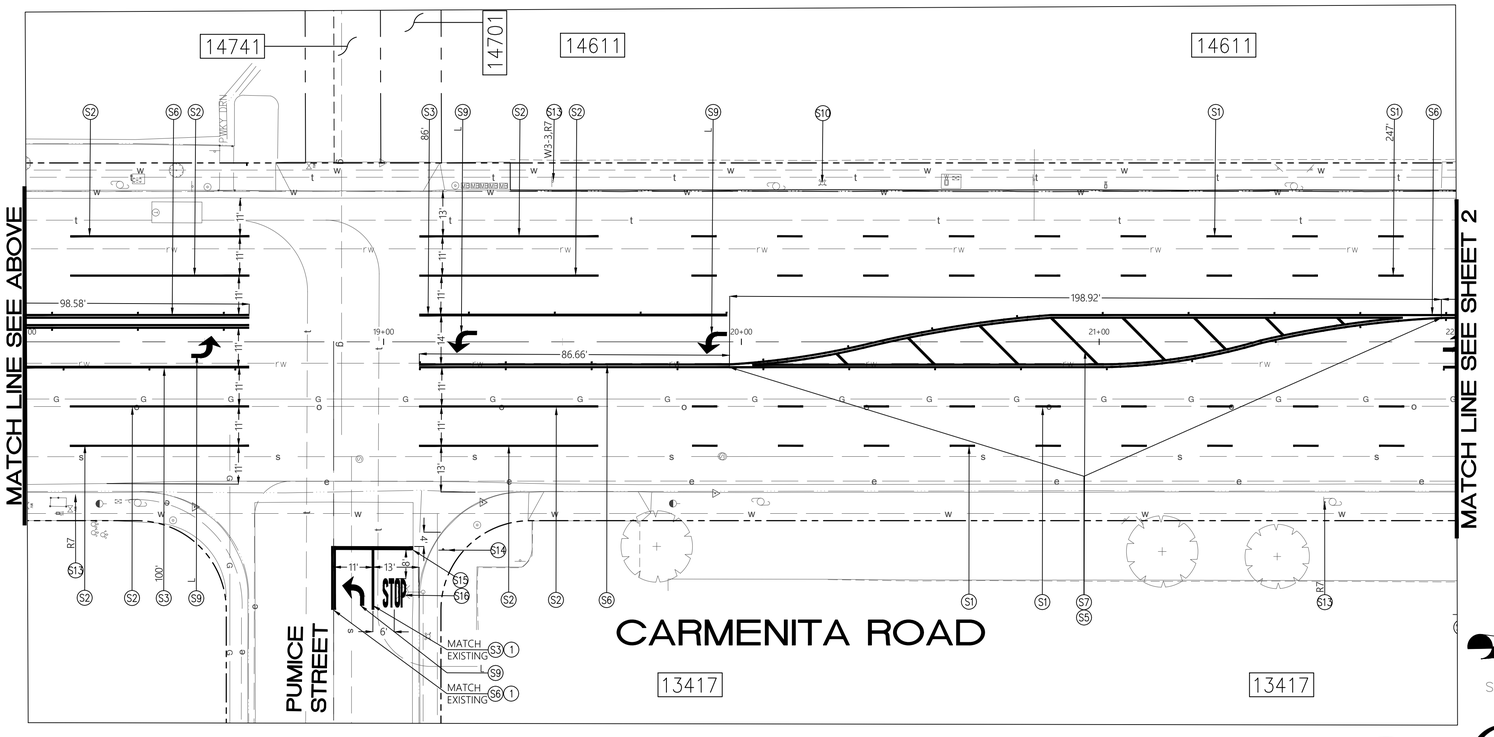
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STRIPING NOTES

(S1) INSTALL 6" WHITE THERMOPLASTIC LANE LINES AND RETROREFLECTIVE MARKERS PER CALTRANS STD. PLAN NO. A20A, DETAIL 9.

(S2) INSTALL 6" WHITE THERMOPLASTIC SOLID LANE LINE.

(S3) INSTALL 8" WHITE THERMOPLASTIC CHANNELIZING LINE AND RETROREFLECTIVE MARKERS PER CALTRANS STD. PLAN NO. A20D, DETAIL 38.

(S4) INSTALL 6" DOUBLE YELLOW THERMOPLASTIC TWO-WAY LEFT TURN LANE PER CALTRANS STD A20B DETAIL 32.

(S5) INSTALL 6" DOUBLE YELLOW THERMOPLASTIC MEDIAN ISLAND PER CALTRANS STD A20B DETAIL 29.

(S6) INSTALL 6" DOUBLE YELLOW THERMOPLASTIC TWO DIRECTION NO PASSING ZONE PER CALTRANS STD A20A DETAIL 22.

(S7) INSTALL 8" YELLOW THERMOPLASTIC YELLOW DIAGONAL CROSSHATCH MARKINGS PER CAMUTCD SECTION 3B-24 STANDARD & GUIDANCE AT 20' SPACING.

(S9) INSTALL TYPE IV WHITE THERMOPLASTIC ARROW MARKING PER CALTRANS STD. PLAN NO. A24A, (L) OR (R) PER PLAN.

(S10) INSTALL BLUE RETROREFLECTIVE RAISED PAVEMENT MARKER ADJACENT TO FIRE HYDRANT LOCATION PER CA MUTCD FIGURE 3B-102 (CA).

(S13) EXISTING SIGN PER PLAN.

(S14) INSTALL STOP SIGN (R1-1) PER MUTCD SECTION 2B.10 AND FIGURES 2A-2 AND 2A-3.

(S15) INSTALL WHITE THERMOPLASTIC 1' WIDE STOP LINE PER MUTCD SECTION 3B.16 AND CALTRANS STD. PLAN A24G.

(S16) INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24D.

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PLAN REF.

CITY OF NORWALK

TITLE: STREET IMPROVEMENT PLAN
CARMENITA ROAD REHAB-I-5 TO ROSECRANS
550' N/O EXCELSIOR TO ROSECRANS

Approved
Albert Mendoza City Engineer RCE 90882 DATE 2026-06-26

Recommended
Run Chen, Principal Civil Engineer RCE 75709 DATE 4/22/26

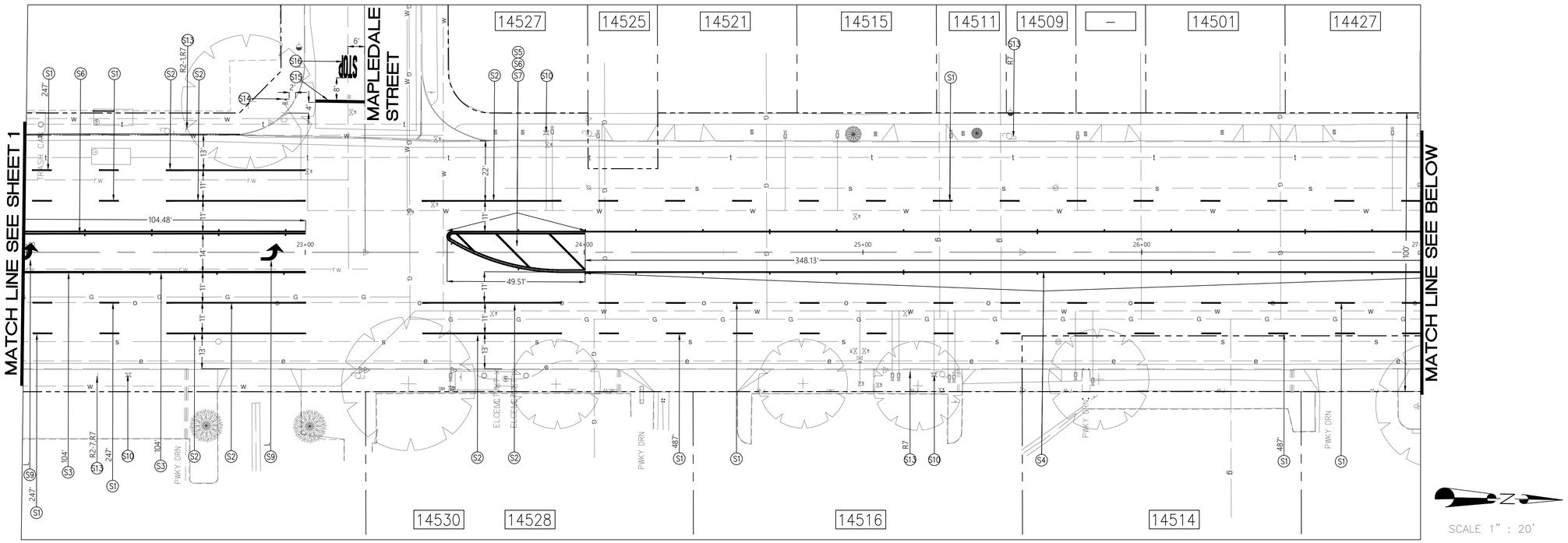
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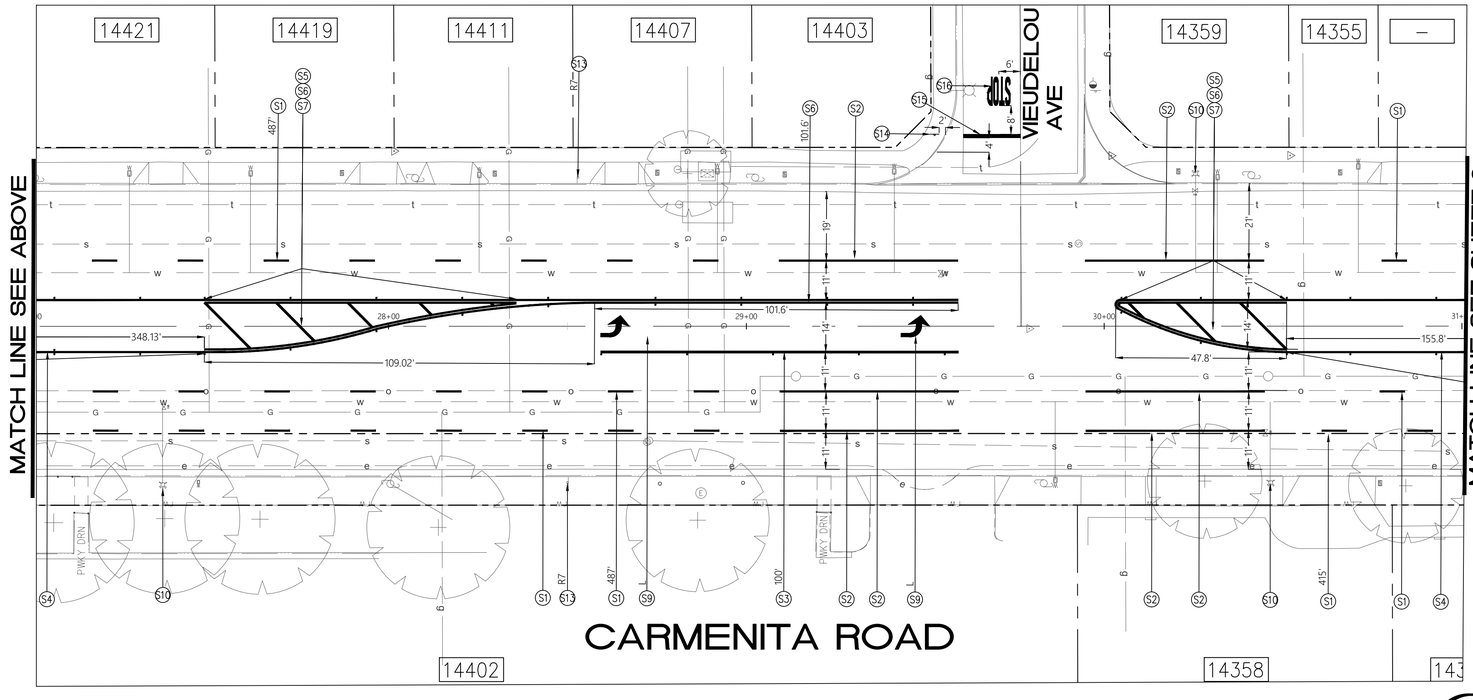
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SCALE 1" : 20'



SCALE 1" : 20'

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550' N/O EXCELSIOR TO ROSECRANS

Approved
Albert Mendoza City Engineer RCE 90882 — 2026-06-26 DATE

Recommended
Run Chen, Principal Civil Engineer RCE 75709 — 4/22/26 DATE

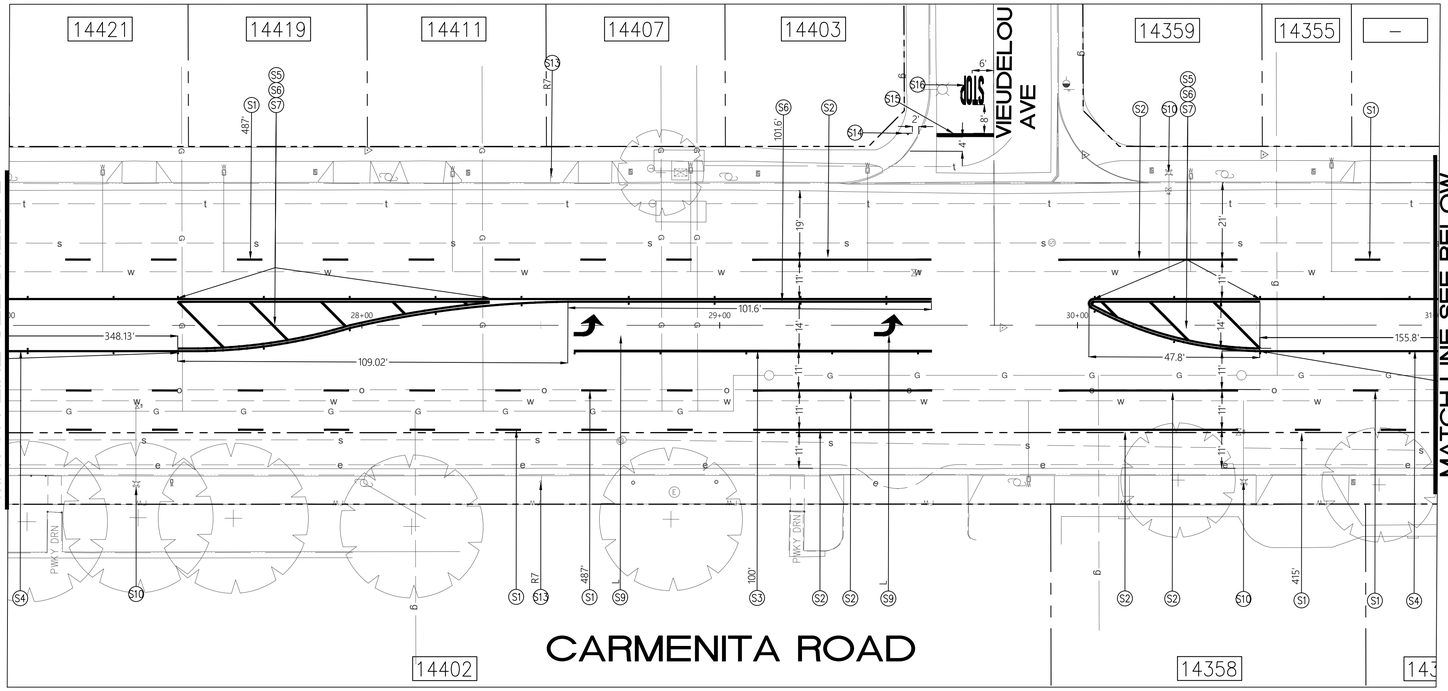
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(S7) INSTALL 8" YELLOW THERMOPLASTIC YELLOW DIAGONAL CROSSHATCH MARKINGS PER CAMUTCD SECTION 3B-24 STANDARD & GUIDANCE AT 20' SPACING.

(S8) INSTALL WHITE THERMOPLASTIC CONTINENTAL CROSSWALK PER CALTRANS STD. PLAN A24F WITH 24" STRIPES AND 24" SPACES.

(S9) INSTALL TYPE IV WHITE THERMOPLASTIC ARROW MARKING PER CALTRANS STD. PLAN NO. A24A, (L) OR (R) PER PLAN.

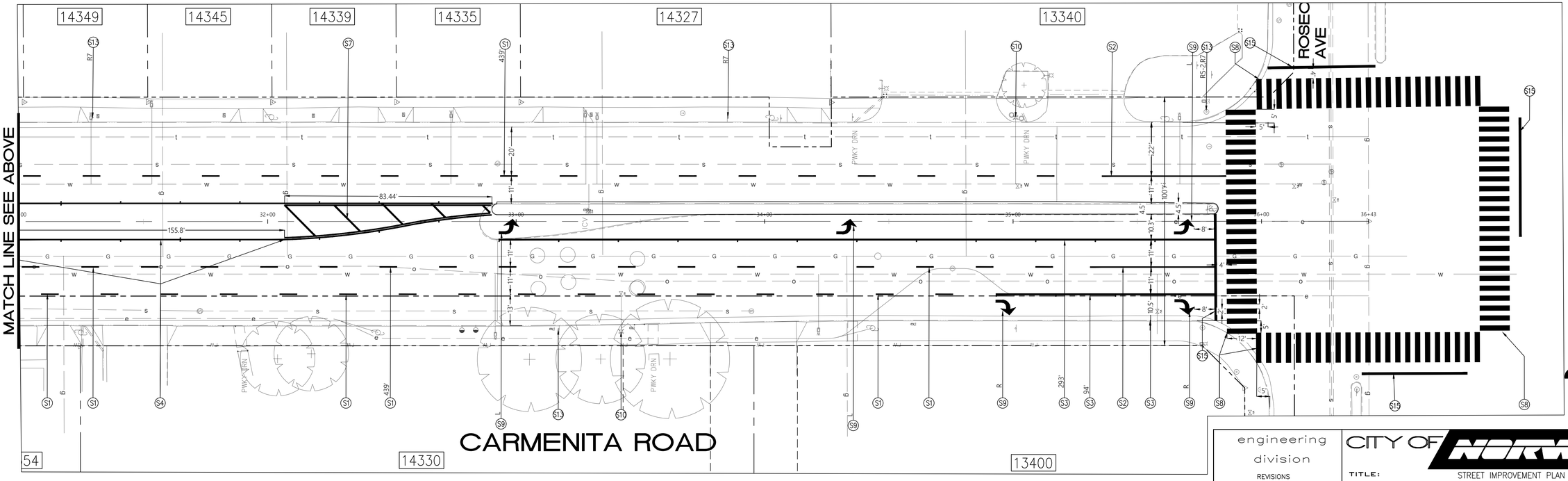
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SCALE 1" : 20'

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CITY OF NORWALK

TITLE: STREET IMPROVEMENT PLAN
CARMENITA ROAD REHAB–I-5 TO ROSECRANS
550' N/O EXCELSIOR TO ROSECRANS

Approved
Albert Mendoza, City Engineer RCE 90882 — 2026-06-26 DATE

Recommended
Run Chen, Principal Civil Engineer RCE 75709 — 4/22/26 DATE

PROJECT NO. 7184

DRAWING NO. A–1919

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APPENDIX B – LIMITED GEOTECHNICAL INVESTIGATION / PAVEMENT ANALYSIS

NoorzayGeo

August 19, 2025

Updated September 3, 2025

Onward Engineering
300 S, Harbor Boulevard, Suite 814
Anaheim, California 92805
Attn: Mr. Ryan Dennis

Project No. 25055

Dear Mr. Dennis:

Attached herewith is the limited geotechnical investigation/ pavement analysis report prepared for the proposed rehabilitation of Carmenita Road from 550 feet north of Excelsior Drive to Rosecrans Avenue in the city of Norwalk, California.

We appreciate this opportunity to provide this limited geotechnical investigation/ pavement analysis report for the subject project. If you have questions or comments concerning this report, please contact us at your convenience.

Respectfully submitted,
Noorzay Geotechnical Services, Inc.

Maihan Noorzay, G.E.
Principal Engineer

Distribution: Mr. Ryan Dennis (PDF)

LIMITED GEOTECHNICAL INVESTIGATION/ PAVEMENT ANALYSIS
PROPOSED REHABILITATION OF
CARMENITA ROAD FROM
550 FEET NORTH OF EXCELSIOR DRIVE TO ROSECRANS AVENUE
NORWALK, CALIFORNIA
PREPARED FOR
ONWARD ENGINEERING
NGS PROJECT NO. 25055

NoorzayGeo

INTRODUCTION / PROJECT DESCRIPTION

During July and August 2025, Noorzay Geotechnical Services, Inc. (NoorzayGeo) performed a limited geotechnical investigation and pavement evaluation services for the subject project. The purposes of this report are to determine the existing pavement sections and to provide recommendations for new pavement sections and rehabilitation based on Caltrans design methodology for a specific segment of street within the city of Norwalk, California.

The street segment that is part of this scope of work is provided on the Index map (Enclosure A-1) and is as follows:

- Carmenita Road from 550 feet north of Excelsior Drive to Rosecrans Avenue

SCOPE OF SERVICES

The scope of services provided for this project included the following:

- Perform excavations within the project limits, as directed by Onward Engineering
- Measuring the thickness of the pavement and any underlying base, as encountered
- Obtaining samples of the underlying subgrade soil for laboratory testing
- Patching the drilled holes with black dyed, fast setting concrete
- Performing laboratory testing on selected samples including R-values
- Analyzing laboratory data and provided traffic information to provide preliminary hot mix asphalt pavement recommendations and recommendations for rehabilitation
- Preparation of this report summarizing our findings, conclusion and professional opinions and recommendations for the observed roadways

FIELD INVESTIGATION

Our field investigation was performed on July 25, 2025. The information collected was utilized for

preparation of this limited geotechnical investigation/ pavement analysis report.

The field investigation consisted of a site reconnaissance and a subsurface exploration program, which included 5 boring/ core locations. The depths of exploration was about 5 feet below the existing ground surface (bgs), with the exception of B-5, which reached refusal at 2.4 feet. The locations were cored using a hand operated coring machine and hand augering tools. The excavated locations were then backfilled with any remaining soil cuttings and aggregate base upon completion of sampling and restored with black dyed, fast setting concrete.

Representative bulk samples of subgrade soils were obtained at each location. The approximate locations are shown on the Site Plan (Enclosure A-2). The boring/ core locations are labeled as indicated in the following table.

Street	Boring No.	Location	Direction	Lane
Carmenita Road	B-1	at Pumice Street	SB	Lane # 1
	B-2	midblock between Rosecrans Ave and Vieudelou Ave	SB	Lane # 2
	B-3	median midway between Mapledale St and Vieudelou Ave	Centerline	N/A
	B-4	North of Vieudelou	NB	Lane # 2
	B-5	at Mapledale	NB	Lane # 1

Additional boring information, including thickness of the existing asphalt concrete (AC), and/ or aggregate base (AB), is provided in Appendix B and summarized in Appendix D of this report.

LABORATORY TESTING

R-value testing was performed on selected combined soil samples collected from the boring/ core locations to evaluate the physical characteristics and engineering properties of the subgrade soils. The

results of our R-value testing are provided in the following table.

Sample No.	Actual R-value	Recommended R-value*
Combined 1 and 5	68	50
Combined 2, 3, 4	58	50

* The maximum recommended R-Value is limited to 50 based on Caltrans HDM Section 614.3

Laboratory test results appear in Appendix C. Soil classifications provided in our investigation are in general accordance with the Unified Soil Classification System (USCS).

GROUNDWATER

The project area is situated within the west half of projected section 21, Township 3 South, Range 11 West, San Bernardino Principal Meridian, centered approximately at Latitude: 33.899249° North, Longitude: 118.046636° West. Water wells were not located within the project area. However, several water wells are located within the vicinity of the site, according to data from Los Angeles County Department of Public Works. The highest groundwater levels are reported for each well in the following table:

Well ID	Date	Depth to Water	Approximate Location/ Intersection Near Well
1051W	9/29/1996	14.2	Cornet St & Molette St
1618P	4/30/1996	74	Gettysburg Dr & Jersey Avenue
1010E	10/01/1998	45	Gridley Ave & Excelsior Dr
1645H	5/15/1998	41.4	Greenleaf Ave & Barton Rd

The groundwater data indicates that the historical high groundwater levels near the vicinity of the site have been as shallow as 14.2 feet below the ground surface. Based on the results of our research, groundwater is not expected to be a constraint to the development of this project.

SUBSURFACE SOIL CONDITIONS

In the project area, near-surface soil along the tested street was generally consistent and composed of silty, fine- to medium-grained sand (SM), which was brown in color and moist.

Groundwater was not encountered within the exploratory excavations to the maximum depth of approximately 5 feet below ground surface. Slight to no caving was noted in our exploratory excavations. More detailed descriptions of the subsurface soil conditions encountered are included within our exploratory logs (Appendix B).

TRAFFIC INDEX

A preliminary traffic index was provided by the City of Norwalk for preparation of this report. Recommendations for new pavement design and pavement rehabilitation are based on the traffic index (TI) values noted below. Noorzay Geotechnical Services, Inc. does not practice traffic engineering. The TI used to develop the recommended pavement sections were provided to us. We recommend that the project civil engineer or traffic engineer review the TI to verify that they are appropriate for this project.

Roadway	Provided TI
Carmenita Road	13

RECOMMENDATIONS

Based on the results of our investigation and correspondence with the project team from Onward Engineering, it is our opinion that if the existing structural pavement section is considered to have "adequate pavement section" as provided in Appendix D, then that segment of pavement could be considered for rehabilitation. If the existing pavement section is considered to have "inadequate pavement section" then we recommend full reconstruction in order to provide a structurally adequate pavement section.

All materials used and work performed should meet the current edition of the Standard Specifications for Public Works Construction (Greenbook) with all supplements, or Caltrans requirements, unless superseded by the recommendations provided within this report. The AB should consist of Crushed Aggregate Base (CAB) meeting Greenbook Section 200-2.2 or Caltrans Class 2 Aggregate Base.

Maximum dry density and optimum moisture content for subgrade and aggregate base materials should be determined according to current ASTM D1557 procedures. The asphalt concrete pavement should be densified to 95 percent or greater of the density obtained by current Caltrans test methods.

Where HMA pavement abuts concrete aprons, drives, walks, or curb and gutter sections, a thickened edge transition zone is recommended for the HMA section to minimize the effects of impact loading as vehicles transition from PCC paving to HMA paving. This thickened edge should consist of an increased thickness of 4.0 inches. This thickened edge should extend to a distance of 3.0 feet or greater from the edge of pavement and then gradually taper back to the design pavement thickness.

Surface water infiltration beneath pavements could significantly reduce the pavement design life. Pavements should be sloped to permit rapid and unimpaired flow of runoff water. In addition, the new pavement should be protected from moisture migration and ponding from adjacent water sources.

Proper edge drainage is critical to maintaining pavement performance and longevity. Pavements

should be constructed with a minimum cross-slope of two percent (2%) to promote positive drainage away from the roadway. In addition, edge drainage measures such as paved dikes, swales, or subsurface drains should be considered in areas where water could pond or migrate beneath the pavement structure. Adequate edge drainage will reduce the potential for moisture intrusion into the aggregate base and subgrade soils, which can otherwise lead to premature deterioration, loss of support, and shortened pavement service life. The gutter material and construction methods should conform to the current Los Angeles County or City of Norwalk standards.

It should be noted that the provided pavement designs were based upon a preliminary R-value testing and should be confirmed by additional sampling and testing during construction when the actual subgrade soils are exposed.

To extend the service life of the rehabilitated pavement, a proactive maintenance program should be implemented. Routine activities such as crack sealing and joint sealing should be performed as soon as cracks wider than 1/4 inch are observed, typically within the first 3 to 5 years after construction. Preventive surface treatments such as slurry seals, micro-surfacing, chip seals, or thin overlays should be considered on a 7- to 10-year cycle depending on traffic and distress levels. Regular pavement condition surveys (e.g., ASTM D6433 PCI ratings) are recommended to identify early distress and guide maintenance timing. A consistent maintenance program will help minimize water infiltration, slow reflective cracking, and reduce the need for costly structural rehabilitation.

For more information regarding maintenance procedures for asphalt pavements and frequency of such procedures, a competent contractor should be contacted.

Conventional Reconstruction

Conventional reconstruction involves removing and replacing the existing pavement sections to install new, structurally adequate pavement sections. The recommended pavement sections are shown on the table in Appendix D. It should be noted that the recommendations provided are based on the minimum

required thickness of asphalt. Different thickness of asphalt and base may also be suitable for the project.

The removal of existing pavement and subgrade to create sufficient depth for the recommended AC over AB sections will be required. Once the grade is achieved for the new sections, the exposed subgrade should be scarified to a depth of 8 inches, moisture conditioned to near optimum moisture content and recompacted to achieve 95 percent relative compaction. Following the approval of the subgrade by a representative of this firm, AB should be placed in approximately 6-inch lifts, moisture conditioned to near optimum moisture content and compacted to achieve 95 percent relative compaction. If desired, a new pavement interlayer consisting of Tensar GlasPave 25 or equivalent should be considered for the reconstructed asphalt in order to match the adjacent asphalt section.

It should be noted that the provided pavement designs were based upon a preliminary testing and should be confirmed by additional sampling and testing during construction when the actual subgrade soils are exposed.

Rehabilitation with Dig-Outs, Preserving Existing Pavement Interlayer Fabric

For areas that are considered to have "adequate pavement section", we recommend rehabilitation by performing localized dig outs followed by milling the existing pavement to just above the pavement interlayer and overlaying with new asphalt. This method consists of performing localized dig outs within existing pavement areas containing medium- to high-severity distress regardless of sufficient pavement design thickness. The dig outs should extend to at least 5 feet beyond the edge of the distress. These areas can be identified with the aid of ASTM D6433.

The localized dig out areas would require removing the existing distressed pavement structural section and subgrade as needed to accommodate a new pavement section in that area. The reconstructed dig out areas should match the existing adjacent pavement sections as shown on the table within Appendix D of this report.

The dig out areas should be prepared by removing the deteriorated pavement to the required subgrade, scarifying the exposed subgrade to a depth of 8 inches, moisture conditioning to near optimum moisture content and recompacting to achieve 95 percent relative compaction. Following the approval of the subgrade by a representative of this firm, the AB should be placed, moisture conditioned to near optimum and compacted to achieve 95 percent relative compaction up to the bottom of the adjacent asphalt grade. Dig-out areas should be filled with newly compacted asphalt over the newly compacted aggregate base up to the existing adjacent pavement interlayer grade. The installation of a new pavement interlayer consisting of Tensar GlasPave 25 or equivalent should be considered for dig-out areas to replace the previously installed pavement interlayer fabric.

Following the completion of all the required dig outs, the entire roadway should be milled to a depth of approximately 1-3/4 inches. Extreme care should be utilized during the milling process in order to prevent damage to the existing pavement interlayer. Milling depth should be controlled to within ±0.25 inches to avoid damage to the existing interlayer. Prior to the overlay, the milled surface should be completely cleaned and free of any loose debris. Any cracks that are 1/4-inch or wider should be filled with tack coat such as asphalt binder, High Performance Seal (HPS), or equivalent. As an optional alternative item for the city, a 3/8-inch ARAM interlayer may be placed over the milled surfaces at this time.

A new AC overlay (2 to 4 inches thick, depending on grade constraints and desire to raise grades) should be placed over the entire street section (for both dig-out areas and overlay areas) in two-inch thick continuous layers and densified to 95 percent relative compaction or greater. At the discretion of the city and project team, the AC overlay may be replaced with fiber-reinforced asphalt concrete (FRAC) or rubberized hot mix asphalt (RHMA). Using these options, the section thickness is unchanged; these mixes may improve crack resistance and durability.

Rehabilitation with Dig-Outs, Removing Existing Pavement Interlayer Fabric

This method may be used for areas that are considered to have "adequate pavement section". This method consists of performing localized dig outs followed by milling the existing pavement past the

pavement interlayer and overlaying with new asphalt. This method consists of performing localized dig outs within existing pavement areas containing medium- to high-severity distress regardless of sufficient pavement design thickness. The dig outs should extend to at least 5 feet beyond the edge of the distress. These areas can be identified with the aid of ASTM D6433.

The localized dig out areas would require removing the existing distressed pavement structural section and subgrade as needed to accommodate a new pavement section in that area. The reconstructed dig out areas should match the existing adjacent pavement sections as shown on the table within Appendix D of this report.

The dig out areas should be prepared by removing the deteriorated pavement to the required subgrade, scarifying the exposed subgrade to a depth of 8 inches, moisture conditioning to near optimum moisture content and recompacting to achieve 95 percent relative compaction. Following the approval of the subgrade by a representative of this firm, the AB should be placed, moisture conditioned to near optimum and compacted to achieve 95 percent relative compaction up to the bottom of the adjacent asphalt grade. Dig-out areas should be filled with newly compacted asphalt over the newly compacted aggregate base up to about 4 inches below the final pavement grade.

Following the completion of all the required dig outs, the entire roadway should be milled to a depth of 4 inches. This would entail removal of the existing pavement interlayer. Appropriate equipment should be used with consideration to the pavement interlayer and the millings should be disposed of properly as they will be contaminated by the pavement interlayer. Prior to the overlay, the milled surface should be completely cleaned and free of any loose debris. Any cracks that are 1/4-inch or wider should be filled with tack coat such as asphalt binder, High Performance Seal (HPS), or equivalent. The installation of a new pavement interlayer consisting of Tensar GlasPave 25 or equivalent may be considered to replace the previously installed pavement interlayer fabric. A new AC overlay (4 inches thick) should be placed over the entire street section (for both dig-out areas and overlay areas) in two-inch thick continuous layers and densified to 95 percent relative compaction or greater. At the discretion of the city and project team, the AC overlay may be replaced with fiber-

reinforced asphalt concrete (FRAC) or rubberized hot mix asphalt (RHMA). Using these options, the section thickness is unchanged; these mixes may improve crack resistance and durability.

Full-Depth Reclamation

At this time, full-depth reclamation is not considered feasible for the project due to the presence of pavement interlayer fabric.

LIMITATIONS

Noorzay Geotechnical Services has striven to perform our services within the limits prescribed by our client, and in a manner consistent with the usual thoroughness and competence of reputable geotechnical engineers and engineering geologists practicing under similar circumstances. No other representation, express or implied, and no warranty or guarantee is included or intended by virtue of the services performed or reports, opinion, documents, or otherwise supplied.

This report reflects our limited pavement evaluation, which is the subject of this report. However, changes in the conditions of the roadways may change based on factors such as traffic loading, pavement age, and types and extents of distresses. Changes in applicable or appropriate standards may also occur whether as a result of legislation, application, or the broadening of knowledge. Therefore, this report is indicative of only those conditions observed during our visual assessment and review of available as-built information, and the findings of this report may be invalidated fully or partially by changes outside of the control of Noorzay Geotechnical Services. This report is therefore subject to review and should not be relied upon after a period of one year.

The conclusions and recommendations in this report are based upon observations performed during our limited pavement evaluation and the scope of services described in this report. Should conditions that appear different than those described herein be encountered in the field by the client or any firm performing services for the client or the client's assign, this firm should be contacted immediately in order that we might evaluate their effect. If actual TI differs from preliminary value of 7, recommendations should be reevaluated.

If this report or portions thereof are provided to contractors or included in specifications, it should be understood by all parties that they are provided for information only and should be used as such.

CLOSURE

We appreciate this opportunity to be of service and trust this report provides the information desired at this time. Should questions arise, please do not hesitate to contact this office.



Respectfully submitted,
Noorzay Geotechnical Services, Inc.

Maihan Noorzay, G.E. 3085
Principal Engineer

REFERENCES

BNi Building News, 20015, "GREENBOOK" Standard Specifications for Public Works Construction, 2015 Edition: Public Works Standards, Inc.

Caltrans Highway Design Manual, 6th Edition, 2019

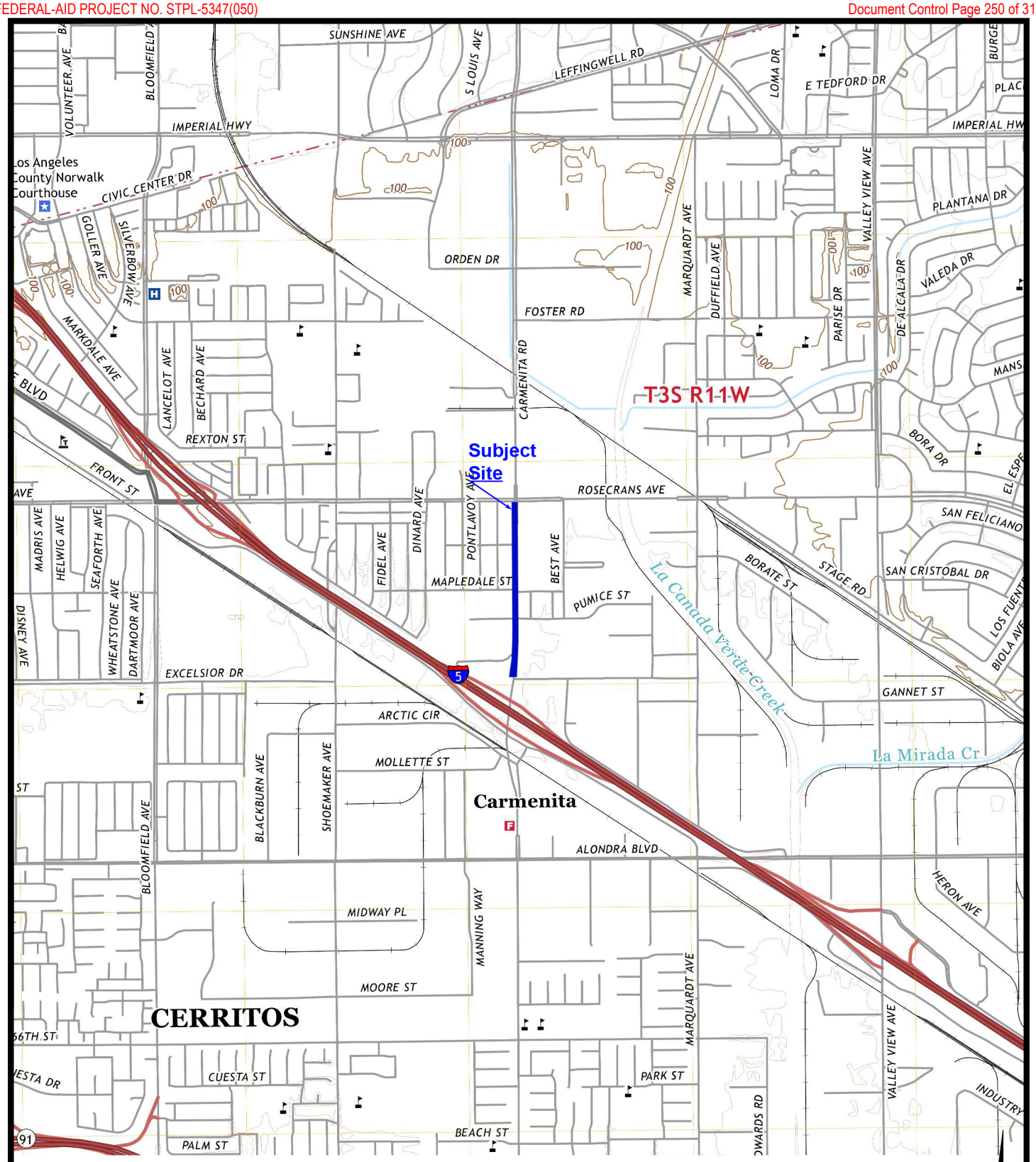
Google Earth Pro, v7.3.6.10201, accessed 08/08/25, Carmenita Road, 33.899249°, -118.046636°, eye alt 4053, image date 14/04/23.

Los Angeles County Department of Public Works, 2025, Water Wells Website, https://dpw.lacounty.gov/general/wells/#

United States Department of the Interior, Geological Survey, 2021, Whittier Quadrangle, California, 7.5-Minute Topographic, Scale 1:24,000.

APPENDIX A

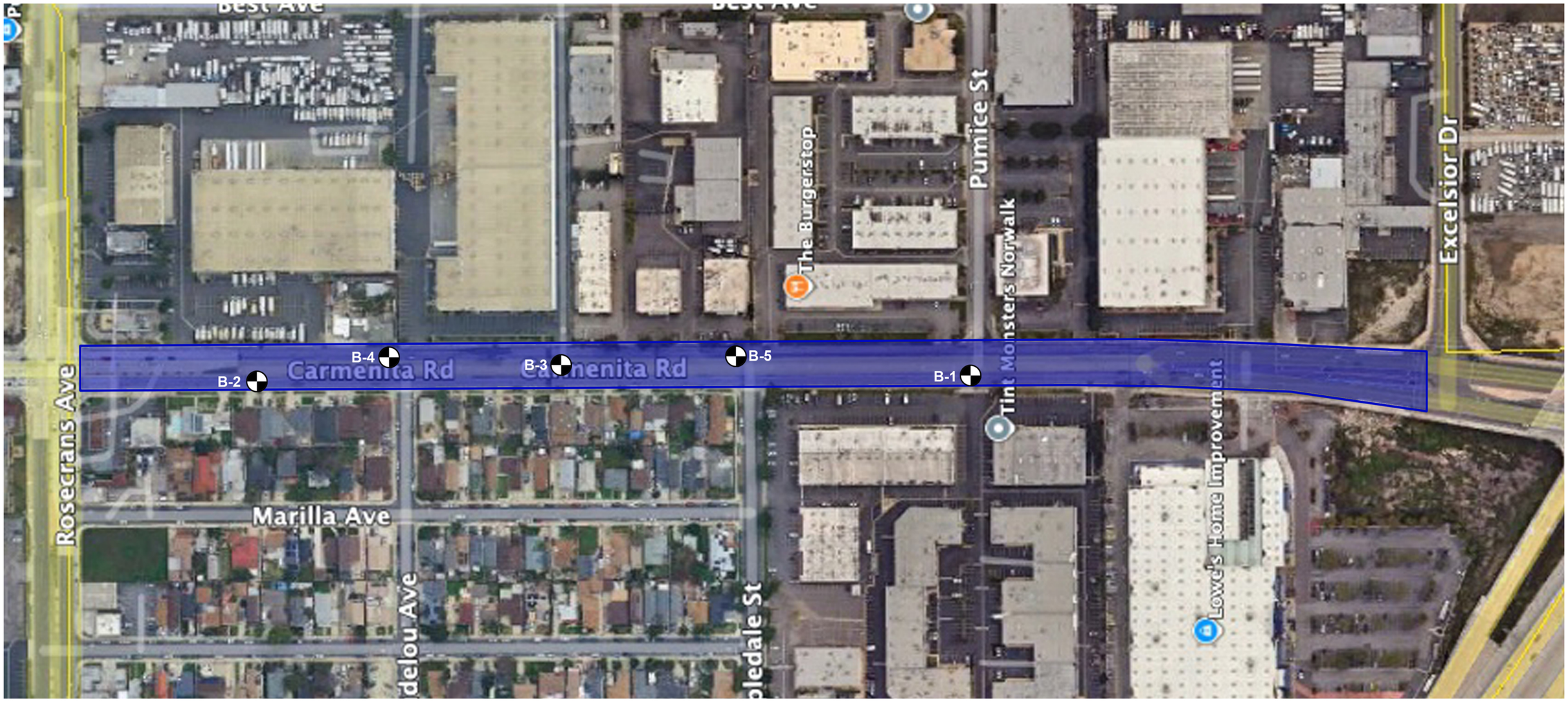
MAPS



Reference: **United States Department of the Interior, Geological Survey**, 2021, *Whittier Quadrangle, California,* 7.5-Minute Topographic, Scale 1:24,000.

0 2000 4000
Scale Approximate in Feet

DATE			
08/09/2025	**Index Map** Carmenita Road, Excelsior Drive to Rosecrans Avenue Norwalk, California	NoorzayGeo	A-1
DRAWN BY: RG			



Legend

B-5 ⊕ - Approximate locations of exploratory borings.

0 200 400
Approximate Scale in Feet

References:
- Google Earth Pro, v7.3.6.10201, accessed 08/08/25, Carmenita Road, 33.899249°, -118.046636°, eye alt 4053, image date 14/04/23.

DATE 08/09/2025 SCALE 1"=200' DRAWN BY: RG JOB NO. 25055	**Site Plan** Carmenita Road, Excelsior Drive to Rosecrans Avenue Norwalk, California	NoorzayGeo	A-2

APPENDIX B

EXPLORATORY LOGS

SUBSURFACE EXPLORATION LEGEND

UNIFIED SOIL CLASSIFICATION SYSTEM Visual-Manual Procedure (ASTM D2488)					CONSISTENCY / RELATIVE DENSITY
MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES	CRITERIA
Coarse-Grained Soils*	Gravels 50 % or more of Coarse Fraction Retained on No. 4 Sieve	Clean Gravels	GW	Well Graded Gravels and Gravel-Sand Mixtures, Little or no Fines	Reference: 'Foundation Engineering', Peck, Hansen, Thornburn, 2nd Edition.
			GP	Poorly Graded Gravels and Gravel-Sand Mixtures, Little or no Fines	
		Gravels with Fines	GM	Silty Gravels, Gravel-Sand-Silt Mixtures**	
			GC	Clayey Gravel, Gravel-Sand-Clay Mixtures**	
More than 50 % Retained on No. 200 Sieve	Sands More than 50 % of Coarse Fraction Passes No. 4 Sieve	Clean Sands	SW	Well Graded Sands and Gravely Sands, Little or no Fines	
			SP	Poorly Graded Sands and Gravely Sands, Little or no Fines	
		Sands with Fines	SM	Silty Sands, Sand-Silt Mixtures**	
			SC	Clayey Sands, Sand-Clay Mixtures**	
Fine Grained Soils*	Silts and Clays Liquid Limits 50 % or less		ML	Inorganic Silts, Sandy Silts, Rock Flour	
			CL	Inorganic Clays of Low to Medium Plasticity, Gravelly Clays, Sandy Clays, Silty Clays, Lean Clays	
			OL	Organic Silts and Organic silty Clays of Low Plasticity	
50 % or more Passes No. 200 Sieve	Silts and Clays Liquid Limits Greater than 50 %		MH	Inorganic Silts, Micaceous or Diatomaceous silts, Plastic Silts	
			CH	Inorganic Clays of High Plasticity, Fat Clays	
			OH	Organic Clays of Medium to High Plasticity	
Highly Organic Soils			PT	Peat, Muck, or Other Highly Organic Soils	

Standard Penetration Test
Granular Soils

Penetration Resistance, N, (Blows / Foot)	Relative Density
0 - 4	Very Loose
4 - 10	Loose
10 - 30	Medium
30 - 50	Dense
> 50	Very Dense

Standard Penetration Test
Cohesive Soils

Penetration Resistance, N, (Blows / Foot)	Consistency	Unconfined Compressive Strength, (Tons / Sq. Ft.)
< 2	Very Soft	< 0.25
2 - 4	Soft	0.25 - 0.5
4 - 8	Medium	0.5 - 1.0
8 - 15	Stiff	1.0 - 2.0
15 - 30	Very Stiff	2.0 - 4.0
> 30	Hard	> 4.0

* Based on material passing the 3-inch sieve.

** More than 12% passing the No. 200 sieve; 5% to 12% passing No. 200 sieve requires use of duel symbols (i.e., SP-SM., GP-GM, SP-SC, GP-GC, etc.); Border line classifications are designated as CH/Cl, GM/SM, SP/SW, etc.

U.S. Standard Sieve Size 12" 3" 3/4" #4 #10 #40 #200

Unified Soil Classification Designation	Boulders	Cobbles	Gravel		Sand			Silt and Clay
			Coarse	Fine	Coarse	Medium	Fine	

Moisture Condition

Dry	Absence of moisture, dusty, dry to the touch.
Moist	Damp but no visible moisture.
Wet	Visible free water, usually below the water table.

Material Quantity

Trace	< 5 %
Slightly	5 - 12%
Little	12 - 25%
Some	25 - 50 %

Other Symbols

C - Core Sample
S - SPT Sample
B - Bulk Sample
CK - Chunk Sample
R - Ring Sample
N - Nuclear Gauge Test
∇ - Water Table

DATE			
2025	**Simplified USCS Soils Classification Chart**	NoorzayGeo	B
DRAWN BY: RG			

EXPLORATORY LOGS

(Field work performed on July 25, 2025)

Boring No.	Existing Pavement Section (feet)	Subgrade Soils
B-1	0.19' AC / PI / 0.52' AC/ 1.04' AB	Silty sand (SM), brown, moist, fine to medium sand
B-2	0.19' AC / PI / 0.44' AC/ 1.0' AB	Silty sand (SM), brown, moist, fine to medium sand
B-3	0.17' AC / PI / 0.58' AC / 0.67' AB	Silty sand (SM), brown, moist, fine to medium sand
B-4	0.21' AC / PI / 0.38' AC / 1.0' AB	Silty sand (SM), brown, moist, fine to medium sand
B-5	0.17' AC / PI / 0.58' AC / 1.0' AB	Silty sand (SM) with gravel, brown, moist, fine to medium sand, refusal at 2.4'

- End of borings at 5 feet bgs, unless noted otherwise.
- No groundwater encountered
- Slight to no caving observed
- Backfilled with remaining soil, 3/4-inch aggregate, and capped with black-dyed fast set concrete
- Borings were all hand-augered
- AC: Asphalt concrete; PI: Pavement interlayer fabric; AB: Aggregate base

APPENDIX C

LABORATORY TESTING

ARAGÓN GEOTECHNICAL, INC.
16801 Van Buren Blvd.
Riverside, California 92504
(951) 776-0345

Report of R-Value Lab Testing

Project Name: Norwalk

Lab No.: 25-1879

Project No: 4410-TR
Sampled By: Client
Report Date: July 31, 2025

Client: Noorzay Geotechnical Services, Inc.
16531 Orangehaven Ln.
Riverside, CA 92503
Date of Sampling: July 25, 2025

Tested By: A. Garcia
Location Sampled: 1, 5 Blend
Specifications: -
Sample Description: Brn F-M Silty Sand

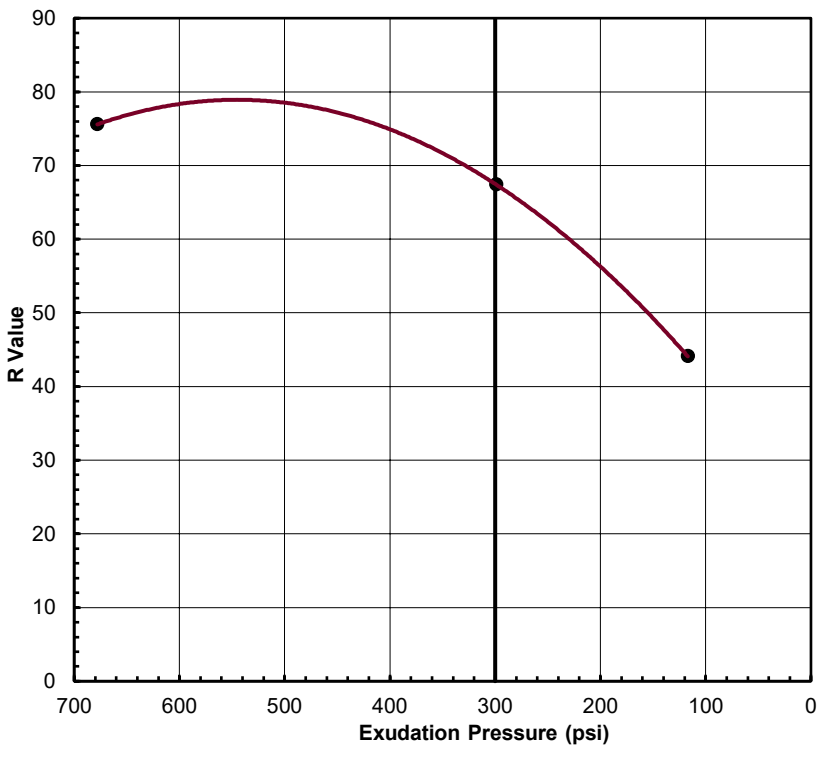
Date Received: 7/25/2025
Date Tested: 7/25 to 7/31/25
Source: -

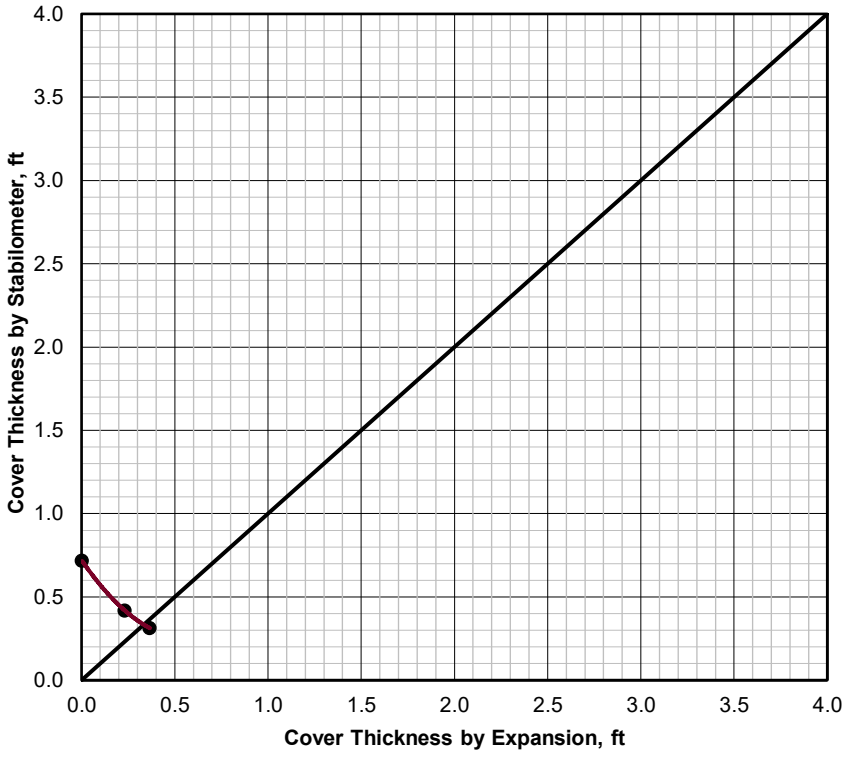
Specimen Identification	A	B	C
Moisture Content	8.2%	9.2%	9.9%
Compaction Pressure (psi)	350	350	350
Specimen Height (inches)	2.52	2.48	2.50
Dry Density (pcf)	122.9	123.7	122.8
Horiz. Pres. @ 1000lbs (psi)	17	22	37
Horiz. Pres. @ 2000lbs (psi)	27	37	67
Displacement	3.98	4.02	4.40
Expansion Pressure (psf)	48	30	0
Exudation Pressure (psi)	678	299	117
R-Value by Stabliometer (Uncorrected)	76	67	44
R-Value by Stabilometer (Corrected)	76	67	44
Thickness by Stabilometer	0.31	0.42	0.72
Thickness by Expansion	0.37	0.23	0.00
R-Value by Expansion	74	74	74

Assumptions:

Traffic Index	5.0
Gf	1.25

R-Value = 68
By Exudation





Remarks: No modifications made to test method, followed exact test procedure. R-Value at equilibrium is the lowest of the two R-Values between exudation and expansion.

- [x] All materials were sampled and tested per the project approved documents.
- [ ] All materials tested met project approved plans & specifications.
- [ ] All materials tested did not meet project approved plans & specifications.

Reviewed by: James Burling, Staff Engineer — Date: July 31, 2025

ASTM/CTM Standards Used:	Material was sampled by client. Sample tested in accordance with California Test Method 301.

Testing was performed by qualified personnel in accordance with generally accepted industry practice, material testing consultants procedures and the above reference standards. This report is applicable only to the items listed herein. The tests performed and in this report are not intended to be considered as any guarantee or warranty of suitability for service or fitness of use of items tested and it should not be relied on as such. The report has been prepared for the exclusive use of the client and any partial or whole reproduction without the consent of the client is prohibited. AGI makes no representation or opinion to origin or composition of the above material.

ARAGÓN GEOTECHNICAL, INC.
16801 Van Buren Blvd.
Riverside, California 92504
(951) 776-0345

Report of R-Value Lab Testing

Project Name: Norwalk

Lab No.: 25-1880

Project No: 4410-TR
Sampled By: Client
Report Date: July 31, 2025

Client: Noorzay Geotechnical Services, Inc.
16531 Orangehaven Ln.
Riverside, CA.

Date of Sampling: July 25, 2025

Tested By: A. Garcia
Location Sampled: 2,3 & 4 Blend
Specifications: -
Sample Description: Brn Fine Silty Sand

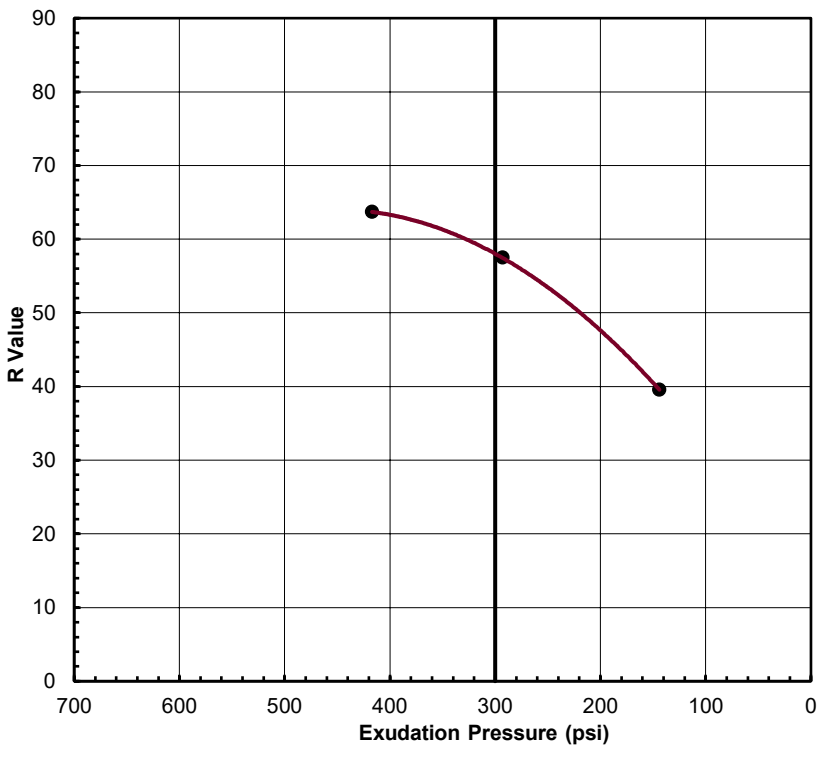
Date Received: 7/25/2025
Date Tested: 7/25 to 7/31/25
Source: -

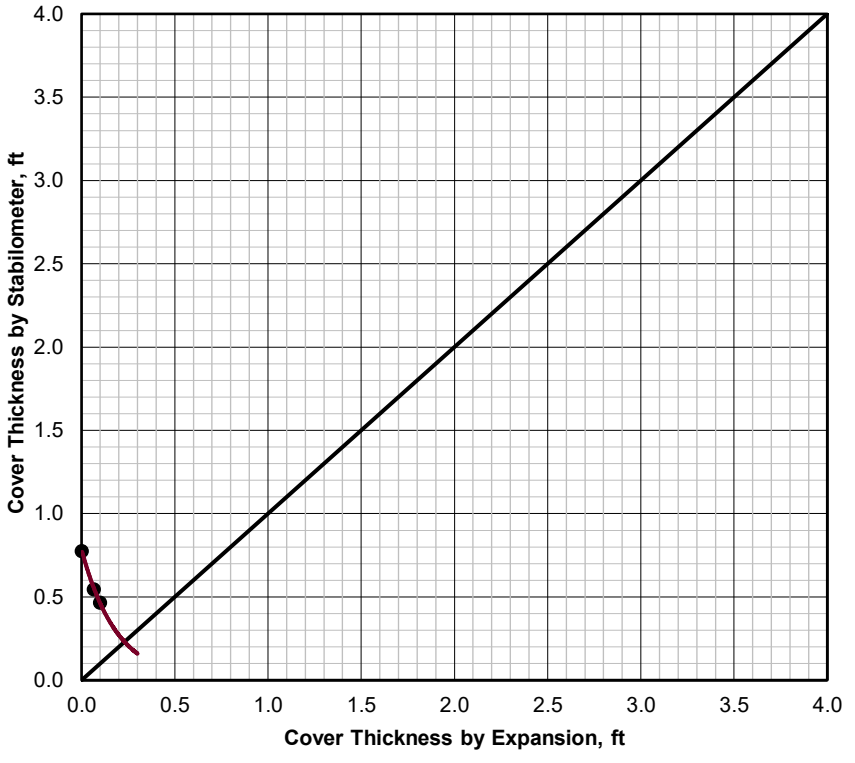
Specimen Identification	A	B	C
Moisture Content	11.7%	10.9%	11.3%
Compaction Pressure (psi)	350	350	350
Specimen Height (inches)	2.52	2.51	2.50
Dry Density (pcf)	118.9	119.5	118.2
Horiz. Pres. @ 1000lbs (psi)	36	23	26
Horiz. Pres. @ 2000lbs (psi)	63	39	47
Displacement	5.88	4.42	4.45
Expansion Pressure (psf)	0	13	9
Exudation Pressure (psi)	144	417	293
R-Value by Stabliometer (Uncorrected)	40	64	57
R-Value by Stabilometer (Corrected)	40	64	57
Thickness by Stabilometer	0.77	0.46	0.54
Thickness by Expansion	0.00	0.10	0.07
R-Value by Expansion	81	81	81

Assumptions:

Traffic Index	5.0
Gf	1.25

R-Value = 58
By Exudation





Remarks: No modifications made to test method, followed exact test procedure. R-Value at equilibrium is the lowest of the two R-Values between exudation and expansion.

- [x] All materials were sampled and tested per the project approved documents.
- [ ] All materials tested met project approved plans & specifications.
- [ ] All materials tested did not meet project approved plans & specifications.

Reviewed by: James Burling
Staff Engineer

Date: July 31, 2025

ASTM/CTM Standards Used:	Material was sampled by client. Sample tested in accordance with California Test Method 301.

Testing was performed by qualified personnel in accordance with generally accepted industry practice, material testing consultants procedures and the above reference standards. This report is applicable only to the items listed herein. The tests performed and in this report are not intended to be considered as any guarantee or warranty of suitability for service or fitness of use of items tested and it should not be relied on as such. The report has been prepared for the exclusive use of the client and any partial or whole reproduction without the consent of the client is prohibited. AGI makes no representation or opinion to origin or composition of the above material.

APPENDIX D

PAVEMENT STRUCTURAL SECTIONS

Pavement Structural Sections

Core Information

Boring No.	Street	Location	Direction	Lane	Existing Pavement Section (feet)	Traffic Index	Recommended R-Value*	Required Pavement Section (feet)*	GE Needed*	GE Existing	Comments
B-1	Carmenita Road	at Pumice Street	SB	Lane # 1	0.19' AC / PI / 0.52' AC/ 1.04' AB	13	50	0.66' AC / 0.95' AB	2.08	2.26	**Adequate Pavement Section**
B-2		midblock between Rosecrans Ave and Vieudelou Ave	SB	Lane # 2	0.19' AC / PI / 0.44' AC/ 1.0' AB			0.66' AC / 0.95' AB		2.09	**Adequate Pavement Section**
B-3		median midway between Mapledale St and Vieudelou Ave	Centerline	N/A	0.17' AC / PI / 0.58' AC / 0.67' AB			0.66' AC / 0.95' AB		1.91	**Inadequate Pavement Section**
B-4		North of Vieudelou	NB	Lane # 2	0.21' AC / PI / 0.38' AC / 1.0' AB			0.66' AC / 0.95' AB		2.03	**Inadequate Pavement Section**
B-5		at Mapledale	NB	Lane # 1	0.17' AC / PI / 0.58' AC / 1.0' AB			0.66' AC / 0.95' AB		2.28	**Adequate Pavement Section**

* The maximum recommended R-Value is limited to 50 based on Caltrans HDM Section 614.3
AC – Asphalt Concrete
AB – Aggregate Base
PI - Pavement Interlayer Fabric

APPENDIX C – FEDERAL REQUIREMENTS

BABA Language for Bid Package and Construction Contract

Applicability of the Build America, Buy America

The Build America, Buy America Act (BABA) requires that all of the iron, steel, manufactured products, and construction materials used in infrastructure projects are produced in the United States.

Under Sections 70912 and 70914, the BAP applies to the purchase of iron, steel, manufactured products, and construction materials for Covered Community Planning and Development (CPD) Programs when funds are used for the construction, alteration, maintenance, or repair of infrastructure, as defined by BABA.

Categorization of Articles. The term “categorization of articles” refers to the requirement that articles, materials, and supplies should only be classified into one of the following categories:

- Iron or steel products;
- Manufactured products;
- Construction materials; or
- Section 70917(c) materials.

Construction Materials are also:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite
- building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood, and
- Drywall.

Covered Materials includes the following when used in connection with an Infrastructure Project:

A. all iron and steel;
B. all Manufactured Products; and
C. all Construction Materials.

Under the U.S. Department of Housing and Urban Development’s (HUD) Phased Implementation Schedule, iron and steel are covered material under BABA for this Project. Contractors, manufacturers,

and suppliers will be required to purchase iron and steel that are American-made only. Contractors, manufacturers, and suppliers will be required to provide signed certification forms with short description to identify where the covered material was made, supplied to, and where the material will be installed or used. Signed certifications must be submitted with copies of purchase order, invoice, and/or work order.

BABA only applies to articles, materials and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. BABA does not apply to building appliances (e.g., microwaves, refrigerators, dishwashers, etc.), air conditioning units, and generators that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

BABA does not apply to “removable” objects that are not an integral part of the structure or permanently affixed to the infrastructure project. For example, security cameras or fire/smoke/carbon monoxide detectors are not subject to the domestic preference requirements because they are removable and are not an integral part of the structure. This same reasoning applies to air conditioning units and building appliances within the infrastructure project; they are not an integral part of or permanently affixed to the structure. For equipment that is permanently affixed to infrastructure or that is integral to the structure and remains in a permanent location the equipment is subject to BABAA requirements. The purchasing of appliances and “removable objects” do not apply to BABA.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the non-federal entity **with each bid** or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

For federally assisted public works projects subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the non-federal entity) **in each bid** or offer for an infrastructure project that has not been waived by a BABAA waiver:

Build America, Buy America Act
Required Self-Certification

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ (Project Name and Location) ____ that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The [Contractor or Subcontractor], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

_____
Signature of [Contractor’s or Subcontractor’s] Authorized Official

_____
Name and Title of [Contractor’s or Subcontractor’s] Authorized Official

_____
Date

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

"General Decision Number: CA20260022 05/18/2026

State: California

Construction Types: Building, Heavy and Highway

Counties: California Counties of
Los Angeles

Building Construction Projects
Dredging Projects-Includes Dredging Projects (does not include hopper dredge work)
Heavy Construction Projects (excludes water well drilling)
Highway Construction Projects

Modification Number	Publication Date
2	01/30/2026
3	05/18/2026

ASBE0005-002 07/01/2024

	Rates	Fringes
ASBESTOS WORKERS/INSULATOR (INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS)	$ 56.32	26.52
FIRE STOP TECHNICIAN (APPLICATION OF FIRESTOPPING MATERIALS FOR WALL OPENINGS AND PENETRATIONS IN WALLS, FLOORS, CEILINGS AND CURTAIN WALLS)	$ 39.94	20.65

ASBE0005-002 09/01/2024

	Rates	Fringes
ASBESTOS WORKERS/INSULATOR (INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS)	$ 56.32	26.52
FIRE STOP TECHNICIAN (APPLICATION OF FIRESTOPPING MATERIALS FOR WALL OPENINGS AND PENETRATIONS IN WALLS, FLOORS, CEILINGS AND CURTAIN WALLS)	$ 39.94	20.65

ASBE0005-004 07/04/2022

	Rates	Fringes
ASBESTOS REMOVAL WORKER/HAZARDOUS MATERIAL HANDLER (INCLUDES PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING AND DISPOSING OF ALL INSULATION MATERIALS FROM MECHANICAL SYSTEMS, WHETHER THEY CONTAIN ASBESTOS OR NOT)	$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER	$ 51.98	42.11

BRCA0004-007 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER *THE WAGE SCALE FOR PREVAILING WAGE PROJECTS PERFORMED IN BLYTHE, CHINA LAKE, DEATH VALLEY, FORT IRWIN, TWENTY-NINE PALMS, NEEDLES AND 1-15 CORRIDOR (BARSTOW TO THE NEVADA STATE LINE) WILL BE THREE DOLLARS ($3.00) ABOVE THE STANDARD SAN BERNARDINO/RIVERSIDE COUNTY HOURLY WAGE RATE	$ 45.53	20.29

BRCA0018-004 06/01/2024

	Rates	Fringes
TILE LAYER	$ 51.82	19.32
TILE FINISHER	$ 37.96	13.77
MARBLE FINISHER	$ 43.38	15.36

BRCA0018-010 09/01/2024

	Rates	Fringes
TERRAZZO WORKER/SETTER	$ 49.62	15.26
TERRAZZO FINISHER	$ 42.11	14.67

CARP0213-001 07/01/2025

	Rates	Fringes
CARPENTER: (7) TABLE POWER SAW OPERATOR FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): $0.13 PER HOUR ADDITIONAL	$ 52.34	26.18
CARPENTER: (6) SCAFFOLD BUILDER FOOTNOTE: WORK		

OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): $0.13 PER HOUR ADDITIONAL.....$ 45.37 25.43

CARPENTER: (5) SAWFILER FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): $0.13 PER HOUR ADDITIONAL.....$ 52.34 26.18

CARPENTER: (4) PNEUMATIC NAILER, POWER STAPLER FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): $0.13 PER HOUR ADDITIONAL.....$ 52.37 26.18

CARPENTER: (3) PILEDRIVERMEN/DERRICK BARGEMAN, BRIDGE OR DOCK CARPENTER, HEAVY FRAMER, ROCK BARGEMAN OR SCOWMAN, ROCKSLINGER, SHINGLER (COMMERCIAL) FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): $0.13 PER HOUR ADDITIONAL. .....$ 52.37 26.18

CARPENTER: (2) MILLWRIGHT FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): $0.13 PER HOUR ADDITIONAL.....$ 52.24 26.68

CARPENTER: (1) CARPENTER, CABINET INSTALLER, INSULATION INSTALLER, HARDWOOD FLOOR WORKER AND ACOUSTICAL INSTALLER FOOTNOTE: WORK OF FORMING

IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): $0.13 PER HOUR ADDITIONAL.....$ 52.24 26.18

CARP0213-002 07/01/2025

	Rates	Fringes
DIVER: (4) ASSISTANT TENDER AMOUNTS IN ""RATES' COLUMN ARE PER DAY.....	$ 418.96	26.18
DIVER: (3) TENDER AMOUNTS IN ""RATES' COLUMN ARE PER DAY.....	$ 442.96	26.18
DIVER: (2) STANDBY AMOUNTS IN ""RATES' COLUMN ARE PER DAY.....	$ 450.96	26.18
DIVER: (1) WET AMOUNTS IN ""RATES' COLUMN ARE PER DAY.....	$ 901.92	26.18

CARP0213-004 07/01/2025

	Rates	Fringes
DRYWALL (STOCKER/SCRAPPER).....	$ 21.45	11.27
DRYWALL (DRYWALL INSTALLER/LATHER).....	$ 52.24	26.18

CARP0721-001 07/01/2025

	Rates	Fringes
MODULAR FURNITURE INSTALLER.....	$ 25.00	13.06

ELEC0011-004 06/30/2023

	Rates	Fringes
ELECTRICIAN: INTELLIGENT TRANSPORTATION SYSTEMS STREET LIGHTING, TRAFFIC SIGNALS, CCTV, AND UNDERGROUND SYSTEMS: TECHNICIAN FOOT NOTE: CABLE SPLICER & INSTRUMENT PERSON: RECIEVE 5% ADDITIONAL PER HOUR ABOVE JOURNEYMAN ELECTRICIAN BASIC HOURLY RATE. TUNNEL WORK: 10% ADDITIONAL PER HOUR. SCOPE OF WORK - TRANSPORTATION SYSTEMS TECHNICIAN: DISTRIBUTION OF MATERIAL AT JOB SITE, MANUAL EXCAVATION AND BACKFILL, INSTALLATION OF SYSTEM CONDUITS AND RACEWAYS FOR ELECTRICAL, TELEPHONE, CABLE TELEVISION AND COMMUNICATION SYSTEMS. PULLING, TERMINATING AND SPLICING OF TRAFFIC SIGNAL AND STREET LIGHTING CONDUCTORS AND ELECTRICAL SYSTEMS INCLUDING INTERCONNECT, DETECTOR LOOP, FIBER OPTIC CABLE AND		

VIDEO/DATA.....$ 45.60 31.14
ELECTRICIAN: INTELLIGENT TRANSPORTATION SYSTEMS
STREET LIGHTING, TRAFFIC SIGNALS, CCTV ,AND
UNDERGROUND SYSTEMS: JOURNEYMAN TRANSPORTATION
ELECTRICIAN FOOT NOTE: CABLE SPLICER &
INSTRUMENT PERSON: RECIEVE 5% ADDITIONAL PER HOUR
ABOVE JOURNEYMAN ELECTRICIAN BASIC HOURLY RATE.
TUNNEL WORK: 10% ADDITIONAL PER HOUR. SCOPE OF
WORK - TRANSPORTATION SYSTEMS ELECTRICIAN:
INSTALLATION OF STREET LIGHTS AND TRAFFIC
SIGNALS,INCLUDING ELECTRICAL CIRCUITRY,
PROGRAMMABLE CONTROLLERS, PEDESTAL-MOUNTED
ELECTRICAL METER ENCLOSURES AND LAYING OF
PRE-ASSEMBLED MULTI-CONDUCTOR CABLE IN DUCTS,
LAYOUT OF ELECTRICAL SYSTEMS AND COMMUNICATION
INSTALLATION, INCLUDING PROPER POSITION OF TRENCH
DEPTHS AND RADIUS AT DUCT BANKS, LOCATION FOR MAN
HOLES, PULL BOXES, STREET LIGHTS AND TRAFFIC
SIGNALS. INSTALLATION OF UNDERGROUND DUCTS FOR
ELECTRICAL,TELEPHONE, CABLE TELEVISION AND
COMMUNICATION SYSTEMS. PULLING,TERMINATION AND
SPLICING OF TRAFFIC SIGNAL AND STREET LIGHTING
CONDUCTORS AND ELECTRICAL SYSTEMS INCLUDING
INTERCONNECT,DETECTOR LOOP, FIBER OPTIC CABLE AND
VIDEO/CABLE. .....$ 60.80 31.59
ELECTRICIAN: INSIDE ELECTRICAL WORK: JOURNEYMAN
ELECTRICIAN FOOT NOTE: CABLE SPLICER &
INSTRUMENT PERSON: RECIEVE 5% ADDITIONAL PER HOUR
ABOVE JOURNEYMAN ELECTRICIAN BASIC HOURLY RATE.
TUNNEL WORK: 10% ADDITIONAL PER HOUR.....$ 60.80 31.59

ELEC0011-007 01/01/2024

Rates Fringes

COMMUNICATIONS SYSTEM: INSTALLER COMMUNICATIONS &
SYSTEMS WORK (EXCLUDES ANY WORK ON INTELLIGENT
TRANSPORTATION SYSTEMS OR CCTV HIGHWAY SYSTEMS)
SCOPE OF WORK THE WORK COVERED SHALL INCLUDE THE
INSTALLATION, TESTING, SERVICE AND MAINTENANCE, OF
THE FOLLOWING SYSTEMS THAT UTILIZE THE TRANSMISSION
AND/OR TRANSFERENCE OF VOICE, SOUND, VISION AND
DIGITAL FOR COMMERCIAL, EDUCATION, SECURITY AND
ENTERTAINMENT PURPOSES FOR TV MONITORING AND
SURVEILLANCE, BACKGROUND FOREGROUND MUSIC, INTERCOM
AND TELEPHONE INTERCONNECT, INVENTORY CONTROL
SYSTEMS, MICROWAVE TRANSMISSION, MULTI-MEDIA,
MULTIPLEX, NURSE CALL SYSTEM, RADIO PAGE, SCHOOL
INTERCOM AND SOUND, BURGLAR ALARMS AND LOW VOLTAGE
MASTER CLOCK SYSTEMS. A. COMMUNICATION SYSTEMS
THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL

SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (SUPERVISORY CONTROL/DATA ACQUISITION PCM (PULSE CODE MODULATION) INVENTORY CONTROL SYSTEMS DIGITAL DATA SYSTEMS BROADBAND & BASEBAND AND CARRIERS POINT OF SALE SYSTEMS VSAT DATA SYSTEMS DATA COMMUNICATION SYSTEMS RF AND REMOTE CONTROL SYSTEMS FIBER OPTIC DATA SYSTEMS B. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS BACKGROUND-FOREGROUND MUSIC INTERCOM AND TELEPHONE INTERCONNECT SYSTEMS SOUND AND MUSICAL ENTERTAINMENT SYSTEMS NURSE CALL SYSTEMS RADIO PAGE SYSTEMS SCHOOL INTERCOM AND SOUND SYSTEMS BURGLAR ALARM SYSTEMS LOW-VOLTAGE MASTER CLOCK SYSTEMS MULTI-MEDIA/MULTIPLEX SYSTEMS TELEPHONE SYSTEMS RF SYSTEMS AND ANTENNAS AND WAVE GUIDE C. *FIRE ALARM SYSTEMS-INSTALLATION, WIRE PULLING AND TESTING. D. TELEVISION AND VIDEO SYSTEMS TELEVISION MONITORING AND SURVEILLANCE SYSTEMS VIDEO SECURITY SYSTEMS VIDEO ENTERTAINMENT SYSTEMS VIDEO EDUCATIONAL SYSTEMS CATV AND CCTV E. SECURITY SYSTEMS, PERIMETER SECURITY SYSTEMS, VIBRATION SENSOR SYSTEMS SONAR/INFRARED MONITORING EQUIPMENT, ACCESS CONTROL SYSTEMS, CARD ACCESS SYSTEMS *FIRE ALARM SYSTEMS 1. FIRE ALARMS-IN RACEWAYS: WIRE AND CABLE PULLING IN RACEWAYS PERFORMED AT THE CURRENT ELECTRICIAN WAGE RATE AND FRINGE BENEFITS. 2. FIRE ALARMS-OPEN WIRE SYSTEMS: INSTALLED BY THE TECHNICIAN.....$ 46.47 18.47

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION: (3) GROUNDMAN HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....	$ 40.76	21.76
LINE CONSTRUCTION: (2) EQUIPMENT SPECIALIST (OPERATES CRAWLER TRACTORS, COMMERCIAL MOTOR VEHICLES, BACKHOES, TRENCHERS, CRANES (50 TONS AND BELOW), OVERHEAD & UNDERGROUND DISTRIBUTION LINE EQUIPMENT) HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....	$ 53.30	22.26
LINE CONSTRUCTION: (1) LINEMAN; CABLE SPLICER HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....	$ 70.16	24.71

ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTE: A. PAID VACATION: EMPLOYER CONTRIBUTES 8% OF REGULAR HOURLY RATE AS VACATION PAY CREDIT FOR EMPLOYEES WITH MORE THAN 5 YEARS OF SERVICE, AND 6% FOR 6 MONTHS TO 5 YEARS OF SERVICE. B. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING, AND CHRISTMAS DAY	$ 69.43	38.44

ENGI0012-004 08/01/2025

	Rates	Fringes
OPERATOR, POWER EQUIPMENT: (6) BARGE MATE (DREDGING)	$ 61.34	40.95
OPERATOR, POWER EQUIPMENT: (5) FIREMAN-OILER, DECKHAND, BARGEMAN, LEVEEHAND (DREDGING)	$ 60.73	40.95
OPERATOR, POWER EQUIPMENT: (4) WINCH OPERATOR (STERN WINCH ON DREDGE) (DREDGING)	$ 61.27	40.95
OPERATOR, POWER EQUIPMENT: (3) DECKMATE (DREDGING)	$ 61.82	40.95
OPERATOR, POWER EQUIPMENT: (2) DREDGE DOZER (DREDGING)	$ 61.93	40.95
OPERATOR, POWER EQUIPMENT: (1) LEVERMAN (DREDGING)	$ 67.90	40.95

ENGI0012-024 07/01/2025

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 7- Tunnel mole boring machine operator PREMIUM PAY: $10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator	$ 66.91	33.20
OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 6- Heavy Duty Repairman PREMIUM PAY: $10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards		

AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....$ 66.79 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 5- Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons) PREMIUM PAY: $10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....$ 66.68 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 4- Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons) PREMIUM PAY: $10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....$ 66.46 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 3- Dinkey locomotive or motorperson (up to and including 10 tons) PREMIUM PAY: $10.00 per hour

shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....$ 66.32 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 2- Power-driven jumbo form setter operator PREMIUM PAY: $10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....$ 66.03 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 1- Skiploader (wheel type up to 3/4 yd. without attachment) PREMIUM PAY: $10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....$ 65.25 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 13 Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons).....$ 70.75 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 12- Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over

200 tons, up to and including 300 tons mrc)
PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL
POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG
MILITARY BASES: CHINA LAKE NAVAL RESERVE,
VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,
FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP
LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE
BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT
UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:
$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND
COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 69.75 33.20
OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING &
HOISTING: GROUP 11- Crane operator (over 100 tons
and up to and including 200 tons mrc); Derrick
barge operator (over 100 tons up to and including
200 tons mrc); Hoist operator, stiff legs, Guy
derrick or similar type (over 100 tons up to and
including 200 tons mrc); Mobile tower crane
operator (over 100 tons up to and including 200
tons mrc) ; Tower crane operator and tower gantry
PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL
POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG
MILITARY BASES: CHINA LAKE NAVAL RESERVE,
VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,
FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP
LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE
BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT
UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:
$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND
COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 68.75 33.20
OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING &
HOISTING: GROUP 10- Crane operator (over 50 tons
and up to and including 100 tons mrc); Derrick
barge operator (over 50 tons up to and including
100 tons mrc); Hoist operator, stiff legs, Guy
derrick or similar type (over 50 tons up to and
including 100 tons mrc), Mobile tower crane
operator (over 50 tons, up to and including 100
tons M.R.C.) PREMIUM PAY: $10.00 PER HOUR SHALL
BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE
FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE,
VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,
FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP
LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE
BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT
UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:
$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND
COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE

CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.75 33.20
OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING &
HOISTING: GROUP 9 Crane operator (over 25 tons and
up to and including 50 tons mrc); Derrick barge
operator (over 25 tons up to and including 50 tons
mrc); Highline cableway operator; Hoist operator,
stiff legs, Guy derrick or similar type (over 25
tons up to and including 50 tons mrc); K-crane
operator; Polar crane operator; Self erecting tower
crane operator maximum lifting capacity ten tons
PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL
POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG
MILITARY BASES: CHINA LAKE NAVAL RESERVE,
VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,
FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP
LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE
BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT
UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:
$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND
COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.75 33.20
OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING &
HOISTING: GROUP 8 Crane operator (up to and
including 25 ton capacity); Crawler transporter
operator; Derrick barge operator (up to and
including 25 ton capacity); Hoist operator, stiff
legs, Guy derrick or similar type (up to and
including 25 ton capacity); Shovel, backhoe,
dragline, clamshell operator (over 7 cu. yds.,
M.R.C.) PREMIUM PAY: $10.00 PER HOUR SHALL BE
PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE
FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE,
VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,
FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP
LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE
BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT
UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:
$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND
COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.58 33.20
OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING &
HOISTING: GROUP 7 PEDESTAL CRANE OPERATOR; SHOVEL,
BACKHOE, DRAGLINE, CLAMSHELL OPERATOR (OVER 5 CU.
YDS. MRC); TOWER CRANE REPAIR; TUGGER HOIST
OPERATOR (3 DRUM) PREMIUM PAY: $10.00 PER HOUR
SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK
ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL
RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY
NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE,
MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29

PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.41 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 6 Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.29 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 5 HYDRAULIC BOOM TRUCK; STINGER CRANE (AUSTIN-WESTERN OR SIMILAR TYPE); TUGGER HOIST OPERATOR (1 DRUM) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.18 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 4- Bridge-type unloader and turntable operator; Helicopter hoist operator PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP

LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 65.96 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 3- A-frame or winch truck operator; Ross carrier operator (jobsite) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 65.82 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 2- Truck crane oiler PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 65.53 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 1- Engineer oiler; Fork lift operator (includes loed, lull or similar types) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.
.....$ 64.75 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 25- CONCRETE PUMP OPERATOR-TRUCK MOUNTED;

RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR TYPE, OVER 50 CU. YDS. STRUCK); SPYDER EXCAVATOR OPERATOR, WITH ALL ATTACHMENTS PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR. $ 68.08 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 24- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (SINGLE ENGINE, OVER 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.91 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 23- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. AND UP TO AND INCLUDING 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING WITH THE TANDEM PUSH-PULL SYSTEM (MULTIPLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE

BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.79 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 22- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.68 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 21- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR TYPE, OVER 50 CU. YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.58 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 2-0 RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, OVER 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS, AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE

NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.41 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 19- ROTEX CONCRETE BELT OPERATOR (OR SIMILAR TYPES); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS.AND UP TO AND INCLUDING 50 CU. YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - MULTIPLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.29 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 18- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.18 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 17- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 50 CU. YDS. STRUCK); TANDEM TRACTOR OPERATOR (OPERATING CRAWLER TYPE TRACTORS IN TANDEM - QUAD 9 AND SIMILAR TYPE) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 67.08 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 16- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (SINGLE ENGINE, OVER 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.91 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 15- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. AND UP TO AND INCLUDING 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (MULTIPLE ENGINE-UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO

ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.79 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 14- CANAL LINER OPERATOR; CANAL TRIMMER OPERATOR; REMOTE- CONTROL EARTH-MOVING EQUIPMENT OPERATOR (OPERATING A SECOND PIECE OF EQUIPMENT: $1.00 PER HOUR ADDITIONAL); WHEEL EXCAVATOR OPERATOR (OVER 750 CU. YDS.) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.71 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 13- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.68 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 12- AUTO GRADER OPERATOR; AUTOMATIC SLIP FORM OPERATOR; DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD, AUGER 200 CA OR SIMILAR TYPES - WATSON, AUGER 6000 OR SIMILAR TYPES - HUGHES SUPER DUTY, AUGER 200 OR SIMILAR TYPES - DRILLING DEPTH OF 175' MAXIMUM); HOE RAM OR SIMILAR WITH COMPRESSOR; MASS EXCAVATOR OPERATOR LESS THA 750 CU. YARDS; MECHANICAL FINISHING MACHINE OPERATOR; MOBILE FORM TRAVELER OPERATOR; MOTOR PATROL OPERATOR (MULTI-ENGINE); PIPE MOBILE MACHINE OPERATOR; RUBBER-TIRED EARTH- MOVING EQUIPMENT

OPERATOR (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR TYPE, OVER 50 CU. YDS. STRUCK); RUBBER-TIRED SELF- LOADING SCRAPER OPERATOR (PADDLE-WHEEL-AUGER TYPE SELF-LOADING - TWO (2) OR MORE UNITS) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.58 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 10- DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD 200 B BUCKET OR SIMILAR TYPES-WATSON 3000 OR 5000 AUGER OR SIMILAR TYPES-TEXOMA 900 AUGER OR SIMILAR TYPES-DRILLING DEPTH OF 105' MAXIMUM); DUAL DRUM MIXER, DYNAMIC COMPACTOR LDC350 (OR SIMILAR TYPES); MONORAIL LOCOMOTIVE OPERATOR (DIESEL, GAS OR ELECTRIC); MOTOR PATROL-BLADE OPERATOR (SINGLE ENGINE); MULTIPLE ENGINE TRACTOR OPERATOR (EUCLID AND SIMILAR TYPE-EXCEPT QUAD 9 CAT.); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR (SINGLE ENGINE, OVER 50 YDS. STRUCK); PNEUMATIC PIPE RAMMING TOOL AND SIMILAR TYPES; PRESTRESSED WRAPPING MACHINE OPERATOR; RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR (SINGLE ENGINE, OVER 50 YDS. STRUCK); RUBBER TIRED EARTH MOVING EQUIPMENT OPERATOR (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR OVER 25 YDS. AND UP TO 50 YDS. STRUCK), TOWER CRANE REPAIRMAN; TRACTOR LOADER OPERATOR (CRAWLER AND WHEEL TYPE OVER 6-1/2 YDS.); WOODS MIXER OPERATOR (AND SIMILAR PUGMILL EQUIPMENT) PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.41 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 8- ASPHALT OR CONCRETE SPREADING OPERATOR (TAMPING OR FINISHING); ASPHALT PAVING MACHINE OPERATOR

(BARBER GREENE OR SIMILAR TYPE); ASPHALT-RUBBER DISTRIBUTION OPERATOR; BACKHOE OPERATOR (UP TO AND INCLUDING 3/4 YD.), SMALL FORD, CASE OR SIMILAR TYPES; CABLE BUNDLING MACHINE OPERATOR (EXCLUDING HANDHELD); CABLE TRENCHING MACHINE OPERATOR (SPIDER PLOW OR SIMILAR TYPES) CAST-IN-PLACE PIPE LAYING MACHINE OPERATOR; COMBINATION MIXER AND COMPRESSOR OPERATOR (GUNITE WORK); COMPACTOR OPERATOR (SELF-PROPELLED); CONCRETE MIXER OPERATOR (PAVING); CRUSHING PLANT OPERATOR; DRILL DOCTOR; DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD 150 BUCKET OR SIMILAR TYPES - WATSON 1500, 2000 2500 AUGER OR SIMILAR TYPES - TEXOMA 700, 800 AUGER OR SIMILAR TYPES - DRILLING DEPTH OF 60' MAXIMUM); ELEVATING GRADER OPERATOR; GRADE CHECKER; GRADALL OPERATOR; GROUTING MACHINE OPERATOR; HEAVY-DUTY REPAIRMAN; HEAVY EQUIPMENT ROBOTICS OPERATOR; KALAMAZOO BALLISTE REGULATOR OR SIMILAR TYPE; KOLMAN BELT LOADER AND SIMILAR TYPE; LE TOURNEAU BLOB COMPACTOR OR SIMILAR TYPE; LOADER OPERATOR (ATHEY, EUCLID, SIERRA AND SIMILAR TYPES); MOBARK CHIPPER OR SIMILAR; OZZIE PADDER OR SIMILAR TYPES; P.C. SLOT SAW; PNEUMATIC CONCRETE PLACING MACHINE OPERATOR (HACKLEY-PRESSWELL OR SIMILAR TYPE); PUMPCRETE GUN OPERATOR; RCM CEMENTING UNIT OPERATOR, RAIL/SWITCH GRINDER OPERATOR (HARSCO OR SIMILAR TYPES) ROCK DRILL OR SIMILAR TYPES; ROTARY DRILL OPERATOR (EXCLUDING CAISSON TYPE); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR (SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. UP TO AND INCLUDING 50 CU. YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR (MULTIPLE ENGINE UP TO AND INCLUDING 25 YDS. STRUCK); RUBBER-TIRED SCRAPER OPERATOR (SELF-LOADING PADDLE WHEEL TYPE-JOHN DEERE, 1040 AND SIMILAR SINGLE UNIT); SELF- PROPELLED CURB AND GUTTER MACHINE OPERATOR; SHUTTLE BUGGY; SKIPLOADER OPERATOR (CRAWLER AND WHEEL TYPE OVER 1-1/2 YDS. UP TO AND INCLUDING 6-1/2 YDS.); SOIL REMEDIATION PLANT OPERATOR; SURFACE HEATERS AND PLANER OPERATOR; TRACTOR COMPRESSOR DRILL COMBINATION OPERATOR; TRACTOR OPERATOR (ANY TYPE LARGER THAN D-5 - 100 FLYWHEEL H.P. AND OVER, OR SIMILAR-BULLDOZER, TAMPER, SCRAPER AND PUSH TRACTOR SINGLE ENGINE); TRACTOR OPERATOR (BOOM ATTACHMENTS), TRAVELING PIPE WRAPPING, CLEANING AND BENDNG MACHINE OPERATOR; TRENCHING MACHINE OPERATOR (OVER 6 FT. DEPTH CAPACITY, MANUFACTURER'S RATING); TRENCHING MACHINE WITH ROAD MINER ATTACHMENT (OVER

6 FT DEPTH CAPACITY): ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM MECHANIC; WATER PULL (COMPACTION) OPERATOR PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.29 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 6- ARTICULATING MATERIAL HAULER; ASPHALT PLANT ENGINEER; BATCH PLANT OPERATOR; BIT SHARPENER; CONCRETE JOINT MACHINE OPERATOR (CANAL AND SIMILAR TYPE); CONCRETE PLANER OPERATOR; DANDY DIGGER; DECK ENGINE OPERATOR; DERRICKMAN (OILFIELD TYPE); DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD 100 BUCKET OR SIMILAR TYPES - WATSON 1000 AUGER OR SIMILAR TYPES - TEXOMA 330, 500 OR 600 AUGER OR SIMILAR TYPES - DRILLING DEPTH OF 45' MAXIMUM); DRILLING MACHINE OPERATOR; HYDROGRAPHIC SEEDER MACHINE OPERATOR (STRAW, PULP OR SEED), JACKSON TRACK MAINTAINER, OR SIMILAR TYPE; KALAMAZOO SWITCH TAMPER, OR SIMILAR TYPE; MACHINE TOOL OPERATOR; MAGINNIS INTERNAL FULL SLAB VIBRATOR, MECHANICAL BERM, CURB OR GUTTER(CONCRETE OR ASPHALT); MECHANICAL FINISHER OPERATOR (CONCRETE, CLARY-JOHNSON-BIDWELL OR SIMILAR); MICRO TUNNEL SYSTEM (BELOW GROUND); PAVEMENT BREAKER OPERATOR (TRUCK MOUNTED); ROAD OIL MIXING MACHINE OPERATOR; ROLLER OPERATOR (ASPHALT OR FINISH), RUBBER-TIRED EARTH MOVING EQUIPMENT (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK); SELF-PROPELLED TAR PIPELINING MACHINE OPERATOR; SKIPLOADER OPERATOR (CRAWLER AND WHEEL TYPE, OVER 3/4 YD. AND UP TO AND INCLUDING 1-1/2 YDS.); SLIP FORM PUMP OPERATOR (POWER DRIVEN HYDRAULIC LIFTING DEVICE FOR CONCRETE FORMS); TRACTOR OPERATOR-BULLDOZER, TAMPER-SCRAPER (SINGLE ENGINE, UP TO 100 H.P. FLYWHEEL AND SIMILAR TYPES, UP TO AND INCLUDING D-5 AND SIMILAR TYPES); TUGGER HOIST OPERATOR (1 DRUM); ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR; VACUUM BLASTING MACHINE OPERATOR PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB,

POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 66.18 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 4- ASPHALT PLANT FIREMAN; BACKHOE OPERATOR (MINI-MAX OR SIMILAR TYPE); BORING MACHINE OPERATOR; BOXMAN OR MIXERMAN (ASPHALT OR CONCRETE); CHIP SPREADING MACHINE OPERATOR; CONCRETE CLEANING DECONTAMINATION MACHINE OPERATOR; CONCRETE PUMP OPERATOR (SMALL PORTABLE);DIRECT PUSH OPERATOR (GEOPROBE OR SIMILAR TYPES) DRILLING MACHINE OPERATOR, SMALL AUGER TYPES (TEXOMA SUPER ECONOMATIC OR SIMILAR TYPES - HUGHES 100 OR 200 OR SIMILAR TYPES - DRILLING DEPTH OF 30' MAXIMUM); EQUIPMENT GREASER (GREASE TRUCK); GUARD RAIL POST DRIVER OPERATOR; HIGHLINE CABLEWAY SIGNALMAN; HYDRA-HAMMER-AERO STOMPER; MICRO TUNNELING (ABOVE GROUND TUNNEL); POWER CONCRETE CURING MACHINE OPERATOR; POWER CONCRETE SAW OPERATOR; POWER-DRIVEN JUMBO FORM SETTER OPERATOR; POWER SWEEPER OPERATOR; ROCK WHEEL SAW/TRENCHER; ROLLER OPERATOR (COMPACTING); SCREED OPERATOR (ASPHALT OR CONCRETE); TRENCHING MACHINE OPERATOR (UP TO 6 FT.); VACUUM OR MUCH TRUCK PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 65.96 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 3- ASPHALT-RUBBER BLEND OPERATOR; BOBCAT OR SIMILAR TYPE (SKID STEER); EQUIPMENT GREASER (RACK); FORD FERGUSON (WITH DRAGTYPE ATTACHMENTS); HELICOPTER RADIOMAN (GROUND); STATIONARY PIPE WRAPPING AND CLEANING MACHINE OPERATOR PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE

BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 64.67 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 2- ASPHALT-RUBBER PLANT OPERATOR (NURSE TANK OPERATOR);COIL TUBING RIG OPERATOR, CONCRETE MIXER OPERATOR-SKIP TYPE; CONVEYOR OPERATOR; FIREMAN; FORKLIFT OPERATOR (INCLUDES LOED, LULL OR SIMILAR TYPES OVER 5 TONS; HYDROSTATIC PUMP OPERATOR; OILER CRUSHER (ASPHALT OR CONCRETE PLANT); PETROMAT LAYDOWN MACHINE; PJU SIDE DUM JACK; SCREENING AND CONVEYOR MACHINE OPERATOR (OR SIMILAR TYPES); SKIPLOADER (WHEEL TYPE UP TO 3/4 YD. WITHOUT ATTACHMENT); TAR POT FIREMAN; TEMPORARY HEATING PLANT OPERATOR; TRENCHING MACHINE OILER PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 64.18 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 1- BARGEMAN; BRAKEMAN; COMPRESSOR OPERATOR; DITCH WITCH, WITH SEAT OR SIMILAR TYPE EQUIPMENT; ELEVATOR OPERATOR-INSIDE; ENGINEER OILER; FORKLIFT OPERATOR (INCLUDES LOED, LULL OR SIMILAR TYPES UNDER 5 TONS; GENERATOR OPERATOR; GENERATOR, PUMP OR COMPRESSOR PLANT OPERATOR; PUMP OPERATOR; SIGNALMAN; SWITCHMAN PREMIUM PAY: $10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: $2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....$ 63.40 33.20

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER (ORNAMENTAL, REINFORCING AND STRUCTURAL)	$ 50.70	35.15
IRONWORKER (FENCE ERECTOR)	$ 45.78	26.51

LABO0300-001 11/01/2025

	Rates	Fringes
BRICK TENDER	$ 42.60	22.13

LABO0300-003 07/01/2025

	Rates	Fringes
LABORER, TUNNEL: GROUP 4: DIAMOND DRILLER; SANDBLASTER; SHAFT AND RAISE WORK	$ 55.07	25.74
LABORER, TUNNEL: GROUP 3: BLASTER, DRILLER, POWDER PERSON; CHEMICAL GROUT JET PERSON; CHERRY PICKER PERSON; GROUT GUN PERSON; GROUT MIXER PERSON; GROUT PUMP PERSON; JACKLEG MINER; JUMBO PERSON; KEMPER AND OTHER PNEUMATIC CONCRETE PLACER OPERATOR; MINER, TUNNEL (HAND OR MACHINE); NOZZLE PERSON; OPERATING OF TROWELING AND/OR GROUTING MACHINES; POWDER PERSON (PRIMER HOUSE); PRIMER PERSON; SANDBLASTER; SHOTCRETE PERSON; STEEL FORM RAISER AND SETTER; TIMBER PERSON, RETIMBER PERSON, WOOD OR STEEL; TUNNEL CONCRETE FINISHER	$ 54.38	25.74
LABORER, TUNNEL: GROUP 2: CHUCKTENDER, CABLETENDER; LOADING AND UNLOADING AGITATOR CARS;; VIBRATOR PERSON, JACK HAMMER, PNEUMATIC TOOLS (EXCEPT DRILLER); BULL GANG MUCKER, TRACK PERSON; CONCRETE CREW, INCLUDING RODDER AND SPREADER	$ 53.92	25.74
LABORER, TUNNEL: GROUP 1: BATCH PLANT LABORER; CHANGEHOUSE PERSON; DUMP PERSON; DUMP PERSON (OUTSIDE); SWAMPER (BRAKE PERSON AND SWITCH PERSON ON TUNNEL WORK); TUNNEL MATERIALS HANDLING PERSON; NIPPER; POT TENDER, USING MASTIC OR OTHER MATERIALS (FOR EXAMPLE, BUT NOT BY WAY OF LIMITATION, SHOTCRETE, ETC.)	$ 53.60	25.74
LABORER GROUP 5: BLASTER POWDER, ALL WORK OF LOADING HOLES, PLACING AND BLASTING OF ALL POWDER AND EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR SUCH LOADING AND PLACING; DRILLER: ALL POWER DRILLS, EXCLUDING JACKHAMMER, WHETHER CORE, DIAMOND, WAGON, TRACK, MULTIPLE UNIT, AND ANY AND ALL OTHER TYPES OF MECHANICAL DRILLS WITHOUT REGARD TO THE FORM OF MOTIVE POWER; TOXIC WASTE REMOVAL	$ 49.48	25.95
LABORER GROUP 4: ASPHALT RAKER, LUTE PERSON, IRONER, ASPHALT DUMP PERSON, AND ASPHALT SPREADER		

BOXES (ALL TYPES); CONCRETE CORE CUTTER (WALLS, FLOORS OR CEILINGS), GRINDER OR SANDER; CONCRETE SAW PERSON, CUTTING WALLS OR FLAT WORK, SCORING OLD OR NEW CONCRETE; CRIBBER, SHORER, LAGGING, SHEETING AND TRENCH BRACING, HAND-GUIDED LAGGING HAMMER; HEAD ROCK SLINGER; LABORER, ASPHALT- RUBBER DISTRIBUTOR BOOT PERSON; LASER BEAM IN CONNECTION WITH LABORERS' WORK; OVERSIZE CONCRETE VIBRATOR OPERATOR, 70 LBS. AND OVER; PIPELAYER PERFORMING ALL SERVICES IN THE LAYING AND INSTALLATION OF PIPE FROM THE POINT OF RECEIVING PIPE IN THE DITCH UNTIL COMPLETION OF OPERATION, INCLUDING ANY AND ALL FORMS OF TUBULAR MATERIAL, WHETHER PIPE, METALLIC OR NON-METALLIC, CONDUIT AND ANY OTHER STATIONARY TYPE OF TUBULAR DEVICE USED FOR THE CONVEYING OF ANY SUBSTANCE OR ELEMENT, WHETHER WATER, SEWAGE, SOLID GAS, AIR, OR OTHER PRODUCT WHATSOEVER AND WITHOUT REGARD TO THE NATURE OF MATERIAL FROM WHICH THE TUBULAR MATERIAL IS FABRICATED; NO-JOINT PIPE AND STRIPPING OF SAME; PREFABRICATED MANHOLE INSTALLER; SANDBLASTER (NOZZLE PERSON), WATER BLASTING, PORTA SHOT-BLAST.....$ 49.13 25.95

LABORER GROUP 3: BUGGYMOBILE PERSON; CONCRETE CUTTING TORCH; CONCRETE PILE CUTTER; DRILLER, JACKHAMMER, 2-1/2 FT. DRILL STEEL OR LONGER; DRI-PAK-IT MACHINE; GAS, OIL AND/OR WATER PIPELINE WRAPPER, 6-IN. PIPE AND OVER, BY ANY METHOD, INSIDE AND OUT; HIGH SCALER (INCLUDING DRILLING OF SAME); HYDRO SEEDER AND SIMILAR TYPE; IMPACT WRENCH MULTI-PLATE; KETTLE PERSON, POT PERSON AND WORKERS APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME CAUSTIC AND SIMILAR TYPE MATERIALS (""APPLYING"" MEANS APPLYING, DIPPING, BRUSHING OR HANDLING OF SUCH MATERIALS FOR PIPE WRAPPING AND WATERPROOFING); OPERATOR OF PNEUMATIC, GAS, ELECTRIC TOOLS, VIBRATING MACHINE, PAVEMENT BREAKER, AIR BLASTING, COME-ALONGS, AND SIMILAR MECHANICAL TOOLS NOT SEPARATELY CLASSIFIED HEREIN; PIPELAYER'S BACKUP PERSON, COATING, GROUTING, MAKING OF JOINTS, SEALING, CAULKING, DIAPERING AND INCLUDING RUBBER GASKET JOINTS, POINTING AND ANY AND ALL OTHER SERVICES; ROCK SLINGER; ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; STEEL HEADERBOARD AND GUIDELINE SETTER; TAMPER, BARKO, WACKER AND SIMILAR TYPE; TRENCHING MACHINE, HAND-PROPELLED.....$ 47.58 25.95

LABORER GROUP 2: ASPHALT SHOVELER; CEMENT DUMPER (ON 1 YD. OR LARGER MIXER AND HANDLING BULK CEMENT); CESSPOOL DIGGER AND INSTALLER; CHUCKTENDER; CHUTE HANDLER, POURING CONCRETE, THE

HANDLING OF THE CHUTE FROM READYMIX TRUCKS, SUCH AS WALLS, SLABS, DECKS, FLOORS, FOUNDATION, FOOTINGS, CURBS, GUTTERS AND SIDEWALKS; CONCRETE CURER, IMPERVIOUS MEMBRANE AND FORM OILER; CUTTING TORCH OPERATOR (DEMOLITION); FINE GRADER, HIGHWAYS AND STREET PAVING, AIRPORT, RUNWAYS AND SIMILAR TYPE HEAVY CONSTRUCTION; GAS, OIL AND/OR WATER PIPELINE WRAPPER - POT TENDER AND FORM PERSON; GUINEA CHASER; HEADERBOARD PERSON - ASPHALT; LABORER, PACKING ROD STEEL AND PANS; MEMBRANE VAPOR BARRIER INSTALLER; POWER BROOM SWEEPER (SMALL); RIPRAP STONEPAVER, PLACING STONE OR WET SACKED CONCRETE; ROTO SCRAPER AND TILLER; SANDBLASTER (POT TENDER); SEPTIC TANK DIGGER AND INSTALLER(LEAD); TANK SCALER AND CLEANER; TREE CLIMBER, FALLER, CHAIN SAW OPERATOR, PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDER; UNDERGROUND LABORER, INCLUDING CAISSON BELLOWER.....$ 47.03 25.95

LABORER GROUP 1: CLEANING AND HANDLING OF PANEL FORMS; CONCRETE SCREEDING FOR ROUGH STRIKE-OFF; CONCRETE, WATER CURING; DEMOLITION LABORER, THE CLEANING OF BRICK IF PERFORMED BY A WORKER PERFORMING ANY OTHER PHASE OF DEMOLITION WORK, AND THE CLEANING OF LUMBER; FIRE WATCHER, LIMBER, BRUSH LOADER, PILER AND DEBRIS HANDLER; FLAG PERSON; GAS, OIL AND/OR WATER PIPELINE LABORER; LABORER, ASPHALT-RUBBER MATERIAL LOADER; LABORER, GENERAL OR CONSTRUCTION; LABORER, GENERAL CLEAN-UP; LABORER, LANDSCAPING; LABORER, JETTING; LABORER, TEMPORARY WATER AND AIR LINES; MATERIAL HOSE OPERATOR (WALLS, SLABS, FLOORS AND DECKS); PLUGGING, FILLING OF SHEE BOLT HOLES; DRY PACKING OF CONCRETE; RAILROAD MAINTENANCE, REPAIR TRACK PERSON AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS; RIGGING AND SIGNALING; SCALER; SLIP FORM RAISER; TAR AND MORTAR; TOOL CRIB OR TOOL HOUSE LABORER; TRAFFIC CONTROL BY ANY METHOD; WINDOW CLEANER; WIRE MESH PULLING - ALL CONCRETE POURING OPERATIONS.....$ 46.48 25.95

LABO0300-005 07/01/2025

	Rates	Fringes
ASBESTOS REMOVAL LABORER SCOPE OF WORK: INCLUDES SITE MOBILIZATION, INITIAL SITE CLEANUP, SITE PREPARATION, REMOVAL OF ASBESTOS-CONTAINING MATERIAL AND TOXIC WASTE, ENCAPSULATION, ENCLOSURE AND DISPOSAL OF ASBESTOS- CONTAINING MATERIALS AND TOXIC WASTE BY HAND OR WITH EQUIPMENT OR MACHINERY; SCAFFOLDING, FABRICATION OF TEMPORARY WOODEN BARRIERS AND ASSEMBLY OF DECONTAMINATION STATIONS...	$ 46.48	25.93

LABO0345-001 07/01/2025

	Rates	Fringes
LABORER, GUNITE: GROUP 3 REBOUNDMEN FOOTNOTE: GUNITE PREMIUM PAY: WORKERS WORKING FROM A BOSN'N'S CHAIR OR SUSPENDED FROM A ROPE OR CABLE SHALL RECEIVE 40 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES. WORKERS DOING GUNITE AND/OR SHOTCRETE WORK IN A TUNNEL SHALL RECEIVE 35 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES, PAID ON A PORTAL-TO-PORTAL BASIS. ANY WORK PERFORMED ON, IN OR ABOVE ANY SMOKE STACK, SILO, STORAGE ELEVATOR OR SIMILAR TYPE OF STRUCTURE, WHEN SUCH STRUCTURE IS IN EXCESS OF 75'-0"" ABOVE BASE LEVEL AND WHICH WORK MUST BE PERFORMED IN WHOLE OR IN PART MORE THAN 75'-0"" ABOVE BASE LEVEL, THAT WORK PERFORMED ABOVE THE 75'-0"" LEVEL SHALL BE COMPENSATED FOR AT 35 CENTS PER HOUR ABOVE THE APPLICABLE CLASSIFICATION WAGE RATE	$ 51.39	23.77
LABORER, GUNITE: GROUP 2 GUNMEN FOOTNOTE: GUNITE PREMIUM PAY: WORKERS WORKING FROM A BOSN'N'S CHAIR OR SUSPENDED FROM A ROPE OR CABLE SHALL RECEIVE 40 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES. WORKERS DOING GUNITE AND/OR SHOTCRETE WORK IN A TUNNEL SHALL RECEIVE 35 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES, PAID ON A PORTAL-TO-PORTAL BASIS. ANY WORK PERFORMED ON, IN OR ABOVE ANY SMOKE STACK, SILO, STORAGE ELEVATOR OR SIMILAR TYPE OF STRUCTURE, WHEN SUCH STRUCTURE IS IN EXCESS OF 75'-0"" ABOVE BASE LEVEL AND WHICH WORK MUST BE PERFORMED IN WHOLE OR IN PART MORE THAN 75'-0"" ABOVE BASE LEVEL, THAT WORK PERFORMED ABOVE THE 75'-0"" LEVEL SHALL BE COMPENSATED FOR AT 35 CENTS PER HOUR ABOVE THE APPLICABLE CLASSIFICATION WAGE RATE	$ 54.93	23.77
LABORER, GUNITE: GROUP 1 RODMEN, NOZZLEMEN FOOTNOTE: GUNITE PREMIUM PAY: WORKERS WORKING FROM A BOSN'N'S CHAIR OR SUSPENDED FROM A ROPE OR CABLE SHALL RECEIVE 40 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES. WORKERS DOING GUNITE AND/OR SHOTCRETE WORK IN A TUNNEL SHALL RECEIVE 35 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES, PAID ON A PORTAL-TO-PORTAL BASIS. ANY WORK PERFORMED ON, IN OR ABOVE ANY SMOKE STACK, SILO, STORAGE ELEVATOR OR SIMILAR TYPE OF STRUCTURE, WHEN SUCH STRUCTURE IS IN EXCESS OF 75'-0"" ABOVE BASE LEVEL AND WHICH		

WORK MUST BE PERFORMED IN WHOLE OR IN PART MORE
THAN 75'-0"" ABOVE BASE LEVEL, THAT WORK PERFORMED
ABOVE THE 75'-0"" LEVEL SHALL BE COMPENSATED FOR AT
35 CENTS PER HOUR ABOVE THE APPLICABLE
CLASSIFICATION WAGE RATE.....$ 55.88 23.77

LABO1184-001 07/01/2025

	Rates	Fringes
LABORERS:, STRIPING/SLURRY SEAL: GROUP 4 STRIPER: LAYOUT AND APPLICATION OF TRAFFIC STRIPES AND MARKINGS; HOT THERMO PLASTIC; TAPE TRAFFIC STRIPES AND MARKINGS, INCLUDING TRAFFIC CONTROL; OPERATION OF ALL RELATED MACHINERY AND EQUIPMENT.....	$ 54.35	23.97
LABORERS:, STRIPING/SLURRY SEAL: GROUP 3 TRAFFIC DELINEATING DEVICE APPLICATOR: LAYOUT AND APPLICATION OF PAVEMENT MARKERS, DELINEATING SIGNS, RUMBLE AND TRAFFIC BARS, ADHESIVES, GUIDE MARKERS, OTHER TRAFFIC DELINEATING DEVICES INCLUDING TRAFFIC CONTROL. THIS CATEGORY INCLUDES ALL TRAFFIC RELATED SURFACE PREPARATION (SANDBLASTING, WATERBLASTING, GRINDING) AS PART OF THE APPLICATION PROCESS. TRAFFIC PROTECTIVE DELINEATING SYSTEM INSTALLER: REMOVES, RELOCATES, INSTALLS, PERMANENTLY AFFIXED ROADSIDE AND PARKING DELINEATION BARRICADES, FENCING, CABLE ANCHOR, GUARD RAIL, REFERENCE SIGNS, MONUMENT MARKERS; OPERATION OF ALL RELATED MACHINERY AND EQUIPMENT; POWER BROOM SWEEPER.....	$ 52.61	23.97
LABORERS:, STRIPING/SLURRY SEAL: GROUP 2 TRAFFIC SURFACE ABRASIVE BLASTER; POT TENDER - REMOVAL OF ALL TRAFFIC LINES AND MARKINGS BY ANY METHOD (SANDBLASTING, WATERBLASTING, GRINDING, ETC.) AND PREPARATION OF SURFACE FOR COATINGS. TRAFFIC CONTROL PERSON: CONTROLLING AND DIRECTING TRAFFIC THROUGH BOTH CONVENTIONAL AND MOVING LANE CLOSURES; OPERATION OF ALL RELATED MACHINERY AND EQUIPMENT....	$ 50.60	23.97
LABORERS:, STRIPING/SLURRY SEAL: GROUP 1 PROTECTIVE COATING, PAVEMENT SEALING, INCLUDING REPAIR AND FILLING OF CRACKS BY ANY METHOD ON ANY SURFACE IN PARKING LOTS, GAME COURTS AND PLAYGROUNDS; CARSTOPS; OPERATION OF ALL RELATED MACHINERY AND EQUIPMENT; EQUIPMENT REPAIR TECHNICIAN.....	$ 49.30	23.97
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (4) ELECTRONIC TRACKING LOCATOR.....	$ 51.96	20.86
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (3) HORIZONTAL DIRECTIONAL DRILL OPERATOR.....	$ 49.96	20.86
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (2) VEHICLE OPERATOR/HAULER.....	$ 48.11	20.86
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (1) DRILLING CREW LABORER.....	$ 47.94	20.86

LABO1414-001 08/06/2025

	Rates	Fringes
LABORER: PLASTER TENDER WORK ON A SWING STAGE SCAFFOLD: $1.00 PER HOUR ADDITIONAL	$ 48.72	25.97
LABORER: PLASTER CLEAN-UP LABORER WORK ON A SWING STAGE SCAFFOLD: $1.00 PER HOUR ADDITIONAL	$ 46.17	25.97

PAIN0036-001 07/01/2023

	Rates	Fringes
PAINTERS: INCLUDING LEAD ABATEMENT: (2) ALL OTHER WORK	$ 38.52	18.64

PAIN0036-006 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER (REMAINDER OF LOS ANGELES COUNTY)	$ 49.33	26.82
DRYWALL FINISHER/TAPER (ANTELOPE VALLEY NORTH OF THE FOLLOWING BOUNDARY: KERN COUNTY LINE TO HWY. #5, SOUTH ON HWY. #5 TO HWY. N2, EAST ON N2 TO PALMDALE BLVD., TO HWY. #14, SOUTH TO HWY. #18, EAST TO HWY. #395)	$ 45.20	26.82

PAIN0036-015 01/01/2025

	Rates	Fringes
GLAZIER FOOTNOTE: ADDITIONAL $1.25 PER HOUR FOR WORK IN A CONDOR, FROM THE THIRD (3RD) FLOOR AND UP ADDITIONAL $1.25 PER HOUR FOR WORK ON THE OUTSIDE OF THE BUILDING FROM A SWING STAGE OR ANY SUSPENDED CONTRIVANCE, FROM THE GROUND UP	$ 53.05	30.64

PAIN1247-002 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER	$ 45.15	19.43

PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER	$ 47.37	19.64

PLAS0500-002 07/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 47.70	27.07

PLUM0016-001 09/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER (WORK ONLY ON STRIP MALLS, LIGHT COMMERCIAL, TENANT IMPROVEMENT AND REMODEL WORK)	$ 44.29	24.16
PLUMBER/PIPEFITTER (ALL OTHER WORK EXCEPT WORK ON NEW ADDITIONS AND REMODELING OF BARS, RESTAURANT, STORES AND COMMERCIAL BUILDINGS NOT TO EXCEED 5,000 SQ. FT. OF FLOOR SPACE AND WORK ON STRIP MALLS, LIGHT COMMERCIAL, TENANT IMPROVEMENT AND REMODEL WORK)	$ 61.73	26.81
PLUMBER/PIPEFITTER (WORK ONLY ON NEW ADDITIONS AND REMODELING OF BARS, RESTAURANT, STORES AND COMMERCIAL BUILDINGS NOT TO EXCEED 5,000 SQ. FT. OF FLOOR SPACE)	$ 59.85	25.83

PLUM0345-001 09/01/2025

	Rates	Fringes
PLUMBER (SEWER & STORM DRAIN WORK)	$ 48.84	23.58
PLUMBER (LANDSCAPE/IRRIGATION FITTER)	$ 44.75	26.20

ROOF0036-002 08/01/2025

	Rates	Fringes
ROOFER FOOTNOTE: PITCH PREMIUM: WORK ON WHICH EMPLOYEES ARE EXPOSED TO PITCH FUMES OR REQUIRED TO HANDLE PITCH, PITCH BASE OR PITCH IMPREGNATED PRODUCTS, OR ANY MATERIAL CONTAINING COAL TAR PITCH, THE ENTIRE ROOFING CREW SHALL RECEIVE $1.75 PER HOUR ""PITCH PREMIUM"" PAY	$ 52.63	20.73

SFCA0669-013 01/01/2026

	Rates	Fringes
SPRINKLER FITTER (DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:)	$ 50.79	29.80

SFCA0709-005 09/01/2025

	Rates	Fringes
SPRINKLER FITTER: FIRE (THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:)	$ 58.60	33.65

SHEE0105-002 01/01/2025

	Rates	Fringes
SHEET METAL WORKER: (1) LIGHT COMMERCIAL: WORK ON GENERAL SHEET METAL AND HEATING AND AC UP TO 4000 SQ FT. (LOS ANGELES (SOUTH OF A STRAIGHT LINE BETWEEN GORMAN AND BIG PINES INCLUDING CATALINA ISLAND))	$ 35.57	10.63

SHEE0105-003 01/01/2025

	Rates	Fringes
SHEET METAL WORKER: (1) COMMERCIAL - NEW CONSTRUCTION AND REMODEL WORK (LOS ANGELES (SOUTH OF A STRAIGHT LINE DRAWN BETWEEN GORMAN AND BIG PINES)AND CATALINA ISLAND, INYO, KERN (NORTHEAST PART, EAST OF HWY 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES)	$ 59.31	30.43

SHEE0105-004 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (KERN (EXCLUDING PORTION EAST OF HWY 395) & LOS ANGELES (NORTH OF A STRAIGHT LINE DRAWN BETWEEN GORMAN AND BIG PINES INCLUDING CITIES OF LANCASTER AND PALMDALE) COUNTIES)	$ 45.98	29.24

TEAM0011-002 07/01/2025

	Rates	Fringes
TRUCK DRIVER GROUP 12 BOOM TRUCK 17K AND ABOVE WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB]	$ 44.05	35.69
TRUCK DRIVER GROUP 11 WATER PULL - TWIN ENGINE; WATER PULL - TWIN ENGINE WITH ATTACHMENTS; WINCH TRUCK DRIVER - $1.25 ADDITIONAL WHEN OPERATING WINCH OR SIMILAR SPECIAL ATTACHMENTS WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB]	$ 43.62	35.69
TRUCK DRIVER GROUP 10 DUMP TRUCK - 50 YDS. OR MORE WATER LEVEL; WATER PULL - SINGLE ENGINE WITH		

ATTACHMENT WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....$ 43.12 35.69

TRUCK DRIVER GROUP 9 TRUCK REPAIR PERSON/WELDER; LOW BED DRIVER, 9 AXLES OR OVER WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....$ 42.82 35.69

TRUCK DRIVER GROUP 8 DUMP TRUCK, 25 YDS. TO 49 YDS. WATER LEVEL; TRUCK REPAIR PERSON; WATER PULL - SINGLE ENGINE; WELDER WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....$ 42.62 35.69

TRUCK DRIVER GROUP 7.....$ 42.37 35.69

TRUCK DRIVER GROUP 6 TRANSIT MIX TRUCK, 3 YDS. OR MORE; DUMPCRETE TRUCK, 6-1/2 YDS. WATER LEVEL AND OVER; VEHICLE OR COMBINATION OF VEHICLES - 4 OR MORE AXLES; OIL SPREADER TRUCK; DUMP TRUCK, 16 YDS. TO 25 YDS. WATER LEVEL WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB]...$ 42.12 35.69

TRUCK DRIVER GROUP 5 WATER TRUCK, 3 OR MORE AXLES; TRUCK GREASER AND TIRE PERSON ($0.50 ADDITIONAL FOR TIRE PERSON); PIPELINE AND UTILITY WORKING TRUCK DRIVER, INCLUDING WINCH TRUCK AND PLASTIC FUSION, LIMITED TO PIPELINE AND UTILITY WORK; SLURRY TRUCK DRIVER WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....$ 42.09 35.69

TRUCK DRIVER GROUP 4 DRIVER OF TRANSIT MIX TRUCK,

UNDER 3 YDS.; DUMPCRETE TRUCK, LESS THAN 6-1/2 YDS. WATER LEVEL WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....$ 42.06 35.69

TRUCK DRIVER GROUP 3 DRIVER OF VEHICLE OR COMBINATION OF VEHICLES - 3 AXLES; BOOT PERSON; CEMENT MASON DISTRIBUTION TRUCK; FUEL TRUCK DRIVER; WATER TRUCK - 2 AXLE; DUMP TRUCK, LESS THAN 16 YDS. WATER LEVEL; EROSION CONTROL DRIVER WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....$ 41.87 35.69

TRUCK DRIVER GROUP 2 DRIVER OF VEHICLE OR COMBINATION OF VEHICLES - 2 AXLES; TRAFFIC CONTROL PILOT CAR EXCLUDING MOVING HEAVY EQUIPMENT PERMIT LOAD; TRUCK MOUNTED BROOM WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB]...$ 41.74 35.69

TRUCK DRIVER GROUP 1 TRUCK DRIVER WORK ON ALL MILITARY BASES: PREMIUM PAY: $3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....$ 41.59 35.69

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for

this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via

email to dba.reconsideration@dol.gov or by mail to:
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"