

Public Works Contract

Between

The City of Pomona

and

Gentry Brothers, Inc.

For

Street Rehabilitation – Districts 2 & 3 – Phase I

Federal No. STPL-5070(044)

Project Worktag: 67935

FD428 | CC2590 CIP

[Construction]

IFB No: 2026-08

(Updated 7/16/2024)

PUBLIC WORKS CONTRACT

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PUBLIC WORKS CONTRACT
Street Rehabilitation – Districts 2 & 3 – Phase I
Federal No. STPL-5070(044)
Project Worktag 67935
FD428 | CC2590 CIP [Construction]
IFB No: 2026-08

THIS CONTRACT ("Contract") is made and entered into on August 4th, 2026, in the County of Los Angeles, State of California, by and between the City of Pomona ("City") and **Gentry Brothers, Inc.** ("Contractor"). City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 4 below for the following Project(s):

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The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

The Work shall be commenced on the date stated in the City's Full Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **45 consecutive working days for all the base bid work and 20 consecutive working days for all the additive alternate work (if awarded)**, and if only a portion of the additive alternate work is awarded the allowed additive alternate working days will be prorated based on the dollar amount) beginning on the date stipulated in the written "Notice to Proceed" issued by the City Engineer. **All base bid work shall be completed prior to any Additive Alternate work being performed.**

ARTICLE 3. CONTRACT PRICE.

Sec. 3.1 Contract Price.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Eight Hundred Fifty-One Thousand and Fifty dollars (\$851,050.00)**.

Sec. 3.2 Payment Terms

Payment shall be made as set forth in the Section 7 of Special Provisions.

ARTICLE 4. COMPONENT PARTS OF THE CONTRACT.

The “Contract Documents” include the following:

- Purchasing Specifications
- Special Provisions
Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Statement of Non-Collusion by Contractor
- Agreement for Indemnification by Contractor and Acceptance and Acknowledgment of Procurement Practices of the City of Pomona
- Public Works Contract
- Performance Bond
- Payment (Labor and Materials) Bond
- Worker's Compensation/Employers Liability Endorsement
- General Liability Endorsement
- Automobile Liability Endorsement
- Special Provisions (or Special Conditions)
- Technical Specifications
- Green book Standard Specifications (Sections 1-9 Excluded, except as specifically referenced herein)
- Appendices A through I
- Addenda
- Approved and fully executed change orders
- All other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 5. PROVISIONS REQUIRED BY LAW.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project. Such laws, rules and regulations shall include, but not be limited to the following.

Sec. 5.1 Contractors License.

The Contractor shall possess a Type "A" California Contractor's license at the time of award of the Contract.

Sec. 5.2 Ineligible Contractor Prohibited.

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Contract.

Sec. 5.3 Unfair Business Practices Claims.

The Contractor or subcontractor offers and agrees to assign to the 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. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the parties. (California Public Contract Code Section 7103.5.).

Sec. 5.4 Trenches, Excavations and Unknown Conditions.

Pursuant to California Public Contract Code Section 7104, in the event the work included in this Contract requires excavations more than four (4) feet in depth, the following shall apply.

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of all: (1) material that Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 3 of the Special Provisions.

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

Sec. 5.5 Trench and Pipeline Safety.

If this Contract is for more than \$25,000 and involves excavation of any trench five feet or more in depth, the Contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be reviewed by the City, and if no exceptions are taken by the City the plan shall be deemed accepted by the City. In addition, the Contractor, in accordance with California Labor Code Sections 6500, 6501 and 6502, shall submit a Permit Application Form (see Appendix, Part 7 for sample of this document) to State of California, Department of Industrial Relation, Division of Occupational Safety & Health for a permit.

Sec. 5.6 Utility Relocation.

City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused

by Contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

Sec. 5.7 Third Party Claims Notification.

The City shall timely notify the Contractor in writing of any third party claims relating to the contract.

Sec. 5.8 State License Board Notice.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 6. INSURANCE, BONDS AND INDEMNIFICATION.

Insurance. All insurance issued in compliance with this section shall be issued in the form, and by an insurer or insurers, satisfactory to and first approved by the City in writing. Certificates of insurance in the amounts required shall be furnished by the Contractor to the City prior to the commencement of work. Refer to ACC Environmental Consultants specifications for additional requirements.

The Contractor shall maintain adequate workman's compensation insurance under the laws of the State of California for all labor employed by him or by any Subcontractor under him who may come within the protection of such workman's compensation insurance laws. At the time of execution of the Contract, the Contractor shall provide the certificate in substantially the following form: "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." (California Labor Code 1860-1861).

The Contractor shall maintain during the life of this Contract public liability and property damage insurance in which the City shall be named as an additional insured, and which shall protect the Contractor or any subcontractor performing work covered by the contract from claims for personal injury, including accidental death as well as for claims for personal damages and property damages which may arise from the operations under any contract entered into whether such operations shall be performed by the Contractor or any subcontractor, or by anyone directly or indirectly employed by any one of them. The City of Pomona and its elected or appointed officials, directors, officers, agents, employees, volunteers, or contractors shall be named as an "Additional Insured" under public liability and property damage insurance. The issuing insurance company must have A.M. Best rating no less than A-VII. All said insurance policies, as described in this section, shall provide that the same is non-cancelable except upon thirty (30) calendar days written notice to the City.

The limit of liability for such insurance shall be as follows:

1. General Liability:

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	Each Person	Each Occurrence	Aggregate
Bodily Injury	\$500,000	\$1,000,000	\$2,000,000
Property Damage	---	\$1,000,000	\$2,000,000

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

2. Automobile Liability

Any vehicle, combined single limit\$1,000,000

Bonds. The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor of all requirements under the contract and upon the payment of claims of material, men and laborers there-under. The Faithful Performance Bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The Faithful Performance Bond shall convert to a Warranty Bond in the amount of Fifty (50%) percent of the amount of the contract price plus all change orders, and shall cover warranty of the work and materials for a period of one year after the recordation of the Notice of Completion. The Labor and Material Bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. Both bonds shall be on forms provided by the City. At the time of submitting the Faithful Performance Bond and the Labor and Material bond the insurer shall submit to the City the following:

- (a) the original, or certified copy of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond; or
- (b) a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner; or
- (c) a certificate from the Los Angeles County Clerk stating that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; or
- (d) copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code, Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

Indemnity. Contractor hereby agrees to indemnify, including the cost to defend the City, and its officers, officials, agents, employees, and volunteers, from any and all losses, claims, liens, demands, liability, and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and other all expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its agents, subcontractor's or subcontractor's agents, in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or

independent contractors who are directly responsible to City, or arising from the active negligence of City.

ARTICLE 7. LABOR AND WAGE PROVISIONS.

Sec. 7.1 Prevailing Wages.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City Engineer's office or may be obtained online at <http://www.dir.ca.gov/dlsr> and which must be posted at the job site. The Contractor shall forfeit as a penalty to the City not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

Sec. 7.2 Apprentice Program.

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

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

Sec. 7.3 Legal Hours of Work and Overtime.

Pursuant to Labor Code Section 1810, et seq., eight hours of work is a legal days work, and hours worked in excess of that amount must be paid as overtime at a rate of not less than one and one-half time the basic rate of pay. The Contractor and subcontractors shall keep an accurate record showing the name and actual hours worked for each calendar day and week for each workman. The Contractor shall pay a penalty of \$25 per day for each violation of these wage provisions.

Sec. 7.4 Payroll Records.

(a) The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for compliance with its provisions by Contractor and his Subcontractors.

(b) In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on the specified interval and format prescribed by the Department of Industrial Relations, which may include electronic submission. Contractor shall comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(c) Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

(d) Each Contractor and Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

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

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

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

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

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

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

(h) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the contract or performing the contract shall

not be marked or obliterated.

(i) The Contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (b), including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

(j) The contractor shall have **10 days** in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the **10-day period**, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit **one hundred dollars (\$100.00)** for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

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

ARTICLE 8. COORDINATION OF WORK

Sec. 8.1 Representative of Contractor.

The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Name / Title:	<u>Jason Roeherborn, Vice President</u>
Company / Firm:	<u>Gentry Brothers, Inc.</u>
Address:	<u>384 E. Live Oak Avenue</u>
City/State/Zip:	<u>Irwindale, California 91706</u>
Phone/Email:	<u>626-357-9631 Ext. 115 – jason@gentrybrothers.net</u>

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Contract. Therefore, the foregoing principals shall be responsible during the term of this Contract for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Contract, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

Sec. 8.2 Contracting Officer.

The Contracting Officer shall be such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contracting Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contracting Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contracting Officer. The Contracting Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Contract.

Sec. 8.3 Prohibition Against Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Contract. Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

Sec. 8.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

Sec. 8.5 Identity of Persons Performing Work.

Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

ARTICLE 9. ENFORCEMENT OF CONTRACT

Sec. 9.1 California Law.

This Contract shall be construed and interpreted both as to validity and as to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Contract shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

Sec. 9.2 Disputes.

In the event either party fails to perform its obligations hereunder, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the non-defaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the non-defaulting party shall have the right, in addition to any other rights the non-defaulting party may have at law or in equity, to terminate this Contract. Compliance with the provisions of this Section 9.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

Sec. 9.3 Waiver.

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

Sec. 9.4 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Sec. 9.5 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Contract, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Contract.

Sec. 9.6 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Contract, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 9.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

Sec. 9.7 Termination for Convenience.

The City may terminate this Contract without cause for the convenience of the City upon giving contractor thirty (30) days prior written notice of termination of the Contract. Upon receipt of the notice of termination, the Contractor shall cease all further work pursuant to the Contract unless otherwise indicated in the notice. Upon such termination by the City, the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

- a) The contract value of the work completed to the City's satisfaction as solely determined by the City up to and including the termination date indicated in the notice of termination, less the amount of progress payments received by contractor.
- b) Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
- c) The cost of materials custom-made for this Contract which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
- d) All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Contract.

The provisions of this paragraph shall supersede any other provision of the Contract or any provision of any plans, specification, addendums or other documents which are or may become a part of this Contract. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Contract.

Sec. 9.8 Attorneys' Fees.

If either party to this Contract is required to initiate or defend or made a party to any action or proceeding in any way connected with this Contract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

Sec. 9.9 Legal Actions Against the City

In the event litigation is brought against the City concerning compliance by the City with State or Federal laws, rules or regulations applicable to highway work, the provisions of this section shall apply.

- a) If, pursuant to court order, the City prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specification unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.
- b) If, pursuant to court order (other than an order to show cause) the City is prohibited from requiring the Contractor to perform all or any portion of the work, the City may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.
- c) If the final judgment in the action prohibits the City from requiring the Contractor to perform all or any portion of the work, the City will either eliminate the enjoined work pursuant to Sections 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.
- d) Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(1) The City Engineer will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City Engineer, the Contractor shall:

- a. Stop all work under the contract, except that specifically directed to be completed prior to acceptance.
- b. Perform work the City Engineer deems necessary to secure the project for termination.
- c. Remove equipment and plan from the site of the work.
- d. Take such action as is necessary to protect materials from damage.
- e. Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City Engineer.
- f. Provide the City Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the City Engineer may request.
- g. Dispose of materials not yet used in the work as directed by City Engineer. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.
- h. Subject to the prior written approval of the City Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for

materials terminated hereunder. To the extent directed by the City Engineer, the Contractor shall assign to the City all the right title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

i. Furnish the City Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.

j. Take such other actions as the City Engineer may direct.

(2) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

a. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the City for use in the work and unused, shall terminate when the City Engineer certifies that such materials have been stored in the manner and at the locations he has directed.

b. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the City.

c. When the City Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he will recommend that the City Engineer formally accept the contract, and immediately upon and after such acceptance by the City Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the City Engineer.

(3) The total compensation to be paid to the Contractor shall be determined by the City Engineer on the basis of the following:

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

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

- b. A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the City Engineer that it is reasonably probable that he would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.
- c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City or otherwise disposed of as directed by the City Engineer
- d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.
- e. All records of the Contractor and his Subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the City at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.
- f. After acceptance of the work by the City Engineer, the City Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his opinion the amount thus paid, together with all amounts previously paid allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

ARTICLE 10. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

Sec. 10.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

Sec. 10.2 Conflict of Interest.

The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Sec. 10.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin,

or ancestry in the performance of this Agreement. To the extent required by law, Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

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

ARTICLE 11. MISCELLANEOUS PROVISIONS

Sec. 11.1 Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Pomona
 Public Works Department, Engineering Division
 City Hall, 505 S. Garey Ave., PO BOX 660
 Pomona, CA 91767
 Attention: City Engineer

To Contractor: Name, Title: Jason Roehrborn, Vice President

Company/Firm: Gentry Brothers, Inc.

Address: 384 E. Live Oak Avenue

City/State/ZC: Irwindale, California 91706

The above address of Contractor is designated as the place to which all notices, letters and other communications to the Contractor shall be mailed or delivered. The mailing to or delivering at the above-named place of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the City Engineer.

Sec. 11.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship

of this Agreement or any other rule of construction which might otherwise apply.

Sec. 11.3 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

Sec. 11.4 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

Sec. 11.5 Hiring of Undocumented Workers Prohibited

Contractor shall not hire or employ any person to perform work within the City of Pomona or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

Sec. 11.6 Corporate Authority

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

Sec. 11.7 Independent Contractor.

The Contractor is and shall at all times remain as to the City, a wholly independent contractor. Neither the City, nor any of its officers, employees or agents shall have control over the conduct of the Contractor or any of the Contractors' officers, employees or agents, except as herein set forth. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City, nor shall City officers, employees or agents be deemed the officers, employees, or agents of Contractor as a result of this Agreement.

Sec.11.8 Legal Responsibilities.

The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

Sec. 11.9 Sales And/or Taxes:

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

SIGNATURE PAGE TO

**PUBLIC WORKS CONTRACT
BY AND BETWEEN THE CITY OF POMONA AND GENTRY BROTHERS, INC.**

CITY OF POMONA CALIFORNIA

Contractor: Gentry Brothers, Inc.

By: _____

Anita D. Scott, Ed.D AICP
City Manager

By: _____


JASON ROTHBORN

Name

ATTEST: _____

Karla Shipman,
Acting City Clerk

VICE PRESIDENT
Title

Date: _____

7-14-26

Approved as to form: _____


City Attorney

(Use of City Bond Form is Required)

**FAITHFUL PERFORMANCE BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____ (as Principal) has entered into a contract dated _____, _____, (the "Contract") with the City of Pomona (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit: **Street Rehabilitation – Districts 2 & 3 – Phase I, Federal No. STPL-5070(044) [Construction]** and all appurtenant work in accordance with the plans and specifications for **Project Worktag 67935, FD428 I CC2590 , IFB # 2026-08**, which agreement requires the Principal to provide Obligee with this bond.]

NOW THEREFORE, we, _____ (as Principal) and _____ (as Surety) a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Pomona (as Obligee) in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its subcontractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

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

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Obligee, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the Obligee under the Contract and any

modification thereto, less any amount previously paid by the Obligee to the Principal and any other set offs pursuant to the Contract.

- iii. Permit the Obligee to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Principal by the Obligee under the Contract and any modification thereto, less any amount previously paid by the Obligee to the Principal and any other set offs pursuant to the Contract.

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

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

As 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 attorney's fees, incurred by the Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This document is signed by the respective parties on the dates next to their names.

PRINCIPAL

Signature: _____ Date: _____

Name and Title (Print): _____

SURETY

Signature: _____ Date: _____

Name and Title (Print): _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Bid Bond are true and correct, and that I have been duly authorized to sign this Bid Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

SURETY

Signature: _____ Date: _____

Name and Title (Print): _____

--OR--

State of California)
County of Los Angeles)

On _____, before me, _____ (here insert
name and title of the officer), personally
appeared _____, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

City Attorney

(Use of City Bond Form is Required)

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____ (as Principal) has entered into a contract dated _____, _____, (the "Contract") with the City of Pomona (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit: **Street Rehabilitation – Districts 2 & 3 – Phase I, Federal No. STPL-5070(044) [Construction]** and all appurtenant work in accordance with the plans and specifications for **Project Worktag 67935, FD428 I CC2590 CIP, IFB No. # 2026-08**, which requires Principal to file this bond to secure claims made under Civil Code Section 8000, *et seq.*

NOW THEREFORE, we, _____ (as Principal) and _____ (as Surety) a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, are held firmly bound unto the City of Pomona (as Obligee), and all subcontractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications,

or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Works of Improvement, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

PRINCIPAL

Signature: _____ Date: _____

Name and Title (Print): _____

SURETY

Signature: _____ Date: _____

Name and Title (Print): _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Bid Bond are true and correct, and that I have been duly authorized to sign this Bid Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

SURETY

Signature: _____ Date: _____

Name and Title (Print): _____

--OR--

State of California)
County of Los Angeles)

On _____, before me, _____ (here insert
name and title of the officer), personally
appeared _____, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

City Attorney

CONTRACTOR'S CERTIFICATE REGARDING WORKMEN'S COMPENSATION

Labor Code Section 3700

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

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

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

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

CONTRACTOR:

Name of Contractor

By: _____

Date: _____

(printed name of signer)

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

CITY OF POMONA

CONTRACT RETENTION POLICY

(To be completed when escrow account is requested)

Pursuant to Section 22300 of the Public Contract Code of the State of California, the City of Pomona offers the attached Escrow Agreement for Security Deposits in Lieu of Retention with the following specifications:

1. The Escrow Agent shall be the **Citizens Business Bank** located at 1095 N. Garey Avenue, Pomona, CA 91767.
2. The City (Owner) shall receive monthly statements from the Escrow Agent on any retention payments to the Escrow Agent and shall reconcile the balance of the account to the City's general ledger retention liability account each month. A copy of the Escrow statement shall be provided to the Contractor upon request.
3. The retention account will be closed by the Owner and the balance therein released to the Contractor thirty-five (35) days after the Notice of Completion is recorded by the Los Angeles County Recorder. If, however, the Owner receives claims for any amount held in retention, or the Owner identifies valid unpaid notices, the Owner shall retain amounts necessary to address such claims and notices.

CONTRACTOR

Signature: _____ Date: _____

Name and Title: _____

CITY OF POMONA

Signature: _____ Date: _____

Name and Title: _____

ESCROW AGENT

Signature: _____ Date: _____

Name and Title: _____

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between:

- 1) The **CITY OF POMONA**, whose address is 505 S. Garey Avenue, Pomona, CA 91769, hereinafter called "**Owner**," whose address is 505 S. Garey Avenue, Pomona, CA 91769;
- 2) _____, hereinafter called "**Contractor**," whose address is _____; and
- 3) **Citizens Business Bank**, hereinafter called "**Escrow Agent**," whose address is 1095 North Garey Avenue, Pomona, CA 91767.

For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of \$_____, dated _____ (hereinafter referred to as the "**Contract**"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contractor earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of City of Pomona, and shall designate the Contractor as the beneficial owner. All securities used as a substitute for retention earnings will be in compliance with the California State Government Code Section 16430.
2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by the Escrow Agent in administering the Escrow Account and all expenses of the Owner. The expenses and payment terms shall be determined by the Owner and Contractor.
5. The interest earned on the securities or the money market accounts held in Escrow and all interest earned on the interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied with written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, the Escrow Agent shall release to Contractor all securities and interest on deposit, less escrow fees and charges of the Escrow Account. If the Owner determines that any portion of the securities (and interest) on deposit shall be retained in response to third party claims (and any related notices), the Owner shall provide the Escrow Agent with written notice of said retention. The Escrow Agent shall withhold amounts from release pursuant to said notice. The Escrow Account shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. The Escrow Agent shall rely on the written notification from the Owner and Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

[Intentionally left blank – signatures follow on the next page.]

On Behalf of Owner:

Signature: _____

Andrew Mowbray, Finance Director
City of Pomona
505 S. Garey Avenue
Pomona, CA 91769

On Behalf of Contractor:

Signature: _____

Name and Title: _____

Address: _____

On Behalf of Escrow Agent:

Signature: _____

Name and Title: _____

Address: 1095 N. Garey Avenue, Pomona, CA 91767

At the time of escrow account if opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the dates first set forth above.

OWNER

Signature: _____ Date: _____

Andrew Mowbray, Finance Director

CONTRACTOR

Signature: _____ Date: _____

Name and Title: _____

APPROVED AS TO FORM

Signature: _____ Date: _____

City Attorney

NOTICE

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

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

(Added by Stats. 1978, Ch. 1249.)

Submission of the "Extract of Public Works Contract Award" (see Appendix, Part 7 for sample of this document) will satisfy the above noted requirement.

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

NOTICE

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

PART 3

SPECIAL PROVISIONS

(SUPPLEMENTS AND MODIFICATIONS TO
THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION)

SPECIAL PROVISIONS

The City adopts by reference as its Special Provisions for this Public Works Contract the following standard specifications. All work shall be performed in accordance with the provisions of the latest edition of the following standard specifications:

- STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK), including all Supplemental Amendments, as published by Building News, Inc., Los Angeles, California, which Specifications are hereinafter referred to as the "Standard Specifications (Greenbook)."
- STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, plus any supplements, which Specifications are hereinafter referred to as the "State Standard Specifications."

The Standard Specifications (Greenbook) shall govern the performance of the work except:

- (a) When the situation is not covered by the Standard Specifications (Greenbook), the situation shall be governed by the State Standard Specifications.
- (b) When a specific reference is made to different specifications, plans or drawings, those specific specifications, plans or drawings shall govern.
- (c) When a conflict exists between the Standard Specifications (Greenbook) and any other specifications, the Greenbook shall govern unless the reference to the other specification requires compliance to the other specification.
- (d) As modified by these Special Provisions, Technical Provisions, City of Pomona and State of California Standard Drawings and the Project Plans.

These Special Provisions supplement and revise the aforementioned Standard Specifications (Greenbook) as set forth below. Any reference to "Section" or "Subsection" in these Special Provisions shall refer to the aforementioned Standard Specifications unless noted otherwise.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS , UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Add or substitute the following:

In this subsection, substitute where applicable, or add the following:

Agency The City of Pomona, for which the work is being performed.

Board The City Council of the City of Pomona, constituting the awarding authority of the City.

City The City of Pomona.

City Engineer (or) Engineer The City Engineer of the City of Pomona or other person designated by the City Engineer acting either directly or through authorized agents.

Owner City of Pomona unless specified differently.

STD DWG City of Pomona Public Works Department Standard Drawings

STD Plans APWA Standard Plans for Public Works Construction, Latest Edition

Pomona Water Standard Standard Specifications for Water Facility Construction by Pomona Water Division

Prime Contractor (or) Contractor Contractor who contracts directly with the City.

Working Day The following days have been designated as holidays by the City of Pomona:

New Year's Day	January 1
Martin Luther King, Jr Day	3rd Monday in January
President's Day	3rd Monday in February
Farmworkers Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed, and if a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed.

1-7 AWARD AND EXECUTION OF CONTRACT.

Add the following:

The Bidder is required to examine carefully the site of work, Bid forms and all other Contract documents for the work contemplated. The Submission of a Bidder's Bid shall be considered conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of all the above documents. Also, bidder agrees by submission of bid and/or execution of Contract that Contract Documents also include but are not limited to Technical Provisions; and, Technical Specifications; as well as Appendices.

1-7.2 CONTRACT BONDS.

Add the following:

If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the City Engineer are or become insufficient, he may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the City Engineer within fifteen (15) calendar days after notice, and in default thereof the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

Consistent with the Standard Specifications, the Bond for Faithful Performance and the bond for Material Suppliers and Laborers shall each be in the amount of 100 percent of the Contract price. Said bonds shall insure the City during the life of the Contract.

The Faithful Performance Bond also shall insure the City during the life of the Contract and for the term of one (1) year (unless specifically stated otherwise in the Specifications) from the date of final acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

SECTION 2 – SCOPE OF WORK

2-2 PERMITS.

Delete and substitute:

The Contractor shall obtain, pay, and comply with all permits, including but not limited to the permits requirements as shown in the "Instruction to Bidders" part of this contract document, and give all notices necessary and incident to the due and lawful prosecution of the work and to the preservation of the public health and safety.

Excavation shall not be started on any trench, vertical or sloping, that is five feet (5') or more in depth until the Contractor has obtained a permit from the State Division of Industrial Safety and submitted a copy of said permit to the Engineer. Upon demand by the City or the State Division of Industrial Safety or representatives thereof, the Contractor shall produce the permit.

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

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

and they shall be obtained in sufficient time to prevent delays to the work.

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

2-8 EXTRA WORK.

Add the following:

The Contractor shall not perform any extra work prior to written authorization from the Engineer.

2-10 DISPUTED WORK.

Add the following:

Contractor shall timely comply with all notices and requests for changes to the Contract time or Contract Price, including but not limited to all requirements in these Contract Documents related to changes in the work, as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

- A. Intent. All claims which do not exceed the sum of three hundred seventy-five thousand dollars(\$375,000) shall be resolved pursuant to the provisions of Public Contract Code Section 20104 through 20104.6, "Resolution of Construction Claims" as follows:
- (1) Informal negotiation between the City and general contractor.
 - (2) Mediation with the general contractor.
 - (3) Arbitration.
 - (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.
- B. Claims. For purposes of this Section, "Claim" or "claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the Contract Documents has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra

work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

C. Supporting Documentation. The Contractor shall submit all claims in the following format:

1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
2. List of documents relating to claim:
 - a. Specifications
 - b. Drawings
 - c. Clarifications (Requests for Information)
 - d. Schedules
 - e. Other
3. Chronology of events and correspondence
4. Analysis of claim merit
5. Analysis of claim cost
6. Time impact analysis in CPM format
7. If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.
8. Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 et seq.

D. City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the City issues its written statement.

1. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three Days following the next duly publicly noticed meeting of the City's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
2. Within 30 Days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

-
- E. Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 Days of receipt of the City's response or within 15 Days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.
- F. Mediation. Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.
1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 3. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
 4. The mediation shall be held no earlier than the date the Contractor completes the work or the date that the Contractor last performs work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- G. Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- H. Civil Actions. The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:
1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator,

- shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- I. Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.
- J. Non-Waiver. The City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety.

SECTION 3 – CONTROL OF THE WORK

3-1 ASSIGNMENT. Delete the entire subsection and Refer to Section 8.3 of Public Works Contract.

3-5 INSPECTION. Add the following:

The City Engineer, or his/her authorized agent, shall at all times have access to work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge regarding the process, workmanship, and character or materials used and employed in the work. Whenever required, the Contractor shall furnish to the City for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the City of Pomona designated by the City Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the City Engineer of his authorized agent forty-eight (48) hours in advance when he will require inspection for material work to be done.

3-6 THE CONTRACTOR'S REPRESENTATIVE.

When and as directed by the City Engineer, the Contractor shall attend all conferences and meetings which the City Engineer deems necessary for the proper progress of work under this contract.

3-7.1 General.

Except as otherwise specified on the Plans or in these Special or Technical Provisions, all work relating to traffic signals and street lighting, including all equipment, materials, components, and the installation thereof, shall be in accordance with the latest edition of the State Standard Plans and Section 86, of the latest edition of the State Standard Specifications. The order of precedence for said State Standard Plans shall be lower than that of the Project Plans and Specifications but higher than that of the Standard Plans and Standard Specifications for Public Works Construction (Green Book).

If the contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, it shall immediately inform the City Engineer. The City Engineer shall promptly review the matter, and if he/she finds an error or omission has been made, he/she shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission identified by the Contractor, any related work performed by the Contractor shall be done at its risk unless authorized by the City Engineer.

3-7.2 Precedence of the Contract Documents.

If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- a) Permit issued by jurisdictional regulatory agencies.
- b) Change Orders and Supplemental Agreements; whichever occurs last.
- c) Contract/Agreement.
- d) Addenda.
- e) Bid
- f) Technical Provisions.
- f) Special Provisions.
- g) Plans.
- h) Standard Plans.
- i) Standard Specifications.
- j) Reference Specifications.

Detail drawings shall take precedence over general drawings. The precedence of the notice inviting bids and instruction to bidders shall be as specified in the Special Provisions.

3-8.3

Shop Drawings and Submittals.

Within **fifteen (15) calendar days** after issuance of **Conditional NTP** of the contract, the Contractor shall, at his or her expense, transmit to the Engineer for review and acceptance, all submittals, shop drawings and/or other available instructive and descriptive information from the manufacturer, when and as required by the Plans and/or Specifications, or requested by the Engineer. Shop drawings will normally not be required for standard items in common use for which adequate manufacturers' literature is available.

The Contractor shall consecutively number, thoroughly check, approve and sign each Shop Drawing and transmit the Shop Drawings by letter to the Engineer for review. In the event that certain Shop Drawings are unacceptable to the City, they will be rejected by the Engineer. The Contractor shall thereafter, correct said drawings and resubmit same in within seven (7) calendar days.

In the event that in the process of development of the Shop Drawings, it is discovered that there are defects and/or errors on the Plans, resulting in conflict between said Plans and the Shop Drawings, or if the Shop Drawings show variation from the Plans and/or Contract requirements because of standard shop practice or other reasons, the Contractor shall thoroughly describe and explain said defects and/or conflicts in his transmittal letter to the Engineer.

The Engineer's review of the Shop Drawings will be for general design and arrangement only, and shall not relieve the Contractor from responsibility for errors of any sort in the Shop Drawings or of the responsibility for executing the work in accordance with the Contract. The Contractor shall be solely responsible for the correctness of the drawings, for shop fits and field connections, and for the results obtained by use of such drawings. The Contractor shall verify and be fully responsible for all dimensions and job-site conditions affecting the work and shall be responsible for furnishing and installing the proper materials required by the Contract, whether or not indicated on the Shop Drawings when reviewed.

When submitted for the Engineer's review, shop drawings shall be the Contractor's certification that he has reviewed, checked and approved the shop drawings and that these are in conformance with the requirements of the Contract Documents. The following Contractor's certification shall appear on all submittals:

"It is hereby certified that the (equipment, material) shown and marked in this submittal is that proposed to be incorporated into this project, is in compliance with the Contract Documents, can be installed in the allocated spaces, and is submitted for review."

Certified by (sign): _____

Certified by (print name): _____

Date: _____

A copy of each shop drawing and each sample as reviewed by the Engineer shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

The following procedures will apply to shop drawing submittals:

- A. The Contractor shall submit to the Engineer for review, eight (8) copies of all shop drawings. These drawings shall be complete, certified by the Contractor, and shall contain all required information in detail. The Contractor shall make any corrections to shop drawings required by the Engineer.
- B. When reviewed by the Engineer, each copy of the drawings will be stamped signed, and dated by the Engineer.
- C. Three sets of said drawings will be returned to the Contractor.
- D. The review of the drawings shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory.
- E. Upon the Contractor's receipt of reviewed shop drawings, he shall furnish to the Engineer eight (8) copies of instruction and maintenance manuals and parts lists of all major equipment furnished. Data in these manuals shall cover completely all items as specified and as supplied.
- F. The Contractor agrees that if deviations, discrepancies, or conflicts between shop drawings submittals and the Contract Documents in the form of design drawings and specifications, except as particularly noted within the submittal, are discovered either prior to or after shop drawing submittals are processed by the Engineer, the design drawings and specifications shall control and shall be followed.

Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Contract plans and specifications and shall not be taken as the basis of claims for extra work. The Contractor shall have no claims for damages or extension of time due to any delay resulting from making required revisions to shop drawings. The review of said drawings by the Engineer will apply to general design only and will in no way relieve the Contractor of responsibility for errors or omissions contained therein nor will such review operate to waive or modify any provisions or requirements contained in these Contract Specifications or on the Contract Drawings.

Shop fabrication drawings and lay sheets are required for all steel pipelines 16 inches and greater in diameter. The drawings and lay sheets shall fully illustrate horizontal station and vertical elevation of all joints and angle points, true angular deflection at locations of combined vertical and horizontal bends, and horizontal station for pipeline appurtenances.

Compliance certificates and weigh slips shall be provided for all aggregate base, asphalt concrete, Portland Cement Concrete, reinforcing steel, etc. Mix designs shall be submitted for asphalt concrete and Portland Cement Concrete mixes.

3-10 SURVEYING.

3-10.1 Permanent Survey Markers.

The Land Surveyors Act, Section 8771 of the Business and Professional Code, and Sections 732.5, 1492-5, and 1810-5 of the Streets and Highways Code require that survey monuments shall be protected and perpetuated.

The Contractor shall be responsible prior to the start of construction for locating,

referencing, and filing of Corner Records with the County Surveyor's office for survey control points/ monuments that exist as shown on recorded Tract Maps, Parcel Maps, Records of Surveys and Highway Maps which are going to be affected or disturbed by the proposed construction.

After the proposed completion of the proposed construction, said monuments and/or control survey points shall be reset to the new surface in accordance with current professional land surveying practices and per City of Pomona Standard A-9-65. Corner Records shall be filed with the County Surveyor, with a copy provided to the City, for all new monuments set.

3-10.2 Line and Grade.

"All work, including finished surfaces, shall during its progress and upon completion conform to the lines, grades, cross-sections, elevations and dimensions shown on the Plans. All distances and measurements are given thereon and will be made in a horizontal plane. Three consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight line. In the event any discrepancy exists, it must be reported to the City's Representative. Failure to make this report shall make the Contractor responsible for any error in the finished work. Minor deviations from approved plans, whenever required by the exigencies of construction, shall be determined in all cases by the City's Representative and authorized in writing."

3-10.3 Survey Service.

The Contractor shall pay and provide usual and customary construction staking. The Contractor shall submit to the City for approval, the qualifications of the Licensed Land Surveyor, prior to commencing the construction staking.

"All survey monuments, centerline ties and survey reference points shall be protected in place or reestablished where disturbed, in accordance with Section 8771 of the Professional Land Surveyor's Act (Business & Professions Code Section 8700 et seq.), prior to Project acceptance. This work will be the responsibility of the Contractor and shall be at the Contractor's sole cost and expense."

All construction control surveying shall be performed under the supervision of a Registered Civil Engineer or Licensed Land Surveyor at the expense of the Contractor.

Survey stakes shall be set and stationed by the Contractor's surveyor as follows:

1. Drains 50' intervals and change of alignment or grade
2. Water 40' intervals and change of alignment or grade
3. Sewer 40' intervals and change of alignment or grade
4. Structures 4 corners with reference elevations
5. Rough Grade As required to achieve cut or fill to finished grade (or flow line) as indicated on a grade sheet (maximum interval of: 50' intervals, 50' grid pattern, and change of alignment or grade)
6. Ramps & Driveways; 2.5 foot grind

7. Within 100 feet of center of all intersections 5 foot grind.

The Contractor shall pay and provide usual and customary construction staking. The Contractor shall submit to the City for approval, the qualifications of the Licensed Land Surveyor, prior to commencing the construction staking.

“All survey monuments, centerline ties and survey reference points shall be protected in place or reestablished where disturbed, in accordance with Section 8771 of the Professional Land Surveyor’s Act (Business & Professions Code Section 8700 et seq.), prior to Project acceptance. This work will be the responsibility of the Contractor and shall be at the Contractor’s sole cost and expense.”

All construction control surveying shall be performed under the supervision of a Registered Civil Engineer or Licensed Land Surveyor at the expense of the Contractor.

Survey stakes shall be set and stationed by the Contractor’s surveyor as follows:

8. Drains 50' intervals and change of alignment or grade
9. Water 40' intervals and change of alignment or grade
10. Sewer 40' intervals and change of alignment or grade
11. Structures 4 corners with reference elevations
12. Rough Grade As required to achieve cut or fill to finished grade (or flow line) as indicated on a grade sheet (maximum interval of: 50' intervals, 50' grid pattern, and change of alignment or grade)
13. Finish Grade As required to achieve cut or fill to finished grade (or flow line) as indicated on a grade sheet (maximum interval of: 25' intervals, 25' grid pattern, and change of alignment or grade; as well as 5' intervals and 5' grid pattern for intersections and curb return areas)

Offsets and locations shall be as agreed upon. The Contractor shall transfer grade hubs for construction as he may require. The Engineer shall have the right to verify the Contractor’s survey extensions, and if found deficient, the Contractor shall pay the costs therefore.

3-12 WORK SITE MAINTENANCE.

3-12.1 General.

When and as often as required by the Engineer, the Contractor shall furnish and operate self-loading motor sweepers with spray nozzles, to keep paved areas affected by the work acceptably clean and dust free.

The Contractor shall remove graffiti from all work, materials, equipment, and signs within the project. Equipment, materials, or signs containing graffiti shall not be brought to the project. Any graffiti found on work, materials, equipment, or signs shall be cleaned or removed from the project within 24 hours from its discovery. The cost of graffiti removal shall be borne by the Contractor, and shall be considered as being included in the various Contract items. Graffiti removal on paved surfaces shall be by sand-blasting with use of appropriate BMP’s and clean-up included, and graffiti removal from other surfaces shall be

by methods involving equivalent level of effort as approved by the Engineer.

3-12.3 Noise Control.

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. If the Contractor is forced or allowed by the Engineer to work outside the normal work hours, the noise level from the Contractor's operations, between the hours of 9:00 P.M. and 6:00 A.M. shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

3-12.4 Storage of Equipment and Materials.

3-12.4.1 General.

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the City Engineer, and must be free of objectionable material. The storage site shall be properly fenced, screened from neighboring properties and street view. The storage site has to comply with Sec 312.6, in compliance with California Storm Water Best Management Practice handbook for construction activities. The Contractor must submit to the City Engineer for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the City Engineer.

3-12.4.2 Storage in Public Streets.

Stockpiling or storage of materials and equipment on any public right-of-way or parking areas will not be permitted without the approval of the City Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

3-12.6.1 Water Pollution Control.

The Contractor shall comply with the requirements of Subsection 3-12.6 of the Standard Specifications and shall conduct his operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system. Contractor shall comply with the requirements of project specific **Storm Water Pollution Prevention Plan (SWPPP)**.

In addition to complying with all applicable federal, state and local laws and regulations, the contractor shall take note of the **NPDES (National Pollution Discharge Elimination System)** Requirements. The Contractor shall take all precautionary actions and implement

all necessary BMPs to prevent discharges to any portion of the storm drain conveyance system including discharge of pollutants from activities such as paving operations, concrete waste washouts, cold-milling, vehicle and equipment fueling from entering storm drain systems. These precautionary actions are required as dictated by the Stormwater

Management program in accordance with Chapter 18 of the Pomona City Code. Such pollutants are listed per the California Stormwater Best Management Practices handbook for Construction activities.

The following shall be implemented:

1. Handle, store, and dispose of materials properly.
2. Avoid excavation and grading activities during wet weather.
3. Construct diversion dikes and drainage swales around working sites.
4. Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
5. Develop and implement erosion control plans (if applicable).
6. Check and repair leaking equipment away from construction sites.
7. Designate a location away from storm drains for refueling.
8. Cover and seal catch basins if work in their vicinity may allow debris or deleterious liquids to enter.
9. Use vacuum with all concrete sawing operations.
10. Never wash excess material from aggregate, concrete, or equipment onto a street.
11. Catch drips from paving equipment with drip pans or absorbent material.
12. Clean up all spills using dry methods.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

The work will be inspected for acceptance by the City's Representative upon receipt of the Contractor's written assertion that the work has been completed. If, in the sole discretion of the City's Representative, the work has been completed and is ready for acceptance, the City's Representative will notify the City Clerk that the Contract has been completed in its entirety. The City's Representative shall request that the city accept the work and that the City Clerk be authorized to file on behalf of the City in the office of the Los Angeles County Recorder, a Notice of Completion of the work. The date of completion shall be the date the Contractor is relieved from responsibility to protect the work.

The Contractor hereby guarantees that the entire work constructed by him under the Contract will meet fully all requirements as to quality of workmanship and materials. The Contractor hereby agrees to make, at his own expense, any repairs or replacements made necessary by defects in materials or workmanship that became evident within one (1) year after the date of the completion, and to restore to full compliance with the requirements of these Contract Documents, including any test requirements set forth herein for any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the City's Representative. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his sureties shall be liable to the City for the cost thereof.

The guarantees and agreements set forth herein shall be secured by a surety bond which shall be delivered by the Contractor to the City before the Notice of Completion and acceptance of the work by the City. Said bond shall be in the form approved by the City

Attorney and executed by a surety company or companies satisfactory to the City in the amount of one hundred percent (100%) of the Contract. Said bond shall remain in force for a period of one (1) year after the date of Notice of Completion and acceptance. Alternatively, the Contractor may provide for the Faithful Performance Bond furnished under the Contract to remain in force and effect for said amount until the expiration of said one (1) year period.

The parties agree that no certificate given, with the exception of the certificate of final payment, 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 of final payment shall not terminate the Contractor's obligations under his warranty herein above. 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 officials, 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

4-3 INSPECTION.

4-3.2 Inspection by the Agency.

In the event work is allowed by the City Engineer outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees will be levied against the Contractor at a rate of the city's actual cost, in addition to travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the City Engineer as a matter of public safety or to otherwise insure the quality of the work.

4-4 TESTING.

Before incorporation into the Work, the Contractor shall submit sample of materials, as the Engineer may require, at no cost to the Agency. The Contractor, as its expense, shall deliver the materials for testing to the place and at the time designated by the Engineer. Unless otherwise called for hereinafter in these Special Provisions, all testing will be performed by the City in such number and at such locations as deemed necessary by the Engineer to insure compliance with the Plans and Specifications; the cost of all initial testing will be borne by the City; the cost of all retesting will be borne by the Contractor, and the amount due the City for said retesting will be deducted from the Contractor's progress payments. If the Contractor is to provide and pay for testing, it will be so specified in the Special Provisions. For Private Contracts, the testing expense shall be borne by the permittee.

The Contractor shall notify the Engineer in writing, at least fifteen (15) calendar days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The Notice shall name the proposed supplier and source of material.

If the notice of intent to use is sent before the materials are available for testing or inspection or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the Contractor's responsibility to re-notify the Engineer when sample which are representative may be obtained.

4-6 TRADE NAMES.

The Contractor may supply any of the materials specified or offer an equivalent. The Engineer

material offered is equivalent to that specified. Adequate time shall be allowed for the Engineer to make this determination.

A listing of materials is not intended to be comprehensive, or in order of preference. The Contractor may offer any material, process, or equipment considered to be equivalent to the indicated. Within ten (10) working days from the date of bid opening, the Contractor shall, at his expense, submit a written request to the Engineer for each desired substitution, accompanied by complete descriptive information from the manufacturer, samples as requested by the Engineer, complete detailed test results from a licensed independent testing laboratory of the City's choice if requested by the Engineer, and if requested by the Engineer, an evaluation report from a qualified licensed professional engineer, all for final evaluation by the Engineer. If in the Engineer's opinion, the requested substitution is of lesser quality or in variance with that specified, or if the information submitted is insufficient or incomplete, the requested substitution will be disallowed and the specified materials or equipment shall be furnished. Except as hereafter provided, no request for substitutions submitted, after the 10-working -day deadline specified will be considered.

The Contractor shall, at its expense, furnish data concerning items offered by its equivalent to those specified. The Contractor shall have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, diminutions, service, and suitability are such that the item will fulfill its intended function.

Test methods shall be subject to the approval of the Engineer. Test results shall be reported promptly to the Engineer, who will evaluate the results and determine if the suitable item is equivalent. The Engineer's findings shall be final. Installation and use of a substitute item shall not be made until approved by the Engineer.

If a substitute offered by the Contractor is not found to be equal to the specified materials, the Contractor shall furnish and install the specified material.

The specified Contract completion time shall not be affected by any circumstance developing from the provisions of this subsection.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-4.2 LIABILITY INSURANCE.

Delete the entire subsection and Refer to Public Works Contract Article 7.

5-4.3 WORKERS' COMPENSATION INSURANCE.

Refer to Public Works Contract Article 6.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

6-1.1 Construction Schedule.

The Contractor must provide to the City Engineer within **fifteen (15) calendar days** after issuance of **Conditional NTP**, a construction schedule in the format of a Gantt Chart created using Microsoft Project 2003 and revised schedules thereafter as required by the Engineer when the Contractor's activities differ or are expected to differ from the latest existing schedule. **Failure to provide schedule updates or a**

revised baseline schedule could result in withholding all subsequent contract payments until an acceptable schedule is received.

Progress schedules will be required for this contract. Progress schedules shall utilize the Critical Path Method (CPM).

Definitions - The following definitions apply to this special provision:

Activity - Any task, or portion of a project which takes time to complete.

Work Progress – The progress of the work shall be at a rate sufficient to complete the contract within the time allowed. If it appears that the rate of progress is such that the contract will not be completed within the time allowed, or if the work is not being executed in a satisfactory manner, the City Engineer may order the Contractor to take such steps as necessary to complete the contract within the period of time specified or to prosecute the work in satisfactory manner. If the Contractor fails to comply with such order within 14 Calendar days after receipt of the order, the contract may be cancelled in accordance with section 6-4 of the latest edition of the STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).

Baseline Schedule - The initial CPM schedule representing the Contractor's original work plan, as accepted by the Engineer.

Critical Path Method - A graphic representation of the sequence of activities that shows the inter-relationships and interdependencies of the elements composing a project.

Early Completion Time - The difference in time between the current contract completion date and the Contractor's scheduled early completion date as shown on the accepted baseline schedule, or schedule updates and revisions.

Float - The amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activity or group of activities in the network.

Fragnet - A section or fragment of the network diagram comprised of a group of activities.

Hammock Activity - An activity added to the network to span an existing group of activities for summarizing purposes.

Milestone - A marker in a network which is typically used to mark a point in time or denote the beginning or end of a sequence of activities. A milestone has zero duration, but will otherwise function in the network as if it were an activity.

Revision - A change in the future portion of the schedule that modifies logic, adds or deletes activities, or alters activities, sequences, or durations.

Tabular Listing - A report showing schedule activities, their relationships, durations, scheduled and actual dates, and float.

Total Float - The amount of time that an activity may be delayed without affecting the total project duration of the critical path.

Update - The modification of the CPM progress schedule through a regular monthly review to incorporate actual progress to date by activity, approved time adjustments, and projected completion dates.

6-1.1.1 Preconstruction Scheduling Conference. The Engineer will schedule and conduct a Preconstruction Scheduling Conference with the Contractor's Project Manager and Construction Scheduler within **fifteen (15) calendar days** after issuance of **Conditional NTP**. At this meeting, the requirements of this section of the specifications will be reviewed with the Contractor. The Contractor shall be prepared to discuss its schedule methodology, proposed sequence of operations, and any deviations it proposes to make from the Stage Construction Plans. At this meeting, the Contractor shall submit its structure and the activity identification system for labeling all work activities. The Engineer shall review and comment on the work breakdown structure within seven (7) calendar days after submission by the Contractor. The Contractor shall make all modifications to the proposed work breakdown structure, the coding structure and activity identification system that are requested by the Engineer, and shall employ that coding, structure and system in its baseline schedule submission.

6-1.1.2 Baseline Schedule. Within **fifteen (15) calendar days** after issuance of **Conditional NTP**, the Contractor shall submit to the Engineer a baseline project schedule. The baseline schedule shall include the activities shown on the interim baseline schedule in the same order and logical relationship as shown in the interim baseline schedule. The baseline project schedule shall have a data date of the day prior to the first working day of the contract and shall not include any completed work to date. The baseline progress schedule shall meet interim target dates, milestones, stage construction requirements, internal time constraints, show logical sequence of activities, and must not extend beyond the number of days originally provided for in the contract.

The baseline CPM schedule submitted by the Contractor shall have a sufficient number of activities to assure adequate planning of the project and to permit monitoring and evaluation of progress and the analysis of time impacts. The baseline schedule shall depict how the Contractor plans to complete the whole work involved, and shall show all activities that define the critical path.

Critical or near critical paths shall be kept to a minimum. Near critical paths shall be defined as those paths having ten (10) working days or less of total float at the time of initial submission. A total of no more than 20% of the baseline schedule activities shall be critical or near critical.

The Contractor shall allow for non-work days and inclement weather days in the CPM schedule calendar and the bid prices of the various items of work.

6-1.1.3 Project Schedule Reports. All schedules submitted to the Engineer including baseline and interim baseline schedules shall include time scaled network diagram(s). Network diagrams shall be based on early start and early finish dates of activities shown. The network diagrams shall be based on early start and early finish generated mathematical analysis tabular reports for each activity included in the project schedule. Three different report sorts shall be provided: Early Start, Total Float, and Activity Number which shall show all predecessors and successors for each activity. Such mathematical analysis tabular reports (8-1/2" x 11" size) shall be submitted to the Engineer and shall include at a minimum, the following:

- Data date;
- Predecessor and successor activity numbers and descriptions;
- Activity number and description;
- Activity code(s);
- Schedule and actual/remaining duration for each activity;
- Earliest start date (by calendar date);
- Earliest finish date (by calendar date);
- Actual start date (by calendar date);
- Actual finish date (by calendar date);

- Latest start date (by calendar date);
- Latest finish date (by calendar date);
- Float, in work days;
- Percentage of activity complete and remaining duration for incomplete activities;
- Imposed constraints.

All networks shall be drafted time scaled to show a continuous flow of information from left to right. The primary path(s) of criticality shall be clearly and graphically identified on the network(s). The network diagram shall be prepared on (11" x 17") size sheets, shall have a title block in the lower right hand corner, and a timeline on each page. Exceptions to the size of the network sheets and the use of computer graphics to generate the networks shall be subject to the approval of the Engineer.

Schedule network diagrams and computer tabulations shall be submitted to the Engineer for acceptance in the following quantities:

- a. Two (2) sets of the Network Diagram(s);
- b. Three (3) copies of the computer tabulation report (8-1/2" x 11" size).

Should the baseline schedule or Schedule Update, submitted for acceptance, show variances from the requirements of the Contract, the Contractor shall make specific mention of such variations in the letter of transmittal, in order that, if accepted, proper adjustments to the project schedule can be made. The Contractor will not be relieved of the responsibility for execution of the work in strict accordance with the requirements of the Contract Documents. In the event of a conflict between the requirements of the Contract Documents and the information provided or shown on an accepted schedule, the requirements of the Contract Documents shall take precedence.

Each schedule submitted to the Engineer shall comply with all limits imposed by the Contract, with all specified intermediate milestone and completion dates, and with all constraints, restraints or sequences included in the Contract. The degree of detail shall include factors to the satisfaction of the Engineer, including, but not limited to:

- Physical breakdown of the project;
- Contract milestones and completion dates, substantial completion dates, constraints, restraints, sequences of work shown in the contract, the planned substantial completion date, and the final completion date;
- Type of work to be performed, the sequences, and the major subcontractors involved;
- All purchase, submittals, submittal reviews, manufacture, tests, deliver, and installation activities for all major materials and equipment;
- Preparation, submittal and approval of shop and/or working drawings and material samples showing time, as specified elsewhere, for the Engineer's review. The same time frame shall be allowed for at least one (1) re-submittal on all major submittals so identified in the Contract Documents;
- Identification of interfaces and dependencies with preceding, concurrent and follow-on Contractors, Railroads, and Utilities as shown on the Plans or called out in the Specifications;
- Identification of each and every utility relocation and/or interface as a separate activity, including activity description and responsibility coding that identifies the type of utility and the name of the utility company involved;
- Actual tests, submission of test reports, and approval of test results;
- All start-up, testing, training, and assistance required under the Contract;
- Punchlist and final cleanup;

- Identification of any manpower, material, or equipment restrictions, as well as any activity requiring unusual shift work, such as two shifts, six (6) day weeks, specified overtime, or work at times other than regular days or hours; and
- Identification of each and every ramp closing and opening event as a separate one day activity, including designation by activity coding and description that it is a northbound, southbound, eastbound, westbound, and entry or exit ramp activity.
- Hammock activities shall be used to identify ramp closure, road closures and lane closures.

All on site construction activities shall have durations of not more than (20) working days, unless permitted otherwise by the Engineer. All activities in the schedule, with the exception of the first and last activities, shall have a minimum of one predecessor and a minimum of one successor. The baseline schedule shall not attribute negative float to any activity. Float shall not be considered as time for the exclusive use of or benefit of either the City or the Contractor but shall be considered as a jointly owned, expiring resource available to the project and shall not be used to the financial detriment of either party. Any accepted schedule, revision, or update having an early completion date shall show the time between the early completion date and the current Contract Completion Date as 'project float.'

The Contractor shall be responsible for assuring that all work sequences are logical and the network shows a coordinated plan for complete performance of the work. Failure of the Contractor to include any element of work required for the performance of the contract in the network shall not relieve the Contractor from completing all work within the time limit specified for completion of the contract. If the Contractor fails to define any element of work, activity or logic, and the omission or error is discovered by either the Contractor or the Engineer, it shall be corrected by the Contractor at the next monthly update or revision of the schedule.

The Engineer shall be allowed (5) calendar days to review and accept or reject the interim baseline schedule submitted. Rejected schedules shall be resubmitted to the Engineer within (2) calendar days of receipt by Contractor of the Engineer's comments, at which time a new (5) calendar day review period by the Engineer will begin.

The Engineer shall be allowed 5 calendar days to review and accept or reject the baseline project schedule submitted. Rejected schedules shall be resubmitted to the Engineer within (5) calendar days, at which time a new (5) calendar day review period by the Engineer will begin.

6-1.1.4 Monthly Update Schedules. The Contractor shall submit the Monthly Update Schedule to the Engineer each month. The proposed update schedule prepared by the Contractor shall include all information available as of the **20th calendar day of the month**, or other date as established by the Engineer. A detailed list of all proposed schedule changes (logic, duration, lead/lag, additions, and deletions) shall be submitted with the update.

The monthly submittal to the Engineer shall be accompanied by a Schedule Narrative Report. The Schedule Narrative Report shall describe the physical progress during the report period, plans for continuing the work during the forthcoming report period, actions planned to correct any negative float predictions, and an explanation of potential delays and/or problems and their estimated impact on performance, milestone completion dates, and the overall project completion date. In addition, alternatives for possible schedule recovery to mitigate any potential delay and/or cost increases shall be included for consideration by the Engineer. The report shall follow the outline set forth below:

Contractor's Schedule Narrative Report Outline:

- Contractor's Transmittal Letter
- Work completed during the period

- Description of the current critical path
- Description of problem areas
- Current and anticipated delays
- Cause of the delay
- Corrective action and schedule adjustments to correct the delay
- Impact of the delay on other activities, milestones, and completion dates
- Changes in construction sequences
- Pending items and status thereof
- Permits
- Change Orders
- Time Extensions
- Non-Compliance Notices
- Contract completion date(s) status
- Ahead of schedule and number of days
- Behind schedule and number of days
- Include updated Network Diagram and Reports

The Contractor shall provide to the Engineer printed copies of the network diagrams and tabular reports described under “Project Schedule Reports,” and the Schedule Narrative Report.

The monthly update of the schedule shall be for the period from the last update to the current cut-off date, and for the remainder of the project. The current period’s activities shall be reported as they actually took place and designated as actually complete, if actually completed, in the schedule updates.

Portions of the network diagram on which all activities are complete need not be reprinted and submitted in subsequent updates. However, the electronic disk file of the submitted schedule and the related reports shall constitute a clear record of progress of the work from award of contract to final completion.

The Contractor will be permitted to show early or late completion on schedule updates and revisions. The Engineer may use the updates and revisions, and other information available, in evaluating the effect of changes, delays, or time savings on the critical path and the accepted schedule current at the time to determine if there is an applicable adjustment of time, if any, to any target date or completion date due to the changes, delays, or time savings.

On a date determined by the Engineer, the Contractor shall meet with the Engineer to review the monthly schedule update. At the monthly progress meeting the Contractor and the Engineer will review the updated schedule and will discuss the content of the Narrative Report. The Engineer shall be allowed (5) working days after the meeting to review and accept or reject the update schedule submitted. Rejected schedules shall be resubmitted to the Engineer within (2) calendar days, at which time a new (5) calendar day review period by the Engineer will begin.

6-1.1.5 Final Schedule Update. Within (20) calendar days after the Engineer’s acceptance of the work, the Contractor shall submit a final update of the schedule with actual start and actual finish dates for all activities. This schedule submission shall be accompanied by a certification, signed by an officer of the company and the Contractor’s Project Manager stating “To the best of my knowledge, the enclosed final update of the project schedule reflects the actual start and completion dates of the activities contained herein.” Submittal of the final Schedule Update and the Certification shall be a condition precedent to the release of any retained funds under the Contract.

Add the following subsection:

6-1.1.6 Schedule Revisions. No revision to the accepted baseline schedule or the schedule

updates shall be made without the prior written approval of the Engineer. If the Contractor desires to make a change to the accepted schedule, the Contractor shall request permission from the Engineer in writing, stating the reasons for the change as well as the specifics, such as, revisions to activities, logic, durations, etc. The Engineer will provide a response within five (5) calendar days.

If the Engineer considers a schedule revision to be of a major nature, the Engineer may require the Contractor to revise and submit for acceptance all of the affected portion(s) of the project schedule and an analysis to show the effect on the entire project. The proposed revision and analysis shall be submitted to the Engineer within 2 days after the Engineer notifies the Contractor the revision is of a major nature. A change will be considered to be of a major nature if the time estimated for an activity or sequence of activities is varied from the original plan to the degree that there is reasonable doubt that milestone or Contract completion dates will be met, or if the schedule revision impacts the work of other contractors.

The Contractor shall submit a proposed revised schedule within (15) calendar days when requested by the Engineer when:

- a. There is a significant change in the Contractor's operations that will affect the critical path;
- b. The current updated schedule indicates that the contract progress is (30) calendar days or more behind the planned schedule, as determined by the Engineer, or
- c. The Contractor or the Engineer considers that an approved or anticipated change will impact the critical path or contract progress.

The Engineer shall be allowed (5) calendar days to review and accept or reject a schedule revision. Rejected revision schedules shall be resubmitted to the Engineer within (2) calendar days at which time a new 5 calendar day review period by the Engineer will begin. Only upon approval of a change by the Engineer shall it be reflected in the next schedule update submitted by the Contractor.

6-1.1.7 Schedule Time Extension Requests. When Change Orders or delays are experienced by the Contractor and a time extension is requested, the Contractor shall submit to the Engineer a written Time Impact Analysis illustrating the influence of each change or delay on the current Contract completion date, or milestone completion date, utilizing the current accepted schedule. Each Time Impact Analysis shall include a fragnet demonstrating how the Contractor proposes to incorporate the Change Order or delay into the current schedule. The fragnet shall include the sequence of new and/or existing activity revisions that are proposed to be added to the accepted baseline project schedule or current schedule in effect at the time the change or delay is encountered, to demonstrate the influence of the delay and the proposed method for incorporating the delay and its impact into the schedule.

Each Time Impact Analysis shall demonstrate the estimated time impact based on the events of delay, the anticipated or actual date of the Change Order work performance, the status of construction at that point in time, and the event time computation of all activities affected by the change or delay. The event times used in the analysis shall be those included in the latest update of the current schedule in effect at the time the change or delay was encountered.

Time extensions will be granted only to the extent that equitable time adjustments for the activity or activities affected exceed the total or remaining float along the critical path of activities at the time of actual delay, or at the time of the Change Order work performance. Float time is not for the exclusive use or benefit of the Engineer or the Contractor, but is an expiring resource available to all parties as needed to meet Contract milestones and the Contract Completion Date. Time extensions shall not be granted nor delay damages paid until:

- a. A delay occurs which is beyond the control and without the fault or negligence of the

Contractor and its subcontractors or suppliers, at any tier; and,

- b. Which extends actual performance of the work beyond the applicable current Contract Completion Date and the most recent date predicted for completion of the project on the accepted schedule update current as of the time of the delay or as of the time of issuance of the Change Order.

Each Time Impact Analysis shall be submitted in triplicate within fifteen (15) calendar days after a delay occurs or issuance of the Preliminary Change Order. If the Contractor does not submit a Time Impact Analysis for a specific Change Order or delay within the specified period of time, the Contractor shall be deemed to have irrevocably waived any rights to additional time and cost.

Approval or rejection of each Time Impact Analysis by the Engineer shall be made within fifteen (15) calendar days after receipt of each Time Impact Analysis, unless subsequent meetings and negotiations are necessary. Upon approval, a copy of a Time Impact Analysis, unless subsequent meetings and negotiations are necessary. Upon approval, a copy of a Time Impact Analysis signed by the Engineer shall be returned to the Contractor for incorporation into the schedule.

Upon mutual agreement by both parties, the accepted schedule revisions illustrating the influence of Change Orders and delays shall be incorporated into the project schedule during the first update after agreement is reached.

In the event the Contractor does not agree with the decision of the Engineer regarding the impact of a change or delay, notice shall be given in accordance with Section 9-1.04 of the State Standard Specifications.

6-1.1.8 Payment. Payment for preparation and updating the progress schedule (critical path) shall be included in the various items of work and no additional compensation will be allowed.

The Contractor shall include revised/updated schedule with invoice submittal for all payments.

6-3 TIME OF COMPLETION.

6-3.3 Working Day.

The following days have been designated as holidays by the City of Pomona:

New Year's Day	January 1
Martin Luther King, Jr Day	3rd Monday in January
President's Day	3rd Monday in February
Farmworkers Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed, and if a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed.

6-3.4 Work Hours. The normal work hours, outside of the traffic lane, shall be from 7:00 AM until 4:00 PM on all work days. Workdays are defined in Section 6-7.2 of the Standard Specifications. Work hours within traffic lanes are defined in Section 7-10.1. Work hours other than normal work hours will not be allowed without prior consent of the City Engineer. If work is performed at night, the Contractor shall provide adequate light for proper prosecution of the work for the safety of the workmen and the public, and for proper inspection.

6-9 LIQUIDATED DAMAGES.

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with 6-6, the Contractor shall pay to the Agency, or have withheld from moneys due it, the sum of **1,600**. Execution of the contract under these specifications shall constitute agreement by the Agency and Contractor that **1,600** 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. Such sum is liquidated damages and shall not be construed as a penalty and may be deducted from payments due the Contractor if such delay occurs.\$\$

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

SECTION 7 – MEASUREMENT AND PAYMENT

7-4.3.

Markup.

7-4.3.1 Work by Contractor. When extra work is to be paid for on a force account basis, the labor, materials, equipment rental and other items of expenditures, the percentage of markup applied to the Contractor's direct cost for all overhead and profit shall be as follows:

(1) Labor.....	20%
(2) Materials.....	15%
(3) Equipment Rental.....	15%
(4) Other Items and Expenditure.....	15%

To the sum of the costs and markups provided for in this section, 1% shall be added as compensation for bonding.

7-4.3.2 Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established above in this section shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

7-4.4

Daily Reports by Contractor.

Material charges shall be substantiated by valid copies of vendor's invoices. Such

invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed.

7-3 PAYMENT.

7-3.1 General.

Payment for cost of work to comply with the Standard Specification for Public Works Construction and these Special Provision and the Public Works Contract shall be included in the various bid items, and no additional payment will be made.

The City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expense, losses or damages, as determined by the Engineer, incurred by the City, for which

Whenever in the opinion of the City Engineer the Contractor shall have completely performed the contract on his part, the City Engineer shall notify the City that the contract has been completed in its entirety. He shall request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City, in the office of the Los Angeles County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the City Engineer for approval a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the Engineer's Representative shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the City Engineer's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, less **five percent (5%)** of the total work done.

On the expiration of sixty (60) **calendar days** after the filing of the **Notice of Completion** of the work, the City shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract.

7-3.2 Partial and Final Payment.

The amount of liquidated damages will be deducted from earned progress payments due the Contractor.

7-3.2.1 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Contract, Contractor shall submit to the Contract Officer a complete itemized payment request for all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.50. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made within thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety-five

percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security.

7-3.2.2 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of the Contract documents. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor, sixty (60) calendar days after recordation of final Notice of Completion with County of Los Angeles, after Contractor shall have furnished City with a release of all undisputed contract amounts, if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

7-3.2.3 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7-3.3 Delivered Materials. Unless included in the Bid Schedule, or unless otherwise called for in Technical Provisions, no payment will be made for materials or equipment delivered but not yet incorporated in the work.

7-3.4 Invoice. Contractor shall provide an invoice by July 20th of each year to the City of Pomona for work completed prior to and through June 30th of each year, and said invoice shall not include any work completed after June 30th of same year."

7-5 PERMITS.

The Contractor shall obtain, pay, and comply with all permits, including but not limited to the permits requirements as shown in the "Instruction to Bidders" part of this contract document, and give all notices necessary and incident to the due and lawful prosecution of the work and to the preservation of the public health and safety.

Excavation shall not be started on any trench, vertical or sloping, that is five feet (5') or more in depth until the Contractor has obtained a permit from the State Division of Industrial Safety and submitted a copy of said permit to the Engineer. Upon demand by the City or the State Division of Industrial Safety or representatives thereof, the Contractor shall produce the permit.

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

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

such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

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

7-6 THE CONTRACTOR'S REPRESENTATIVE.

When and as directed by the City Engineer, the Contractor shall attend all conferences and meetings which the City Engineer deems necessary for the proper progress of work under this contract.

7-8 WORK SITE MAINTENANCE.

7-8.1 General.

When and as often as required by the Engineer, the Contractor shall furnish and operate self-loading motor sweepers with spray nozzles, to keep paved areas affected by the work acceptably clean and dust free.

The Contractor shall remove graffiti from all work, materials, equipment, and signs within the project. Equipment, materials, or signs containing graffiti shall not be brought to the project. Any graffiti found on work, materials, equipment, or signs shall be cleaned or removed from the project within 24 hours from its discovery. The cost of graffiti removal shall be borne by the Contractor, and shall be considered as being included in the various Contract items. Graffiti removal on paved surfaces shall be by sand-blasting with use of appropriate BMP's and clean-up included, and graffiti removal from other surfaces shall be by methods involving equivalent level of effort as approved by the Engineer.

7-8.3 Noise Control.

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. If the Contractor is forced or allowed by the Engineer to work outside the normal work hours, the noise level from the Contractor's operations, between the hours of 9:00 P.M. and 6:00 A.M. shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

7-8.4 Storage of Equipment and Materials.

7-8.4.1 General.

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the City Engineer, and

must be free of objectionable material. The storage site shall be properly fenced, screened from neighboring properties and street view. The storage site has to comply with Sec 7-8.6, in compliance with California Storm Water Best Management Practice handbook for construction activities. The Contractor must submit to the City Engineer for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the City Engineer.

7-8.4.2 Storage in Public Streets.

Stockpiling or storage of materials and equipment on any public right-of-way or parking areas will not be permitted without the approval of the City Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

7-8.4.3 Temporary Light, Power, and Water

Any water drawn from City fire hydrant shall be via City owned water meter. The meter requires posting a security deposit with the Utility Services Customer Service at City Hall. The deposit shall be retained until return of the meter in a condition like received, less normal wear and tear and set up charge. Deposit shall be forfeited for lost, stolen, or damaged meter. Cost of service charges and water consumption shall be paid to be paid to the Utility Services Department monthly. Current read of the meter to be provided or available for reading each month. All construction water meters require an approved "Reduced Pressure Backflow Preventer" (RPBP) to be installed immediately behind the meter on the service side. The Contractor shall operate the fire hydrant with a hydrant wrench only. Should damage occur to the hydrant, the Contractor shall make repairs at his expense.

The Contractor shall notify the Los Angeles County Fire Department and the City of Pomona, Public Works Department 24 hours in advance, stating the location of the hydrant and the hours when it will be used.

It is a misdemeanor to use water from any Public Fire Hydrant without obtaining the proper authorization.

7-8.6 Water Pollution Control.

The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system. Contractor shall comply with the requirements of project specific **Storm Water Pollution Prevention Plan (SWPPP)**.

In addition to complying with all applicable federal, state and local laws and regulations, the contractor shall take note of the **NPDES (National Pollution Discharge Elimination System) Requirements**. The Contractor shall take all precautionary actions and implement all necessary BMPs to prevent discharges to any portion of the storm drain conveyance system including discharge of pollutants from activities such as paving operations, concrete waste washouts, cold-milling, vehicle and equipment fueling from entering storm drain systems. These precautionary actions are required as dictated by the Stormwater

Management program in accordance with Chapter 18 Article X of the Pomona City Code. Such pollutants are listed per the California Stormwater Best Management Practices handbook for Construction activities.

The following shall be implemented:

1. Handle, store, and dispose of materials properly.
2. Avoid excavation and grading activities during wet weather.
3. Construct diversion dikes and drainage swales around working sites.
4. Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
5. Develop and implement erosion control plans (if applicable).
6. Check and repair leaking equipment away from construction sites.
7. Designate a location away from storm drains for refueling.
8. Cover and seal catch basins if work in their vicinity may allow debris or deleterious liquids to enter.
9. Never wash excess material from aggregate, concrete, or equipment onto a street.
10. Catch drips from paving equipment with drip pans or absorbent material.
11. Clean up all spills using dry methods.

7-10 PUBLIC CONVENIENCE AND SAFETY.

7-10.1 Traffic and Access.

Traffic and access, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures, shall be in accordance with Subsection 7-10, of the latest edition of the Standard Specifications for Public Works Construction, including all its subsequent amendments; the latest edition of the **CAMUTCD (California Manual of Uniform Traffic Control Devices)** with State of California Modifications and the following Special Provisions. In the event of conflict, the Special Provisions shall take precedence over the CAMUTCD and the Standard Specifications, and the CAMUTCD shall take precedence over the Standard Specifications.

No lane closure will be allowed prior to 8:30 AM or after 3:30 PM within half-mile from any school or on major streets in the direction of peak traffic flow, unless otherwise provided in a City approved Traffic Control Plan.

No lane closure will be allowed prior to 8:00 AM on all other city streets.

Contractor shall review and coordinate with City Staff regarding City's Community Events List under Appendix I and that the events shall be anticipated similar to past years. Contractor shall coordinate to ensure project phasing does not impact City's Community Events a minimum of 1 week prior to upcoming events' date.

The Contractor shall provide and maintain two portable programmable signboards for each

street under construction and on all major arterial streets. The signboards shall be installed one week prior to begin construction. The text shall be approved by the City. The cost shall be included in the various bid items.

Convenient and safe pedestrian access to occupied residential and business property shall be maintained at all times. Access to mailboxes must be maintained at all times such that the postal delivery service is not- interrupted. Trash pick-up service shall not be interrupted. Access to vacant and unused property may be restricted when approved by the Engineer. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

Section 600-4:

- 1) **NOTIFICATION:** The Contractor shall give written and reasonable notice (in English and in Spanish) to occupants or owners of property adjacent to the construction site at least (5) working days prior to the beginning of construction in their respective areas. The notification shall include the date and time of street closures, parking and traffic access information and requirements, and precautionary information regarding the work to be done. A copy of all notifications shall be submitted to the City Engineer for approval.

Section 600-5:

2) ACCESS TO DRIVEWAYS. The Contractor shall notify in writing residents of property adjoining the location of the work at least forty-eight (48) hours prior to the start of any and all work on that street. The Contractor is responsible for posting "temporary no parking" signs at least forty-eight (48) hours before using the parking lane for construction purposes. The Contractor shall be responsible for furnishing, posting, and removing temporary "No Parking" and "No Driving" signs (as applicable) along project streets. Signs shall be posted on each side of the street with a maximum of 200 feet between signs. Signs may be attached to existing poles, street lights standards or whatever is existing in the public right-of-way. When necessary, the Contractor shall furnish posts.

Pursuant to City requirements, "Temporary No Parking" signs must be posted and verified by the Pomona Police Department 24 hours prior to beginning of construction. In the case of work requiring excavation of the roadway which may interfere with the use by residents or businesses of their driveways, suitable provisions shall be made by the Contractor at such time as the exigencies of construction may demand a temporary blocking of said driveways.

Efforts shall be made by the Contractor to minimize the impact the construction has on the residences and the blocking of the any part of a street for an unusually long duration (more than 1 hour). Further, the Contractor shall provide access to each residential or commercial establishment during construction at all times with the exception of concrete repairs of residential driveway approaches where the resident has access to 1/2 of the driveway approach at all times) or only during the duration of the paving operation, there may be a short period of time(15 minutes) when access to driveways and alleys will be inaccessible.

The contractor shall keep the access open to the LA County Fire Department and Pomona Police Department at all times and Coordinate his construction efforts with these departments and the City of Pomona.

3)TRAFFIC CONTROL PLANS: The Contractor shall submit a legible, detailed Traffic Control Plan (TCP) on one or more 24" x 36" reproducible plan sheets which shall clearly show and/or describe all proposed lights, warning signs, barricades, delineators, phasing temporary lane

markings, temporary traffic signals or signs, and any and all other facilities proposed to be installed. Said TCP shall be prepared and stamped/sealed, signed, and dated by a State of California Registered Civil or Traffic Engineer and shall show all lane closures, restrictions, tapers, and other disruptions of normal traffic flow, including pedestrian and vehicular detours. A schedule and/or sequencing diagram shall be included. Said TCP may be drawn on a sepia or other transparent copy of the project's Plans. Said TCP shall be submitted to the Engineer for approval within **fifteen (15) calendar days** after issuance of **Conditional NTP**. It shall be the Contractor's responsibility to immediately revise said Plan at the direction of the Engineer, and the Contractor hereby agrees that such shall be strictly adhered to, and the Contractor hereby understands and agrees that its failure to provide any facility or device as shown on the TCP, or its deviation from said Plan, shall constitute a breach of contract.

7-10.3 Street Closures, Detours, Barricades.

Street Closures, Detours, Barricades. No closure of any street shall be allowed unless prior written permission is obtained from the City Engineer and approval of traffic control and detour plan. If permission to close a street is granted, then the Contractor is required to notify in writing at least **five (5) working days** in advance of street closures, all directly affected properties, all emergency services, and school bus services shall be notified by the contractor in writing of the locations, time, and date of the closures. In case of schedule changes, the emergency services, etc., shall be notified by telephone at least **five (5) working days** in advance of the street closure.

7-15 RECORD DRAWINGS. At the beginning of the project, one blue-line print of each applicable drawing will be issued by the City to the Contractor for use in preparing record drawings.

Actual construction conditions shall be accurately and completely recorded on the blue-line prints by the Contractor as the project progresses. Upon completion of the work, the Contractor shall sign the record drawings and shall submit same to the City's Inspector for checking and approval prior to the Notice of Completion is filed.

7-16 HAUL ROUTES. Haul routes shall be submitted to the Engineer within **fifteen (15) consecutive calendar days** following written notice of award of contract. Haul routes shall minimize impacts on heavily traveled arterials and areas with sensitive land used including schools, hospitals, and religious and residential communities.

Minimize **idling**: Contractor shall prohibit engine idling while waiting to load or unload, if the expected wait exceeds **ten (10) minutes**.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

Facilities for Agency Personnel will not be required on this project unless specified otherwise in technical Provisions.

SECTION 402 – UTILITIES

402-1.1 LOCATION.

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

Special Provisions and/or Technical Provisions.

The Contractor shall take steps to ascertain the exact location of all underground utility facilities prior to doing work that may damage such facilities or interfere with their service. Contractor shall call Underground Service Alert, [USA] 1-800-422-4133 to verify locations.

Contractor shall locate all existing utilities, including storm and sewer laterals, within the project vicinity and shall exercise due care to ensure that existing utility facilities are not damaged during his operations. The existence of sewer mains or storm drains are evidenced by the manhole structures and catch basins. When in doubt, the Contractor shall contact the utility operator concerned before proceeding further.

The contractor shall determine the location and depth of all utilities by exploratory excavations, including service connections, which have been marked by the respective utility owners and which may affect or be affected by the Contractor's operations at least 10 working days prior to the start of any mainline or lateral trench construction. Full compensation for such work shall be considered as included in the prices bid for other items of work.

The sewer service laterals are owned by the property owners and will not be marked by the City. Sewer system atlas sheet is available upon request at the City Hall for contractor's reference. However, the City shall not guarantee the accuracy of the information. It shall be the Contractor's responsibility to locate and pothole all laterals. The Contractor at its expense shall repair sewer laterals that are damaged as the result of contractor's activities.

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, the Contractor shall assume that every property parcel will be served by a service connection for each type of utility.

Pursuant to Section 4216 of the Government Code, at least 2 working days prior to commencing any excavation, the Contractor shall contact the regional notification center (Underground Service Alert of Southern California) and obtain an inquiry identification number.

Caltrans is not req **Payment for Adjust Manhole Frame & Cover** uired be Section 4216 to become a member of the regional notification center. The Contractor shall contact Caltrans for the location of its subsurface installations.

The Contractor shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. Unless otherwise specified in the Special Provisions, payment shall be considered as included in the prices in the Bid for other items of work.

and unused property may be restricted when approved by the Engineer. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

PART 6

TECHNICAL PROVISIONS

(SUPPLEMENTS AND MODIFICATIONS TO
THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION)

**City of Pomona
Street Rehabilitation – Districts 2 & 3 – Phase I
Federal No. STPL-5070(044)
Project Worktag 67935
FD428 | CC2590 CIP
[Construction]
IFB No: 2026-08**

Technical Provisions

MOBILIZATION – BID ITEM A-1

A. GENERAL

Mobilization shall consist of all conditional notice to proceed work, securing all permits/approvals and licenses, paying all fees, preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project; and for all other work and operations which must be performed or cost incurred without other pay items on the various contract items on the project site. The following items of work shall be included in the lump sum bid for Mobilization, and no additional compensation will be allowed:

1. Mobilization.
2. Project Coordination
3. Notifications and Public Outreach
4. Project Signs

Re-mobilizations from street to street and as needed in all other circumstances by the Contractor's operations, work sequencing, revised work sequencing, scheduling, revised schedules and for all work shall be included in various other pay items. No separate payment or change orders will be allowed for any re-mobilizations related to additive alternate work which shall be included in the additive alternate work pay items.

Mobilization shall be paid 1/3 at start of construction, 1/3 at 50% completion of the work and 1/3 at 100% completion of the work. Mobilization shall also include all other costs required by the contract.

However, mobilization costs in excess of the bid amount which shall be distributed and included with the other pay items.

B. PROJECT COORDINATION

The Contractor shall be required to initiate and maintain project coordination with affected stakeholders, residents, schools, police & fire departments, solid waste collection department, utility agencies, transportation agencies and businesses throughout the course of this project.

The Contractor shall facilitate and coordinate with all transit agencies regarding affected transit routes a minimum of 4 weeks in advance of any impact to the route to minimize and eliminate adverse effects (especially closed or relocated bus stops and access to transit centers) on transit operations and transit users/customers, bus routes, bus stops, and transit centers. Known transportation agencies within the project limits are:

- Foothill Transit,
- Metro,
- Caltrans,
- Omni Trans and
- Pomona Transportation Authority

The contractor shall coordinate with each agency to determine necessary accommodations for the bus stops during the course of the project. Coordination may involve field meetings to discuss the safe passage of pedestrians, the limits where work zone will be, relocation of existing bus stop sign, bus bench, and appurtenances, and recommend phasing of work in a sequence to

cause as little impact and/or the closure of the bus stops.

Attention to business coordination shall also be included under the contractor's responsibilities.

As part of the contractor's project coordination efforts, a minimum of two (2) project specific notices shall be prepared and distributed to all residences and businesses within the project limits, whose properties lie on dead end/cul-de-sac streets that intersect with one of the project segments. Separate notices shall be prepared for each roadway segment. The minimum required notices are:

Project Information Notice (to be distributed **one week (7 calendar days) prior to the start of construction**) which includes:

- General project limits (street specific) & scope of work
- Construction timeframe & duration
- Contractor contact name and number for access needs and project questions
- **All notices shall be in English and Spanish**

Grinding and Paving, & Slurry/Cape Seal Notice (to be distributed 5 working days prior to start of grinding/paving operations) which includes:

- Description of type of work
- Specific Dates of Impacts
- Parking limitations
- Special Instructions (Trash, Access, Etc.)
- Contractor contact name and number for access needs and questions.

Contractor shall review and coordinate with City Staff regarding City's Community Events List under Appendix I and that the events shall be anticipated similar to past years.

Contractor shall coordinate with City PW inspectors, Solid Waste disposal and recycling operations personnel, and residents/businesses/etc. to ensure collection and containers are managed and handled with advance coordination, and advance notices to residents/businesses/etc. to prevent and avoid disruptions to service.

Contractor shall coordinate in advance with City PW inspectors and Geotechnical Consultant personnel to facilitate and coordinate testing needed for the work in a manner that prevents and avoids delays to the schedule for the work.

All streets are to remain open for a minimum of two (2) thru-lanes of vehicular traffic (one in each direction) for the duration of the work.

Contractor is advised that City Crews and other Contractors will be working on the same streets in this project and other streets in the City and this Contractor shall coordinate the work in this project with the work of other entities.

Contractor shall pothole proposed tree locations, existing pavement, existing and proposed utilities, foundations, and proposed underground work locations, sufficiently in advance of all respective work to identify and resolve any conflicts prior to construction and in time to avoid any delays to the work schedule. Potholing pavement in advance of the construction work to determine and verify pavement types, the presence of paving fabrics, pavement section thicknesses, and type of base is the Contractor's responsibility as part of potholing and submittals required for this project. ***Potholing operation shall occur between the hours of 9:00 A.M. to 1:00 P.M. Repairs at all potholed locations shall be full depth hot mix asphalt per City of Pomona Standard Drawing A-26-02.***

Contractor shall sequence his operations and schedule so that delays do not occur due to time needed for material and equipment delivery.

Contractor shall attend weekly progress meetings at Pomona City Hall, 505 S. Garey Avenue, Pomona, CA 91724, from the week of the conditional notice to proceed through the week of the notice of completion. At the weekly progress meetings, Contractor shall provide in a format acceptable to City Engineer: updated project schedules, work locations map for current and following 2 weeks. Contractor shall participate in the planning and forecasting of work to avoid delays and disruptions, and shall communicate with the City to anticipate resolution of foreseeable issues before they happen and to expedite resolution (time is of the essence) of issues that have already occurred. The Contractor shall attend the weekly progress meetings and shall:

- coordinate to have superintendent/foreman in attendance at all weekly progress meetings,
- be prepared to discuss all aspects of the project,
- require necessary subcontractors to also attend and perform,
- provide updated complete project CPM schedule,
- provide updated detailed 2 week look-ahead schedule, and
- updated overall project schedule

Contractor shall distribute notices acceptable to City to residents, businesses, and properties along all streets involved in the work for construction, no parking, and closures at periods of one week and again two working days prior to the related operations.

Contractor shall provide as part of required submittals: hard copy and soft/digital (Excel spreadsheet) versions of a schedule of values for all work involved with the project identifying breakdown of resources, time, material, equipment, overhead, supplier and sub-contractor costs, and all other costs included in all unit prices of the contract work.

The cost for project coordination and notification shall be included in various work items and no additional compensation will be allowed therefore.

C. CITY OF POMONA COORDINATION

The Contractor shall be responsible for coordinating with the City of Pomona to obtain the necessary encroachment permits and approvals for the work which will affect traffic signal and vehicular operations. All permitting, coordination, and other hours required to obtain approval and maintain correspondence with the City of Pomona shall be included in this bid item.

Contractor shall coordinate around other City's Capital Improvement Projects (CIP) which may include but not limited to any other Local Streets Improvement Projects, Holt Ave Corridor Improvements, Garvey Avenue Median Improvements, and any current on-going improvement projects around the project limits. Other City's improvement projects shall take precedence over these improvements.

D. CONDITIONAL NOTICE TO PROCEED

Prior to the issuance of the Notice to Proceed, the City will issue a Conditional Notice to Proceed for the items listed in the general provisions of these specification. Upon issuance of the Conditional Notice to Proceed, the Contractor shall also be allowed to pothole existing facilities to verify pavement depths and take the necessary pavement cores for the cement stabilized pulverized base (CSPB). Working days will not be charged to the contract during this period until the issuance of the full Notice to Proceed and agreement of the construction start date.

E. NOTIFICATION AND PUBLIC OUTREACH

The contractor shall keep the access open to all Pomona Unified Schools and including all other Business offices along project limits, the LA County Fire Department and Pomona Police Department at all times and coordinate his construction efforts with these entities and the City of Pomona.

A notice shall be prepared summarizing extraordinary impacts to specific residences and those stakeholders mentioned as required by the City Engineer. Full compensation for complying with the work contained in this section shall be included in this bid item and no additional compensation will be allowed therefore.

F. PROJECT SIGNS

The Contractor shall provide and install project information signs. **Two signs shall be installed along Lexington Avenue** for the duration of work. The signs shall be mounted onto a 4'X8' plywood board, and supported by wood posts with bracing and skids as directed. The finish and lettering of the sign shall be as directed by the City.

The Contractor shall erect the sign using 4in.x4in. spf lumber posts and skids and the attached City specifications install at locations designated by the Engineer. The erection of the signs shall be designed to be stable when subjected to high wind gusts. The Contractor shall maintain the sign for graffiti and shall provide a new sign if the graffiti or other event which damages the sign cannot be repaired. The Contractor may apply an anti-graffiti coating or cover the sign with clear Plexiglas as an alternative. The conditions for sign maintenance would remain the same; resulting in sign-replacement or Plexiglas replacement. At the end of construction, the Contractor shall be responsible for removal and return to the City.

The signs shall incorporate the required information as shown in the attached plan provided by the City (Appendix B). The Contractor shall submit a draft copy of the Project Sign and Grant Sign to the Engineer for approval before fabrication.

Full compensation for complying with the work contained in this section shall be included in this bid item and no additional compensation will be allowed therefore.

G. MEASUREMENT & PAYMENT

Measurement & Payment for Mobilization shall be 1/3 at start of construction, 1/3 at 50% completion of the work and 1/3 at 100% completion of the work and in Section 9-3.4 of the standard specifications, including but not limited to all activities, equipment, supplies, materials, transportation, facilities, and cleanup, and the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project; and for all other work and operations of the Contractor's forces which must be performed or cost incurred, without other pay items on the various contract items on the project site under the Contract. Payment shall be made as the work proceeds and shall constitute full compensation for the completion of the work.

NPDES/WATER POLLUTION CONTROL/SWPPP – BID ITEM A-2

A. GENERAL

The Contractor shall conform to the requirements of the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities, NPDES General Permit No.CAS000002 (Order No. 2022-0057-DWQ), and the Waste Discharge Requirements for the County of Los Angeles and the Regional Water Quality Control Board for the Los Angeles Region. The Contractor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed and addresses his or her anticipated construction operations and meets the intent of the NPDES requirements.

The Contractor shall utilize Best Management Practices (BMP's) during construction to ensure that sediment from storm runoff and construction activities does not enter storm drains. Some of the primary Water Pollution Control measures anticipated for this project include, but are not limited to, covering all storm drains inlets in the project vicinity with water permeable fabric and gravel bags prior to performing any AC grinding, removal or paving operations; properly fueling and cleaning all equipment/vehicles; maintaining an ample supply of gravel/sand bags on-hand when excavating new PCC sidewalk/ramp/curb/gutter improvements in the event of rain; properly containing all PCC treatment materials such as the coloring agents, exposed aggregate etching chemicals and surface treatment chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all out going debris hauling vehicles; providing restroom facilities for workers; posting the site-specific WDID number in a location viewable to the public, and regular street sweeping of the work area and haul routes to the satisfaction of the City of Pomona. The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. Regional Water Quality Control Board Los Angeles Region
2. County of Los Angeles
3. City of Pomona & NPDES General Permit Requirements (No. CAS000002 and Order No. 2022-0057-DWQ) including BMP's

The Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) and shall be implemented by the Contractor. The Contractor shall apply for a permit and submit a Notice of Intent (NOI), Notice of Termination (NOT), any compliance and monitoring data, and annual reports when required using the Stormwater Multiple Application and Report Tracking System (SMARTS).

The SWPPP shall remain on the construction site while the site is under construction, during working hours, commencing with the initial construction activity, and ending with Notice of Termination. The Contractor shall submit for City acceptance, a SWPPP addressing the Contractor's plan for managing run-on and runoff during all phases of construction. The SWPPP shall contain describe installation, operation, inspection, maintenance, and monitoring activities that will be implemented for compliance with the requirements listed above, and must also address any wastewater or storm water runoff from the project site including, but not limited to the following:

1. No placement of construction materials where they could enter storm drain system, which includes gutters that lead to catch basins.
2. Checking construction vehicles for leaking fluids.
3. Providing a controlled area for cleaning or rinse-down activities.
4. Monitoring construction and demolition activities.
5. Minimizing usage of water when saw-cutting and vacuum the residue.
6. Providing measures to capture or vacuum-up water contaminated with construction debris.
7. Removing any construction related debris on a daily basis.
8. Protecting work areas from erosion.
9. Monitoring and controlling of any dewatering discharges.

The Contractor's SWPPP preparer shall be a certified QSD in good standing and shall have been trained to prepare SWPPPs and shall have previous experience with preparing SWPPPs on a previous project similar in scope and magnitude.

The Contractor shall designate a Qualified SWPPP Practitioner, hereafter referred to in this section as the "QSP," that shall have been trained to implement the SWPPP. Contractor's QSP shall:

1. Fulfill all the responsibilities of the QSP as outlined in the 2022 CGP. The QSP shall not delegate the conduct of inspections as required by the 2022 CGP.
2. Be responsible for all water pollution control work.
3. Be the Engineer's primary contact for all water pollution control work.
4. Have the authority to mobilize resources (crews, supplies, equipment, etc.) to make immediate repairs of water pollution control measures or to supplement water pollution control measures to maintain compliance with all federal, state, and local laws, ordinances, and regulations related to the protection of water quality, including the Municipal Permit.
5. Be responsible for inspecting water pollution control practices identified in the SWPPP.
6. Be responsible for the inspections and reports for all monitoring required in the 2022 CGP.
7. Be responsible for sampling and analysis, as required by the 2022 CGP.
8. Be responsible for the preparation and submittal of all SWPPP documentation, including inspection reports, weather monitoring reports, NAL exceedance reports, SWPPP Annual Reports, Notice of Termination, and other information as required by the 2022 CGP.
9. Coordinate with Contractor's QSD as needed to comply with requirements of the 2022 CGP.

The SWPPP will be approved by the Engineer prior to any work. The City of Pomona will monitor the adjacent storm drains and streets for compliance. Failure of the Contractor to follow BMP implementation and monitoring plans will result in immediate cleanup by City and back-charging the Contractor for all costs plus 15 percent.

If, during construction operations, field conditions change in a manner which, in the opinion of the Engineer, significantly deviates from how the SWPPP, as approved by the Agency, addressed the current construction operation, the Engineer may direct the Contractor to revise the current construction operation and/or the SWPPP. Such directions will be made in writing and will specify the items of work for which the SWPPP is inadequate. No further work on these items will be permitted until the Contractor revises the construction operations to the satisfaction of the Engineer and/or until the Contractor submits a revised SWPPP and receives Agency approval. The Engineer will notify the Contractor of the acceptance or rejection of the revised SWPPP within seven (7) working days from the date of submittal.

B. MEASUREMENT & PAYMENT

Measurement & Payment for NPDES/WATER POLLUTION CONTROL/SWPPP, including Quality Assurance Plan Compliance shall be on a **lump sum (LS)** basis and shall be 1/3 at start of construction, 1/3 at 50% completion of the work and 1/3 at 100% completion of the work and in Section 9-3.4 of the standard specifications, including but not limited to all activities, equipment, supplies, materials, transportation, facilities, and cleanup, and the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project; and for all other work and operations of the Contractor's forces which must be performed or cost incurred, without other pay items on the various contract items on the project site under the Contract, including the preparation, implementation and maintenance of BMP's on the construction site, all fees in preparation of the SWPPP and filing for the NOI, NOT, sampling, analysis and reporting all NPDES related work and activities. Payment shall be made as the work proceeds and shall constitute full compensation for the completion of the work.

CONSTRUCTION SURVEY AND MONUMENT PRESERVATION – BID ITEM A-3

A. GENERAL

Prior to any construction activities, all monuments, centerline ties, and any other survey markers within the project limits shall be located and recorded by a State of California Licensed Land Surveyor. No work will be authorized until the Contractor submits the required documentation to the City. Upon completion of construction, conflicting monuments, centerline ties, and other survey markers obliterated during construction shall be replaced in-kind per Section 309 of the SSPWC and per the California Professional Land Surveyor's Act, latest edition. Corner records for all applicable intersections shall be filed with the County of Los Angeles prior to and after construction activities with copies of recordings provided to the City. All work involved shall conform to the California Professional Land Surveyor's Act, latest edition.

Construction Survey included qualified personnel, equipment, and supplies required for, but not limited to project control, grading, paving and additional items included in the contract documents.

B. MEASUREMENT & PAYMENT

Measurement & Payment for Construction Survey and Monument Preservation shall be on a **lump sum (LS)** basis for all work involved with impacted monuments, centerline ties and survey markers due to all construction activity and shall include furnishing all materials, labor, and equipment necessary to perform all operations involved with resetting obliterated monuments, centerline ties, and other survey markers. Work shall also include all work involved with filing corner records prior to and after construction in conformance with the California Professional Land Surveyor's Act, latest edition and County of Los Angeles requirements, and providing documentation of same to the City.

TRAFFIC CONTROL & ELECTRONIC SIGNS – BID ITEM A-4

A. GENERAL

It shall be the Contractor's responsibility to furnish detailed Traffic Detour and Control Plans for CITY approval. Traffic Detour and Control plans shall be prepared by a California registered Civil or Traffic Engineer and submitted for plan checking prior to the start of construction.

Said plan shall identify construction phasing, which shall not disrupt existing traffic circulation patterns. Delineation shall be in accordance with the latest version of the California Manual on Uniform Traffic Control Devices as approved by the City Traffic Engineer. No street closures shall be proposed or made without the prior approval of the ENGINEER and other agencies involved. All work shall conform to the SSPWC and the "California Manual on Uniform Traffic Control Devices" (CA-MUTCD). Unless otherwise specified, this item shall include full compensation for street closures, detours, grading, restoration, signs, flagmen, barricades, flashers, temporary striping, removal and replacement of miscellaneous signs, fences and all appurtenances related to providing traffic control for the project.

No street or access closure to through traffic will be allowed to be proposed or implemented without the approval of the ENGINEER.

Electronic message signs (EMS) shall be provided on each roadway segment per section 7-10.1. A minimum of four (4) EMS shall be in place one week prior to any roadway operation that will have impact on the street. EMS shall remain in place until the work is completed on the roadway segment. It shall be the contractor's responsibility to maintain, update and move the EMS as required and directed by the City.

The Contractor shall provide advance electronic message signs (EMS) for road closures requiring detours and for lane closures at appropriate locations prior to entering the detour or lane closure area in each affected direction. These signs are in addition to the advance notification EMS discussed in the supplemental provision (Section 7-10.1).

Traffic control also includes all additional materials, equipment and labor to construct driveways one-half (1/2) at a time.

Steel plate covers shall be installed over all open trenches at the close of construction each day so that a minimum of one (1) travel lane in each direction can be maintained during non-construction hours. Recess (flush) installation of steel plates is required on all asphalt streets and ramping (1v:24h) with asphalt is required on all concrete streets.

“No Parking” signs must be posted a minimum of 48 hours in advance, but not more than 72 hours prior to the period needing enforcement. Tow-away, No Parking signs must include:

BY ORDER OF THE POLICE DEPT, C.V.C. 22651 (L) / 22658 (A)

All necessary temporary striping is included as part of the traffic control bid item.

B. PHASING REQUIREMENTS:

General Traffic Control/Phasing Requirements:

A minimum of one (1) travel lane of eleven (11) feet (minimum) in each direction shall be maintained on all paved streets within the construction zone at all times wherever possible. If one travel lane in each direction is not possible during construction, the Contractor shall follow the requirements stated in Section 7-10.1, which require flaggers and pilot cars for lane closures. Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction. Access shall be provided to all intersecting local streets and driveways at all times. Utility adjustment will be permitted during daylight hours. The Contractor shall submit a plan detailing the delineation and protective measures to be undertaken for CITY and other agencies' approval.

All asphalt concrete paving operations shall be performed exclusively during daylight hours; night-time paving work is strictly prohibited. Conversely, all pavement striping and marking operations shall be performed during night-time hours, unless otherwise directed by the Engineer. Contractor shall confirm the timing of work prior to beginning work. The Contractor shall comply with all local noise ordinances. Portable light plants and equipment shall be shielded to prevent glare into oncoming traffic and adjacent residential properties. All night-time operations shall conform to the latest CA MUTCD standards for night-time lighting and traffic control. High-visibility safety apparel (Class 3) for all personnel is mandatory. Night-time work does not exempt the Contractor from the requirement to maintain access to all intersecting local streets and driveways unless specific prior written coordination with the affected property owners is documented and approved by the CITY.

The Contractor will not be allowed to excavate and leave open any parkway or roadway improvements over any weekend or holiday. The Contractor shall schedule and phase the work accordingly to ensure that all initiated work is completed before the start of any weekend or holiday.

Contractor shall sequence his operations and schedule so that streets within school zones are prioritized to be completed prior to one week prior to the end of summer vacation. Work on streets within 3 blocks and within 3 signalized intersections radius of all schools shall be completed in Summer Recess between June 1, 2026 and August 12, 2026.

Site Specific Locations:

- **Garey High School:** **321 W Lexington Avenue**
- **Lexington Elementary School:** **550 W Lexington Avenue**
- **Fremont Academy of Engineering and Design** **725 W Franklin Avenue**
- **Simons Middle School** **900 E Franklin Avenue**

C. NOTIFICATION AND PUBLIC OUTREACH

The contractor shall keep the access open to all Pomona Unified Schools and including all other Business offices along project limits, the LA County Fire Department and Pomona Police Department at all times and coordinate his construction efforts with these entities and the City of Pomona.

A notice shall be prepared summarizing extraordinary impacts to specific residences and those stakeholders mentioned as required by the City Engineer. Full compensation for complying with the work contained in this section shall be included in this bid item and no additional compensation will be allowed therefore.

The contractor's schedule shall be prepared so that start and completion of pavement work occurs while adjacent schools at impacted blocks are in summer recess or outside of normal working hours to allow full access. Contractor shall submit phasing schedule prior to said improvements for City's review. School vicinity is defined as project limit within three (3) signalized intersection of a school site.

D. MEASUREMENT & PAYMENT

Measurement & Payment for Traffic Control & Electronic Signs shall be on a **lump sum (LS)** basis and shall include compensation for all traffic control activities including but not limited to labor, materials, tools, equipment for temporary Asphalt Concrete, Cold and Hot Mix installation as well as the removal for all work involved in Traffic Control as specified, including preparation of Traffic Control Plans and obtaining CITY and other agencies plan review, approval and permits, install and maintain temporary construction signs, delineators, cones, flashing arrow signs, portable changeable message signs, street closures, detours, temporary striping, barricades, temporary traffic signals, steel plates, one-half width at a time driveway construction, and other safety devices, as required for public safety in Section 7-10 "Public Convenience and Safety" of the Standard Specifications for Public Works Construction (SSPWC) and the Special Provisions or as directed by the Engineer. No separate payment will be made for traffic control, and no further compensation will be allowed therefore.

PUNCH LIST – BID ITEM A-5

A. GENERAL

Punch List shall consist of all labor, equipment and materials required to prepare, complete and restore all punch list items to the City's satisfaction. No partial payment will be allowed until all punch list items, restoration, clean up, demobilization, as-builts, operation and maintenance manuals/documents, and prevailing wage submittals are completed and provided to the City and accepted by the City Engineer. Costs not included in this bid item shall be included in various bid items of work.

B. MEASUREMENT & PAYMENT

Measurement & Payment for Punch List shall be on a **lump sum (LS)** basis as defined in Section 9-3.4, including but not limited to all activities, equipment, supplies, materials, transportation, facilities, and cleanup, associated with the completion of all punch list items, as-builts, O&M Manuals, submittal of all required prevailing wage forms and all other required items. No further compensation will be allowed separately from bid items.

COLD MILL 4" AC W/ CRACK FILL & SEAL – BID ITEM A-6

A. GENERAL

All associated clearing and grubbing work shall be included in the bid items in this section and no additional payment will be allowed. Clearing and grubbing work shall be done in accordance with Section 300-1, "Clearing and Grubbing" of the Standard Specifications

Subsection 404, "Cold Milling," of the Standard Specifications is supplemented by the following:

Cold milling shall be a variable or constant depth cut for the various widths of cold millings called for on the plans. Variable depth and uniform depth cold milling shall be included under the same bid item based on the depth noted in the bid item.

All pavement fabric shall be removed and disposed as part of this bid item, regardless of depth.

All cold milling shall conform to the details shown on the plans and these Special Provisions. All temporary striping required after cold milling operations shall be installed per City Standards. All required temporary striping shall be considered paid for under the bid item for Traffic Control. No additional compensation will be allowed.

The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done. The machine used for cold planning shall have performed satisfactorily on similar work and meet the following requirements:

The Planning Machine shall be specially designed and built to perform cold planning of bituminous pavement with the ability to plane concrete patches and remove existing pavement fabric. The cutting drum shall be a minimum of sixty (60") inches wide with carbide tip cutting placed in variable lacing patterns to provide various finishes. The machine shall be capable of operation at speeds ranging from 0 to 40 FPM. It shall be self-propelled and have a water spray at the cutting drum to minimize dust. The machine shall be capable of removing the material next to the gutter of the pavement being reconditioned and so designed and the operator thereof can at all times observe the planning operation without leaving the controls. The cutting drum shall be adjustable as to slope and shall deep cut in one pass a maximum of three (3") inches without producing fumes or smoke.

Ski arms are only required in areas where the milled surfaces will be overlaid and not fully reconstructed. Ski arms to improve smoothness of grinding operations are required with a minimum 30 foot long arm.

The Contractor shall provide a smaller machine to trim areas inaccessible to the larger machine at manholes, curb returns and intersections. The smaller machine shall be equipped with a twelve (12") inch wide cutting drum mounted upon a three (3) wheel chassis allowing it to be positioned without interrupting traffic and pedestrian flow.

During the operation the Contractor shall sweep the street with mechanical equipment and remove all loose material from planed areas. In addition, all existing asphalt/slurry buildup on the concrete gutter shall be removed and the cost thereof shall be included in the unit price of cold planing cost, no additional compensations shall be paid. The Contractor shall abate dust nuisance by cleaning, sweeping and sprinkling with water or other means as necessary.

Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by a vacuum sweeper and properly disposed. Sweeping is to take place immediately after the grinding has been completed and as directed by the Engineer. No washing of any residue into gutters and/or drainage structures shall be allowed. The Contractor shall cover and protect all storm drain inlets prior to the start of cold milling operations.

All pavement transitions and temporary striping/markings shall be in place prior to the opening of a lane for traffic. Any pavement grade differential between adjacent lanes that will, with the permission of the Engineer, remain during non-working hours shall be indicated with the appropriate warning signage.

Cold mix A.C. shall be placed and maintained at the interface between milled and non-milled areas to eliminate the hazard caused by sudden elevation differences, especially in pedestrian path of travel areas adjacent to wheelchair ramps, and shall be removed prior to placement of surface course pavement.

The Contractor shall provide access and detours at all times for pedestrian facilities when cold milling. The Contractor is to notify the Engineer at least two (2) working days prior to and immediately after the cold mill operations so that observations and measurements may be made of areas before the placement of permanent asphalt.

Existing pavement thicknesses, as measured by the City's geotechnical investigation, have been provided on the plans and in these specifications for reference purposes only. It shall be the contractor's responsibility to verify the existing pavement thickness and to adjust field operations accordingly in order to properly construct the proposed improvements.

No additional compensation will be allowed for removal or disposal of any Petromat/pavement reinforcing fabric or other materials, which may require special handling or disposal.

B. PHASING REQUIREMENTS

Final paving shall occur within 3 working days of the cold milling operations on all streets where the pavement is to be overlaid and not reconstructed, unless approved by the Engineer.

In areas where the pavement is to be reconstructed, traffic will not be allowed to drive on cold milled surfaces, unless approved by the Engineer. The cold milling shall be done in phases.

C. CRACK SEAL & WEED ABATE

Also included under this bid item will be the weed abatement and crack sealing of the milled asphalt pavement surface. After the milling operations and prior to placing the asphalt surface course, all cracks greater than or equal to 1/4 inch in width shall be routed and cleaned of existing vegetation via use of high pressure air, sprayed with soil sterilant and filled with crack filler. The pavement surface should be warm, dry and free of any dust, dirt and deleterious material before applying the crack sealant.

In areas where an asphalt concrete leveling course is specified, existing cracks or holes 1/4 inch

or larger shall be cleaned of all debris and vegetation. Filling of these cracks and holes shall be accomplished by constructing the leveling course as specified elsewhere herein.

In areas where an asphalt concrete leveling course is not specified, existing cracks or holes, 1/4 inch or larger, shall be cleaned and filled or repaired with liquid asphalt, cold mix, hot mix or as directed by the Engineer. Existing cracks smaller than 1/4 inch shall be cleaned of vegetation only.

Cleaning of cracks or holes shall be by power brooming, compressed air or other approved methods.

Contractor shall use Asphalt-Vulcanized Rubber Crack Sealant material, Poly Flex Type 3 Crafcro Sealant or equal.

Crack preparation, sealing, and weed abatement will be included in the various items of work, and no additional compensation will be allowed therefore.

D. MEASUREMENT & PAYMENT

Measurement & Payment for Cold Mill 1.5" AC w/ Crack Seal & Fill, Cold Mill 3" AC w/ Crack Seal & Fill shall be on a **Square Foot (SF)** basis and shall include furnishing all labor, equipment, tools and materials necessary for the cold milling of asphalt concrete pavement/aggregate base to depths shown on the plans. The price of this item shall include milling the pavement to be removed, any required clearing and grubbing, the disposal and hauling of material removed, including pavement fabric (as applies), cleaning and filing cracks and preparing cracks for overlay as described herein, all debris, traffic control as described herein, scarification and re-compaction of exposed base/subgrade in areas where entire pavement section is removed, removal of unsuitable subgrade material as directed by the Engineer, native-material, and grindings from cold milling on the job site, and incidentals for doing the work involved in cold milling asphalt concrete surfaces as defined in Section 404, and no further compensation will be allowed therefore.

CONSTRUCT 3/8" THICK ARAM (ASPHALT RUBBER AGGREGATE MEMBRANE) INTERLAYER – BID ITEM A-7

A. GENERAL

This Bid Item shall include the work in accordance with Section 203-12 and 302-10 "Asphalt Rubber and Aggregate Membrane" of the Standard Specifications. ARAM should include 3/8" stones.

Stockpiling of screenings after preheating and precoating with paving asphalt may be permitted, and screenings may be spread at ambient temperatures only under the condition that a heater is provided capable of uniform heating of the screenings in-place over a full width 10 to 14 feet to a temperature above 140 °F prior to rolling. The heater shall be fully functional on-site at time of spreading the screenings. The heating panel shall be adjustable in height above screenings, such height being uniform above the surface. The heater shall be propane fired.

B. MEASUREMENT & PAYMENT

Measurement & Payment for Construct 3/8" Thick ARAM Interlayer shall be on a **square foot (SF)** basis for all work involved and shall include furnishing all labor, equipment, tools and materials necessary, and as directed by the Engineer. No further compensation will be allowed therefor.

CONSTRUCT 2.5" AC (B2-PG 64-10) – BID ITEMS A-8

A. GENERAL

All street to street remobilizations and demobilization work shall be included in the bid items in this section and no additional payment will be allowed.

Section 302-5, "Asphalt Concrete Pavement," of the Standard Specifications is supplemented by the following:

The asphalt concrete base course shall be B2-PG 64-10.

The asphalt concrete surface course, where not specified as ARHM or FRARHM, shall be Class C2-PG 64-10.

Existing pavement markers shall be removed flush with the existing pavement prior to constructing asphalt concrete pavement.

Where asphalt concrete pavement is designated to be constructed on existing aggregate base, the existing base shall be compacted and graded in accordance with Subsection 301-2.3, "Compacting," of the Standard Specifications.

The asphalt concrete pavement shall be spread with a self-propelled mechanical spreading and finishing machine.

The Contractor shall have sufficient workers and equipment necessary to accomplish proper placement and compaction of the asphalt concrete pavement to the satisfaction of the Engineer.

Ski arms to improve smoothness of paving operations are required on all paved streets with a 30 foot minimum length arm for paving.

B. TACK COAT

Section 302-5.4 "Tack Coat" of the Standard Specifications are supplemented by the following:

A tack coat shall be applied uniformly upon the existing pavement planes and joints, gutters, inlets, manholes, etc. prior to placing the asphalt concrete. The tack coat shall be SS-1h emulsified asphalt per Section 203-3. The surface to be covered shall be free of water, foreign material, vegetation or dust before application of the tack coat.

The area to which tack coat has been applied shall be closed to public traffic. Care shall be taken to avoid tracking tack material onto existing pavement surfaces beyond the limits of construction. Existing striping and pavement markings which have been tacked with tack coat shall be repainted at the Contractor's expense. Certain driveways which are heavily used during hours of construction as determined by the Engineer, shall remain open as long as possible, and tack shall be applied to areas along said driveways as soon as possible before the asphalt is placed, or the Contractor may provide some means of protecting the tack coat while traffic passes over it. The means of protection shall be utilized only after approval by the Engineer.

The Contractor shall clean existing concrete and asphalt surfaces of any tack coat tracked onto them, to the satisfaction of the Engineer.

A tack coat **shall** be applied between each course of paving regardless of when the previous course of asphalt was laid. The contractor shall not be allowed to omit the tack coat for any

circumstance unless approved by the Engineer.

C. MEASUREMENT & PAYMENT

Measurement & Payment for Construct 1.5" AC (B2-PG 64-10) shall be on a **Per Ton (TON)** basis and shall be measured by tallying the total material delivered to the site per certified material tickets and subtracting any spoil/un-qualified asphalt from the total figures as agreed to in the field based on the day's operations. This work item shall include furnishing all labor, equipment, tools and materials necessary for the surface preparation, certified weigh tickets, and incidentals and for doing all the work involved, including furnishing, application of tack coat to all exposed surfaces, paving of the asphalt concrete, protection of the paved surface, traffic control and all incidentals for doing the work involved in asphalt concrete paving as defined in Section 302-5, and no further compensation will be allowed therefore. Asphalt concrete used for slot paving, temporary asphalt ramping, and any other source other than the pavement overlay/base paving locations shall not be included in this bid item.

CONSTRUCT 1.5" AC (ARHM-GG-CC) – BID ITEM A-9

A. GENERAL

This Bid Item shall include the work in accordance with Section 203-11 and 302-9 "Asphalt Rubber Hot Mix" of the Standard Specifications. Paving asphalt to be used in ARHM shall be PG64-16 per table 203-1.2(A) in the SSPWC.

B. ASHALT RUBBER HOT MIX (ARHM)

Asphalt rubber pavement shall conform to the requirements of the Standard Specifications Section 203-11, "Asphalt Rubber Hot Mix (ARHM) - Wet Process."

Asphalt rubber shall be used for the surface course only. The surface course is defined as the final layer of asphalt placed above the cold milled or leveling course surface. Required base courses shall be constructed with asphalt concrete pavement as specified elsewhere herein. The surface course of new or repaired pavement and that of adjacent pavement to be resurfaced shall be constructed together.

Asphalt Rubber Hot Mix shall be ARHM-GG-C, gap-graded.

Asphalt concrete shall be placed with a paving machine equipped with a "Preco" attachment or similar device for use in obtaining constant cross- slope and maximum joint quality.

All surfaces to be overlaid shall be cleaned by the use of a broom and a vacuum sweeper. The overlaid surface shall be free of water, dust, or foreign material before tack coat is applied. All raised pavement markers shall be removed prior to the placement of any asphalt concrete overlay. Removal of all AC slurry seal residue from gutter edge should be completed prior to paving.

The Contractor shall utilize a paving machine equipped with an automatic adjusting screed, which is actuated by a 30-foot "ski", for the entire ARHM-GG overlay.

Breakdown compaction shall be performed with a two-axle or three-axle tandem or three-wheel roller weighing not less than 12 tons for all ARHM-GG lift thickness of four (4) inches or less. Breakdown compaction shall be performed with a vibratory roller weighing not less than 12 tons for all ARBM-GG lift thickness between two (2) and four (4) inches. When more than one layer of ARHM-GG is required, the layers shall be of equal thickness.

Ski arms to improve smoothness of paving operations are required on all paved streets with a 30 foot minimum length arm for paving.

C. ROCK DUST BLOTTER

Rock dust blotter material shall be required immediately after the completion of the "finish rolling" and prior to opening to traffic to prevent bleeding and tracking of the asphalt rubber material.

All excess rock dust blotter shall be removed from the street at the end of each workday. The removal of the rock dust blotter shall include removal from adjacent streets as needed. No excess rock dust blotter shall be left on any street after normal work hours. The cost of this application will be included into the contract unit price bid for ARHM.

D. MEASUREMENT & PAYMENT

Measurement & Payment for Construct 1.5" AC (ARHM-GG-CC) shall be on a **Per Ton (TON)** basis for all work involved and shall include furnishing all labor, equipment, tools and materials necessary, and as directed by the Engineer. No further compensation will be allowed therefor.

CONCRETE IMPROVEMENTS

A. GENERAL

Section 302-6, "Portland Cement Concrete Pavement," and Section 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways," of the Standard Specifications are supplemented by the following:

Portland cement concrete improvements shall be constructed in accordance with the details shown on the Plans and the City of Pomona Standard Plans, included herein. Concrete shall be specified by class and shall be in conformance with Table 201-1.1.2(A), or as shown on the plans.

High-early strength concrete shall be used for bus pads, cross gutter, all driveways, and alley approaches to comply with the requirements in the latest SSPWC, Section 7-10 "Public Convenience and Safety." High-early strength concrete shall achieve a compressive strength of 2,500 p.s.i within 48 hours of pouring and at least 5,000 p.s.i. after 28 days.

It shall be the responsibility of the Contractor to protect wet concrete from graffiti. All newly poured concrete items observed to have graffiti markings left in the wet concrete or etched in the new surface prior to the acceptance of the project shall be removed and replaced by the contractor at no additional cost to the City.

All concrete removal and replacement work items shall be completed prior to grinding and paving any of the adjacent roadways.

When "slot paving" is required for concrete construction, as shown on the Plans, said paving shall be considered as included in the unit prices bid for the associated concrete improvements, and no additional payment will be made therefore. Slot paving shall consist of asphalt concrete (match existing section) on full depth 2-sack slurry mix where a sawcut is required in asphalt pavement, and as directed by the Engineer.

The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

For all concrete removals and replacements, the Contractor will not be allowed to excavate more

locations than can be poured and completed by the end of the work week. All concrete removals shall be replaced by end the of the work week and completed in place unless authorized by the Engineer.

B. SOIL STERILANT

All concrete construction work items shall require the application of soil sterilant. The Work to be done hereunder consists of furnishing and applying soil sterilant in the locations where subgrade is exposed, and as directed by the Engineer. The sterilant shall be applied prior to constructing the concrete improvements and applied to a width of 1 foot adjacent to curbs, around pull boxes, light standards and where directed by the Engineer.

The sterilant material shall be a bromacil compound containing not less than 80 percent 5-bromo-3-sec-butyl-6 methyluracil mixed with water and a surfactant (wetting agent). The mixture composition shall be in the proportions of 6 pounds of bromacil compound and one gallon of surfactant to 100 gallons of water.

The sterilant shall be mixed on the Work site in the presence of the Engineer and shall be continuously agitated and applied with spray equipment having power agitators, spreader booms or bars and hand spray hoses such as to provide controlled, uniform applications.

Sterilant mixture, including water, shall be furnished and applied, under the direction of the Engineer, at a rate of 0.04 gallon per square yard.

Payment for soil sterilant will be included in the various items of work and no additional payment will be made therefore.

REMOVE AND REPLACE SIDEWALK PER CITY OF POMONA STD. PLAN NO. A-7-02 – BID ITEMS A-10 & AA-1

A. GENERAL

All associated clearing and grubbing work shall be included in the bid items in this section and no additional payment will be allowed. Clearing and grubbing work shall be done in accordance with Section 300-1, "Clearing and Grubbing" of the Standard Specifications

Concrete sidewalk shall be constructed to the line, grades and designs shown on the plans or as ordered by the Engineer. Any and all gas or water meter boxes falling within the limits of sidewalk construction shall be adjusted to the finished grade of the new sidewalk as part of this work item unless specifically called out as a separate work item on the plans.

Sidewalk score lines shall have a minimum finished depth of ½-inch. Walkway replacement needed to join new sidewalk shall be in-kind (surface texture, aggregate, finish, etc.) to the walkway removed or as directed by the Engineer's representative.

A sidewalk ½-inch radius edging tool is be used to finish the edges of all curbs.

Infill and compaction of suitable base material will be required under certain portions of sidewalk. Contractor shall include the cost of material, labor and compaction of such material in the unit price per bid.

The contractor shall verify existing grades in order to ensure full ADA compliance.

Any appurtenant PCC Improvement constructed as part of this project and not included with a unit price bid quote or otherwise covered for payment herein shall be paid at the unit price for

Sidewalk per square foot prorated to reflect the true amount of PCC material being constructed, as approved by the Engineer's Representative. The prorated unit price bid for the appurtenant PCC improvement shall include all costs of subgrade preparation, and the excavation, furnishing and compacting of backfill material and no additional compensation will be allowed therefore.

B. REMOVAL

Section 401, "Removal" of the Standard Specifications is supplemented by the following. Sawcut, excavation, removals, haul away, and fill necessary for these bid items shall be included and no additional compensation will be made thereof. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. Removal of the existing PCC shall not cause excessive noise or vibration. The use of a drop hammer or other device to crack or crush the PCC will not be allowed.

C. MEASUREMENT & PAYMENT

Measurement & Payment for Remove And Replace Sidewalk Per City of Pomona Std. Plan No. A-7-02 and Construct PCC Sidewalk per City of Pomona Std. Plan No. A-7-02 shall be on a **Square Foot (SF)** basis and shall include furnishing all labor, equipment, tools and materials necessary for the item of work including construction of new sidewalk including coordinating with the City Inspector to verify locations and limits, removals not included in other bid items, required clearing & grubbing, preparation of subgrade, construction of work item, adjustment of miscellaneous parkway items found within the limits of construction, finishing and protection of the work item and no further compensation will be allowed therefore. Measurement of this bid item shall not include the area of any planter areas, and shall only include the actual PCC surface area as measured in the plan view.

REMOVE AND REPLACE EXISTING PCC CURB AND GUTTER PER CITY OF POMONA STD NO. A-3-64 - BID ITEM A-11

Saw-cutting, removal and disposal of existing improvements is included in this bid item.

Sawcut, removal and replacement of 2' slot paving with 2-sack PCC slurry adjacent to all curb or curb and gutter shall be required.

This bid item also includes removal and disposal of existing material and the installation and compaction of 6" CMB underneath all segments of new curb or curb and gutter and adjacent pavement.

Prior to removal, contractor shall field verify the join limits to ensure there will be positive fall between the removal limits and bring to the City's attention any locations that will not drain properly. Limits shall be adjusted per field conditions to ensure positive drainage is achieved on all new curb & gutter.

Curb and Gutter Removal and Replacements shall match the existing curb height and gutter width for the adjoining segments. This item also includes forming and pouring any portion of depressed curbs at driveways that fall within the removal and replacement limits.

Prior to placement of these improvements, contractor shall grind or prune all obstructing roots if present and per the root pruning specifications.

Prior to acceptance of any curb and gutter, the Contractor shall water flow test each segment of curb and gutter to ensure that ponding of water does not occur within the limits of new construction.

A sidewalk ½-inch radius edging tool is to be used to finish the edges of all curbs.

Curb and gutter constructed in conjunction with or as a result of new curb ramp, alley approach or cross gutter construction limits shall not be included as part of this bid item. All such curb and gutter shall be included in the unit price for the respective bid items and no further compensation will be allowed.

Measurement & Payment for Remove and Replace Existing PCC Curb & Gutter per City of Pomona STD. No. A-3-64 shall be on a **Linear Foot (LF)** basis and shall include furnishing all labor, equipment, tools and materials necessary for the removal of existing and construction of new curb & gutter including coordinating with the City Inspector to verify locations and limits, removals, preparation of subgrade, installation of base, construction of work item, finishing and protection of the work item and no further compensation will be allowed therefore.

REMOVE AND REPLACE PCC CURB RAMP PER CITY OF POMONA STD NO. A-28-10 - BID ITEM A-12

Concrete Curb Ramps shall be per City of Pomona Standard Plan A-28-10, case and type per plans. Concrete shall be Class 520-C-2500.

The geometry shown on the plans is representational. The final limits and geometry of the required curb ramp shall be verified and placed in the field by the contractor in order to ensure the required grades and clearances are obtained.

Curb and Gutter Shall be included in the limits of the Curb Ramp which includes the sawcutting and full AC reconstruction of a 3' wide (slot pavement with 2-sack PCC slurry) portion of AC pavement adjacent to the curb and gutter in order to achieve the required 5% maximum grade for 4' adjacent to the curb face. A minimum of a 3' saw cut and pavement replacement will be required in all areas of curb return replacements adjacent to existing pavement not slated for grind and overlay. In locations for a 3' slot pave with 2-sack PCC slurry is inadequate at achieving the required 5% maximum grade and would create adverse driving conditions for the 1' transition, each location shall be individually documented in the construction project files justifying the reason for non-compliance. The proposed pavement section shall be full depth asphalt paving to match the existing pavement section thickness.

Construction of any necessary retaining curbs at the back of ramp or wings of the ramp are included as part of this bid item. The contractor shall install retaining curbs within the ramps to ensure that the constructed ramp is fully ADA compliant while joining existing grades at the back of walk/ramp.

All work within the 1' rumble strip at grade breaks of the sidewalk shall be considered as part of the curb ramp. All work past the 1' rumble strip, which has been approved by the engineer, shall be considered as extra sidewalk or curb and gutter items and will be paid for per the respective unit price.

Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. All sawcut locations along existing cross gutters shall be cut in a curve conforming to the existing curb return and shall be cut at a set offset from the flow line as approved by the City Engineer. The flow line shall be maintained, ensuring that ponding does not occur in the existing cross gutter.

Any and all Traffic Signals, or pedestrian push button poles, traffic signal poles and other surface mounted appurtenances shall be protected in place and/or re-attached as part of this bid item.

All pull boxes within curb ramp limits shall also be adjusted to the finished grade of the new curb

ramp and shall be paid for per the unit price for each respective bid item.

All water or gas valve can and lids within curb ramp limits shall also be adjusted to the finished grade of the new curb ramp and shall be paid for per the unit price for each respective bid item.

The City Engineer shall have final say regarding the case and type of curb ramp to be installed and shall retain the right to revise the ramp designation at any point prior to construction.

The contractor shall verify existing grades in order to ensure full ADA compliance

Curb ramps shall be constructed with detectable warning surfacing complying with California Building Code Title 24. Detectable warning surfacing shall consist of vitrified polymer composite, with at least 25% by weight aluminum oxide, nominally 0.20" thick, colorfast and UV stable. Detectable warning surface must be embedded in new ramps. Embedded panels shall have perforated embedment ribs at 3" on center, at least 1" deep.

Other physical characteristics shall be as follows:

Compressive Strength	Greater than 18,000 psi	ASTM D 695
Flexural Strength	Greater than 24,000 psi	ASTM D 790
Tensile Strength	Greater than 10,000 psi	ASTM D 638
Water Absorption	Less than 0.35%	ASTM D 570
Slip Resistance	Greater than 0.80	ASTM C 1028
Flame Spread Index	Less than 25	ASTM E 84
Salt Spray	No Change (200 hours)	ASTM B 117
Chemical Stain Testing	No Deterioration	ASTM 1308
Abrasion Resistance	Less than 0.030 (1,000 cycles)	ASTM D 2386
Accelerated Weathering	No Damage (2,000 hours)	ASTM G 29
Load Bearing at 16,000 lbs.	No Damage	AASHTO-H20
Freeze / Thaw / Heat	No Disintegration	ASTM C 1026

The color of the panels shall be yellow. The Contractor shall install panels in accordance with manufacturer's recommendations. The cost of installing detectable warning service panels on new ramps shall be included in the cost of the curb ramp. Retrofitting detectable warning surfaces on existing ramp or walkway surfaces shall be paid for as part of their respective bid items.

All truncated domes shall be Surface Mounted Tactile Domes manufactured by ADA Solutions, Inc. or approved equal.

All truncated domes shall be fastened at all four corners.

All truncated dome colors shall be Yellow.

Measurement & Payment for Construct PCC Curb Ramp per City of Pomona Std No. A-28-10 shall be on an **Each Item (EA)** basis and shall include furnishing all labor, equipment, tools and materials necessary for the item of work including removal of existing improvements and materials, construction of new curb ramp, including coordinating with the City Inspector to verify case & type, configuration and limits, removals, preparation of subgrade, temporary ramping, construction of work item, slot paving, construction of monolithic retaining curbs, adjustment of

miscellaneous utility items found within the limits of construction, installation of detectable warning surfaces, finishing, and protection of the work item and no further compensation will be allowed therefore.

REMOVE AND REPLACE PCC CURB RETURN SPANDREL PER CITY OF POMONA STD NO. A-4-74 – BID ITEM A-13

A. GENERAL

All associated clearing and grubbing work shall be included in the bid items in this section and no additional payment will be allowed. Clearing and grubbing work shall be done in accordance with Section 300-1, “Clearing and Grubbing” of the Standard Specifications

It shall be the contractor’s responsibility to verify the limits of construction with the City inspector prior to removal of existing alley intersection.

All removal and replacement locations shall be constructed to existing join elevations. The contractor shall document the existing relative elevations and grades at the join locations as well as key elevation points. The Contractor shall ensure that positive drainage is achieved between the join locations of construction.

All intersections with cross gutters shall be opened to traffic at the close of each day. Adequate ramping or plating of the cross gutter location during the removal and grading phase shall be required based on the Engineers direction. Plating of the cross gutter during curing phase shall be required in order to maintain traffic through the intersection at all times. 2’ minimum width sawcut, removal and full depth slot paving with 2-sack PCC slurry shall be required adjacent to all sides of the cross gutter.

B. REMOVAL

Section 401, “Removal” of the Standard Specifications is supplemented by the following. Sawcut, excavation, removals, haul away, and fill necessary for these bid items shall be included and no additional compensation will be made thereof. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. Removal of the existing PCC shall not cause excessive noise or vibration. The use of a drop hammer or other device to crack or crush the PCC will not be allowed.

C. MEASUREMENT & PAYMENT

Measurement & Payment for Remove and Replace PCC Curb Return Spandrel per City of Pomona STD No. A-4-74 shall be on a **Square Foot (SF)** basis and shall include furnishing all labor, equipment, tools and materials necessary for the item of work including removal of existing improvements and materials, construction of gutter spandrel including coordinating with the City Inspector to verify locations, any required clearing and grubbing, configuration and limits, surveying and staking, removals, preparation of subgrade, temporary ramping, slot paving, construction of work item, finishing, plating, and protection of the work item and no further compensation will be allowed therefore.

REMOVE AND REPLACE EXISTING CHAIN LINK FENCE W/ RETAINING CURB IN KIND – BID ITEM A-14

It shall be the contractor's responsibility to verify the configuration, method, and materials required for the reconstruction of both chain link fence and retaining curb.

Section 401, "Removal" of the Standard Specifications is supplemented by the following. Sawcut, excavation, removals, haul away, and fill necessary for these bid items shall be included and no additional compensation will be made thereof.

Measurement & Payment for Remove & Replace Existing Chain Link Fence w/ Retaining Curb shall be on a **Linear Foot (LF)** basis and shall include furnishing all labor, equipment, tools and materials necessary for the removal of existing and construction of new chainlink fence and retaining curb as necessary. The price of this item shall also include any incidentals for doing the work. No further compensation will be allowed therefore.

ADJUST MANHOLE TO FINISH SURFACE (DOUBLE ADJUST) – BID ITEM A-15

A. GENERAL

This Bid Item shall include the adjustment of the existing manholes to grade in accordance with Section 403, "Manhole Adjustment and Reconstruction" of the Standard Specifications. The CONTRACTOR shall cooperate with the owners of any frames and covers.

B. ADJUSTMENT OF COUNTY SANITATION DISTRICTS MANHOLES TO NEW GRADE

When County Sanitation Districts (CSD) manholes must be adjusted to new grade because of re-grading and/or resurfacing over the manholes, the work will be done by CSD in conjunction with the Contractor responsible for the re-grading and/or resurfacing work pursuant to the following procedures:

1. The Contractor shall notify CSD's Superintendent of Maintenance at (310) 638-1161 a minimum of three (3) days prior to the start of any work involving CSD manholes.
2. If grade over manhole is to be lowered:
 - a. The Contractor shall furnish and deliver a temporary steel cover plate of adequate thickness and size approved by CSD for the manhole.
 - b. The Contractor shall excavate around the manhole to a depth and distance outside of the manhole as required for CSD to remove the manhole frame and cover.
 - c. CSD will remove the manhole frame and cover and the interfering portion of the manhole shaft and place the cover plate over the manhole.
 - d. The Contractor shall store and protect the frame and cover and fill and/or pave over the cover plate to final grade.
 - e. The Contractor shall remove the pavement and/or fill as required for CSD to raise the manhole to final grade. Pavement and/or fill shall be removed to a minimum depth of not less than 6 inches below final grade and 12 inches around the manhole if the cover plate is more than 6 inches below final grade.
 - f. CSD will raise the manhole and set frame and cover to final grade.
 - g. The Contractor shall provide a 12 inch wide by 12 inches high concrete ring around the manhole frame. In unpaved areas, the concrete ring shall include #3 rebar, 12 inches overlap. The Contractor shall backfill and compact and complete the pavement around the manhole.

If grade over manhole is to be raised:

- a) The Contractor shall fill and/or pave directly over the manhole frame and cover to final grade.
- b) Repeat steps e. through g. of Item 2 above except when grade is to be raised more than 2 feet. In such case, the Contractor shall excavate around the manhole to a depth and distance as determined by and required by CSD to remove and reconstruct the manhole shaft with the required taper

Contractor shall be responsible for adjusting manhole covers during the paving operation to finished grade as shown on the plans, and as directed by the Engineer. Manhole adjustments shall be in accordance with Section 403 of the SSPWC and the finished grade of the manhole and all associated paving around the manhole shall be flush with the finished surface within a 3/8" tolerance.

The Contractor shall be required to adjust any manhole found not in conformance with these requirements, as determined by the Engineer, at their sole expense.

Manhole adjustments shall be in compliance per City of Pomona Standard Plan B-14-68, unless otherwise noted.

Adjustment of storm drain and sewer manholes as well as sewer cleanouts shall be included under this bid item.

All storm drain manholes shall be initially lowered to be below the anticipated pavement grinding and pavement removal elevations prior to pavement grinding & paving. Immediately upon completion of the paving operations, the Contractor shall then adjust all manhole covers to grade per these specifications and the project plans. This shall constitute double adjustment.

C. MEASUREMENT & PAYMENT

Measurement & Payment for Adjust Manhole Frame & Cover to Finish Surface (Double Adjust) shall be on an **Each Item (EA)** basis and shall include furnishing all labor, equipment, tools and materials necessary for the lowering and re-adjustment of manholes (double adjustment included) to grade as shown on the plans, and as directed by the Engineer. No further compensation will be allowed therefor.

ADJUST WATER AND GAS VALVE TO FINISH SURFACE – BID ITEMS A-16

A. GENERAL

Existing water valve and blow off can and lids shall be adjusted to grade by the Contractor, including all necessary preparation work, during each phase of construction and paving. The valve boxes and blow-off lids shall not be buried or otherwise rendered inaccessible at any time and the valves shall be maintained readily accessible for shut-off at all times.

Details of adjusting water valve boxes and blow-off lids for typical conditions anticipated to be encountered in the Work are shown on the City of Pomona Standard Plan, Water Std. #6. All valve adjustments shall also be done in accordance with the City of Pomona Water Division Standard Specifications included in Appendix A. No guarantee is made and none shall be implied that these details cover all conditions that may exist within the Work site. The unit price bid per each shall be considered as full compensation for preparing and adjusting the valve boxes and blow-off lids, including their covers.

Included as part of the water valve can and lid adjustments will be the re-painting of all valve

covers with paint. Surfaces of valve covers shall be primed or spot primed as required. Prime coat shall be for a 100 g/l VOC region (South Coast) Rust-Oleum No. 255617 (2mils) or approved equal. First coat and second coat (finish topcoat) shall be Rust-Oleum No. 261959 in CV7400 line (2mils). Total thickness of the completed coating system shall be 6 mils. Color shall be "Safety Blue" or approved equal for valve covers located on potable water lines. Color shall be "Safety Purple" for valves located on non-potable water lines. Paint color and type shall be submitted and approved by the City prior to its use.

B. MEASUREMENT & PAYMENT

Measurement & Payment for Adjust Valve Frame & Cover to Finish Surface shall be on an **Each (EA) Item** basis and shall include furnishing all labor, equipment, tools and materials necessary for the adjustment and re-painting of valve can and lids as shown on the plans, and as directed by the Engineer. No further compensation will be allowed therefor.

ADJUST PULL BOX TO FINISH SURFACE – BID ITEM A-17

A. GENERAL

The Contractor shall adjust pull box to grade, including existing conduits and conductors, as required, at locations shown on the plans, and as directed by the Engineer. All work shall conform to Caltrans Standards and Specifications (latest edition).

Pull boxes shall conform to the provisions in Sections 86 and 87 of the Standard Specifications and these Special Provisions.

Payment for adjusting pull boxes to grade shall include construction of aggregate ballast as shown in SPPWC Standard No. 405-1 and adjustment of connecting conduit to a distance in each direction from the pull box, as directed by the Engineer.

B. MEASUREMENT & PAYMENT

Measurement & Payment for Adjust Existing Pull Box To Finish Surface shall be at the contract unit price bid per **Each (EA)** pull box in place, and shall include furnishing all labor, equipment, tools, materials and incidentals necessary for the item of work including adjusting pull boxes, wire connections, and conduits to final grade as indicated on the plans and as directed by the Engineer. No further compensation will be allowed therefore.

INSTALL TRAFFIC SIGNAL LOOP DETECTORS – BID ITEM A-18

A. GENERAL

The work included in this Bid Item shall consist of all the work described in Section 86-5 "Detectors" of the Caltrans Specifications.

Loop detector shall be 6' diameter round. Round loops shall conform to the following: CONTRACTORS to core drill a round traffic loop to be six (6) feet in diameter x 0.500 inches in width x 3.0 inches in depth. Sawcut to the appropriate pull box. Sawcut to be 0.250 inches x 3.5 inches in depth.

Loop wire shall be type II. Conductors for each inductive loop detector shall be continuous and unspliced from the pull box adjacent to the loop to the field terminals in the cabinet. PVC conduit per Caltrans Standard Plan ES-5E, Curb Termination Detail Type B, shall be installed wherever a loop wire sawcut crosses an expansion joint or pavement type change.

Loops shall be installed on the same day as which the loop slots are cut. This shall include placement of the loop conductors and sealant. Loops shall be sealed with a hot melt rubberized sealant. For circular loops a pre-formed loop wire will be stacked in the cuts and secured from floating.

B. MEASUREMENT & PAYMENT

Measurement & Payment for Install Traffic Signal Loop Detectors shall be at the contract unit price bid per **Each (EA)** basis for all work involved and shall include furnishing all labor, equipment, tools and materials necessary, and as directed by the Engineer. No further compensation will be allowed therefor.

INSTALL SIGNING & STRIPING – BID ITEM A-19

A. GENERAL

Section 214, "Pavement Marker," Subsection 310-5.6, "Painting Traffic Striping, Pavement Markings, and Curb Marking," and Section 312, "Pavement Marker Placement and Removal," of the Standard Specifications are supplemented by the following:

The Contractor shall restripe existing striping and curb markings obliterated by new construction, whether or not shown on the Plans for replacement.

At various locations the striping has been changed, additionally, bike lane and bike path signing and striping need to be installed at various locations. The Contractor shall restripe as indicated in the striping plans provided.

The Contractor shall remove markers, markings, and striping where necessary to adjust the configuration of existing striping to new striping. The Contractor shall remove markers flush with existing pavement. The Contractor shall remove markings and striping by wet sandblasting or light grinding, as approved by the Engineer.

All striping and markings shall be alkyd thermoplastic, 1.5 mm to 2.5 mm thick in conformance with State Specification 84-2, except for Bike Lane striping, as shown on the Plans and as directed by the City Traffic Engineer. Bike lane striping will be completed with paint in conformance with State Specification 84-3, as shown on the Plans and as directed by the City Traffic Engineer. Permanent striping to be installed at least 10 days after the finals asphalt lift has been placed.

At locations where existing painted curb is to be reconstructed, the Contractor shall paint the new curb as directed by the Engineer within 10 working days after completing curb reconstruction. The paint shall be water-based with a 2-year guarantee against color fading. Prior to the start of construction, the Contractor shall submit to the City written proof of the manufacturer's 2-year guarantee.

The Contractor shall re-paint all existing painted curb in kind, regardless of whether shown on the plans or not. The locations for curb repainting shown on the plans are representational and may not reflect the full extent of the curb paint markings.

The Contractor shall furnish to the Engineer samples of materials not less than 3 weeks in advance of the date the materials are to be applied.

The Contractor shall notify the Engineer after completing layout/cat-tracking and at least 3 working days before commencing installation of striping, markings and markers for review and approval of the striping layout.

The Contractor shall include pavement markers for all striping and shall install markers, striping and markings in accordance with the Plans and the details shown in the Caltrans Standard Plans.

The Contractor shall install a Type I pavement marker at all fire hydrant locations.

B. EXISTING STRIPING REMOVAL

All existing thermoplastic shall be removed prior to cold milling of the asphalt concrete and shall be disposed of at a hazardous waste facility by the Contractor. Proof of proper disposal will be required to be submitted to the City prior to payment authorization.

C. PERMANENT ROADWAY SIGNING

Signs shall conform to the provisions in Section 56, "Signs," of the State Standard Specifications, the State Specifications for Reflective Sheeting on Aluminum Signs, the State Specifications for Aluminum Single-Sheet and Laminated-Panel Signs and these Special Provisions. All signs shall have 3M 1160 (or approved equal) anti-graffiti film.

The Work to be done hereunder consists of furnishing and installing signs, sign posts, re-posting existing signs, and replacing existing sidewalks where removed for sign post installation.

The signs to be re-posted shall be relocated as shown on the Plans or at locations approved by the Engineer. Any post damaged shall be replaced by the Contractor at its sole expense.

D. PAVEMENT MARKERS, MARKINGS, AND TRAFFIC STRIPING:

Section 214, "Pavement Marker," Subsection 310-5.6, "Painting Traffic Striping, Pavement Markings, and Curb Marking," and Section 312, "Pavement Marker Placement and Removal," of the Standard Specifications are supplemented by the following:

The Contractor shall restripe existing striping and curb markings obliterated by new construction, whether or not shown on the Plans for replacement.

The Contractor shall remove markers, markings, and striping where necessary to adjust the configuration of existing striping to new striping. The Contractor shall remove markers flush with existing pavement. The Contractor shall remove markings and striping by wet sandblasting or light grinding, as approved by the Engineer.

All striping and markings shall be alkyd thermoplastic, 1.5 mm to 2.5 mm thick in conformance with State Specification 84-2, except for Bike Lane striping, as shown on the Plans and as directed by the City Traffic Engineer. Bike lane striping will be completed with paint in conformance with State Specification 84-3, as shown on the Plans and as directed by the City Traffic Engineer. **Permanent striping to be installed between 10 to 21 days after the finals asphalt lift has been placed.**

At locations where existing painted curb is to be reconstructed, the Contractor shall paint the new curb as directed by the Engineer within 10 working days after completing curb reconstruction. The paint shall be water-based with a 2-year guarantee against color fading. Prior to the start of construction, the Contractor shall submit to the City written proof of the manufacturer's 2-year guarantee.

The Contractor shall re-paint all existing painted curb in kind, regardless of whether shown on the plans or not. The locations for curb repainting shown on the plans are representational and may not reflect the full extent of the curb paint markings.

The Contractor shall furnish to the Engineer samples of materials not less than 3 weeks in advance of the date the materials are to be applied.

The Contractor shall notify the Engineer after completing layout/cat-tracking and at least 3 working days before commencing installation of striping, markings and markers for review and approval of the striping layout.

The Contractor shall include pavement markers for all striping and shall install markers, striping and markings in accordance with the Plans and the details shown in the Caltrans Standard Plans.

The Contractor shall install a Type I pavement marker at all fire hydrant locations.

E. MEASUREMENT & PAYMENT

Measurement & Payment for Install Signing & Striping shall be on a **Lump Sum (LS)** basis and shall include furnishing all labor, equipment and materials necessary for signing and striping, including but not limited to the removal of existing thermoplastic and/or striping and pavement markers by approved methods, installation of raised pavement markers, thermoplastic/paint legends and striping, painting new curb to match existing, re-painting all existing curb paint markings, delineators, signs and signposts in the public right of way and private property. This work shall conform to the SSPWC, Sections 210 and 310 and no further compensation will be allowed therefore.

REMOVE AND REPLACE ALLEY INTERSECTION PER CITY OF POMONA STD. PLAN NO. A-5-06 **- BID ITEMS # AA-2:**

A. GENERAL

All associated clearing and grubbing work shall be included in the bid items in this section and no additional payment will be allowed. Clearing and grubbing work shall be done in accordance with Section 300-1, "Clearing and Grubbing" of the Standard Specifications

It shall be the contractor's responsibility to verify the limits of construction with the City inspector prior to removal of existing alley intersection.

All removal and replacement locations shall be constructed to existing join elevations. The contractor shall document the existing relative elevations and grades at the join locations as well as key elevation points. The Contractor shall ensure that positive drainage is achieved between the join locations of construction.

All intersections with cross gutters shall be opened to traffic at the close of each day. Adequate ramping or plating of the cross gutter location during the removal and grading phase shall be required based on the Engineers direction. Plating of the cross gutter during curing phase shall be required in order to maintain traffic through the intersection at all times.

2' minimum width sawcut, removal and full depth slot paving with 2-sack PCC slurry shall be required adjacent to all sides of the cross gutter.

The contractor shall verify existing grades in order to ensure full ADA compliance.

REMOVAL

Section 401, "Removal" of the Standard Specifications is supplemented by the following. Sawcut, excavation, removals, haul away, and fill necessary for these bid items shall be included and no additional compensation will be made thereof. Existing surfaces to be joined shall be sawcut on

a neat, straight line at the join location. Removal of the existing PCC shall not cause excessive noise or vibration. The use of a drop hammer or other device to crack or crush the PCC will not be allowed.

MEASUREMENT & PAYMENT

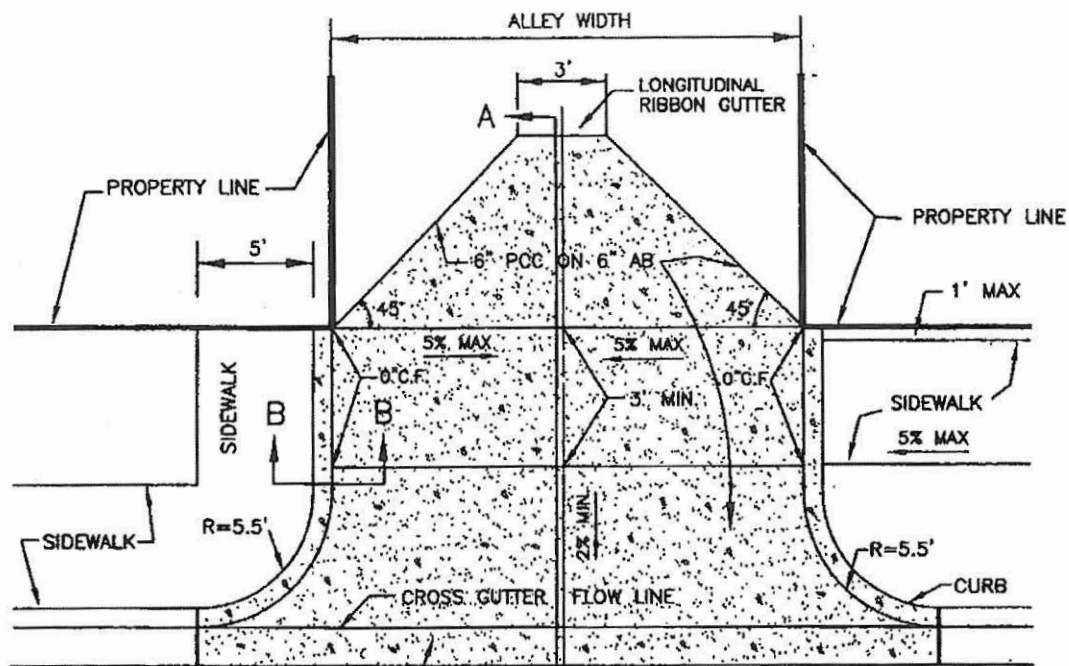
Measurement & Payment for Remove and Replace Alley Intersection Per City of Pomona Std. Plan No. A-5-06 shall be on a **Square Foot (SF)** basis and shall include furnishing all labor, equipment, tools and materials necessary for the item of work including removal of existing improvements and materials, construction of new cross gutter including coordinating with the City Inspector to verify locations, any required clearing and grubbing, configuration and limits, surveying and staking, removals, preparation of subgrade, temporary ramping, slot paving, construction of work item, high early strength concrete, adjustment of miscellaneous utility items found within the limits of construction, finishing, plating, and protection of the work item and no further compensation will be allowed therefore. Measurement of this bid item shall not include the area of any adjacent slot paving and only includes the area bound by new PCC surface as measured in the plan view.

PART 5

APPENDICES

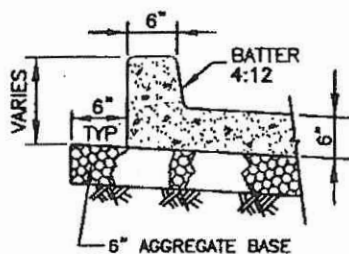
APPENDIX A

STANDARD DRAWINGS

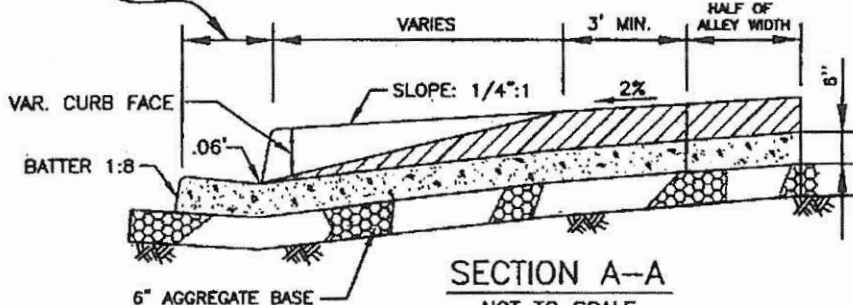


2' ARTERIAL STREETS
1.5' ALL OTHER STREETS

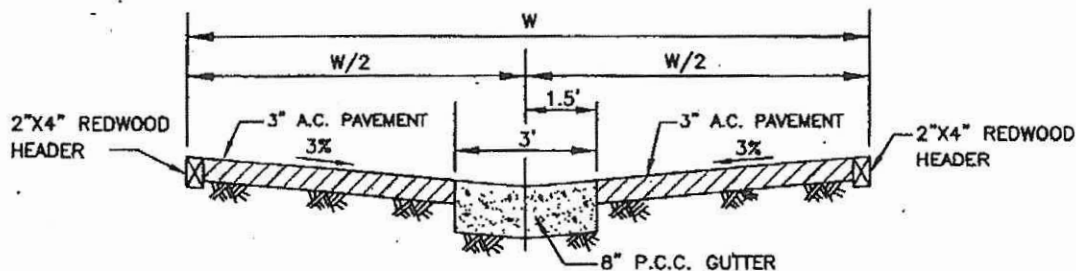
PLAN
NOT TO SCALE



SECTION B-B
NOT TO SCALE



SECTION A-A
NOT TO SCALE



TYPICAL ALLEY SECTION
NOT TO SCALE

NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION, INCLUDING AMMENDMENTS.
2. P.C.C. SHALL BE 520-C-2500
3. BASE SHALL BE CAB OR CMB.

CITY OF POMONA
PUBLIC WORKS DEPARTMENT

STANDARD
ALLEY INTERSECTION & ALLEY CROSS SECTION

DRAWN BY: M. LAM

APPROVED BY:

DATE

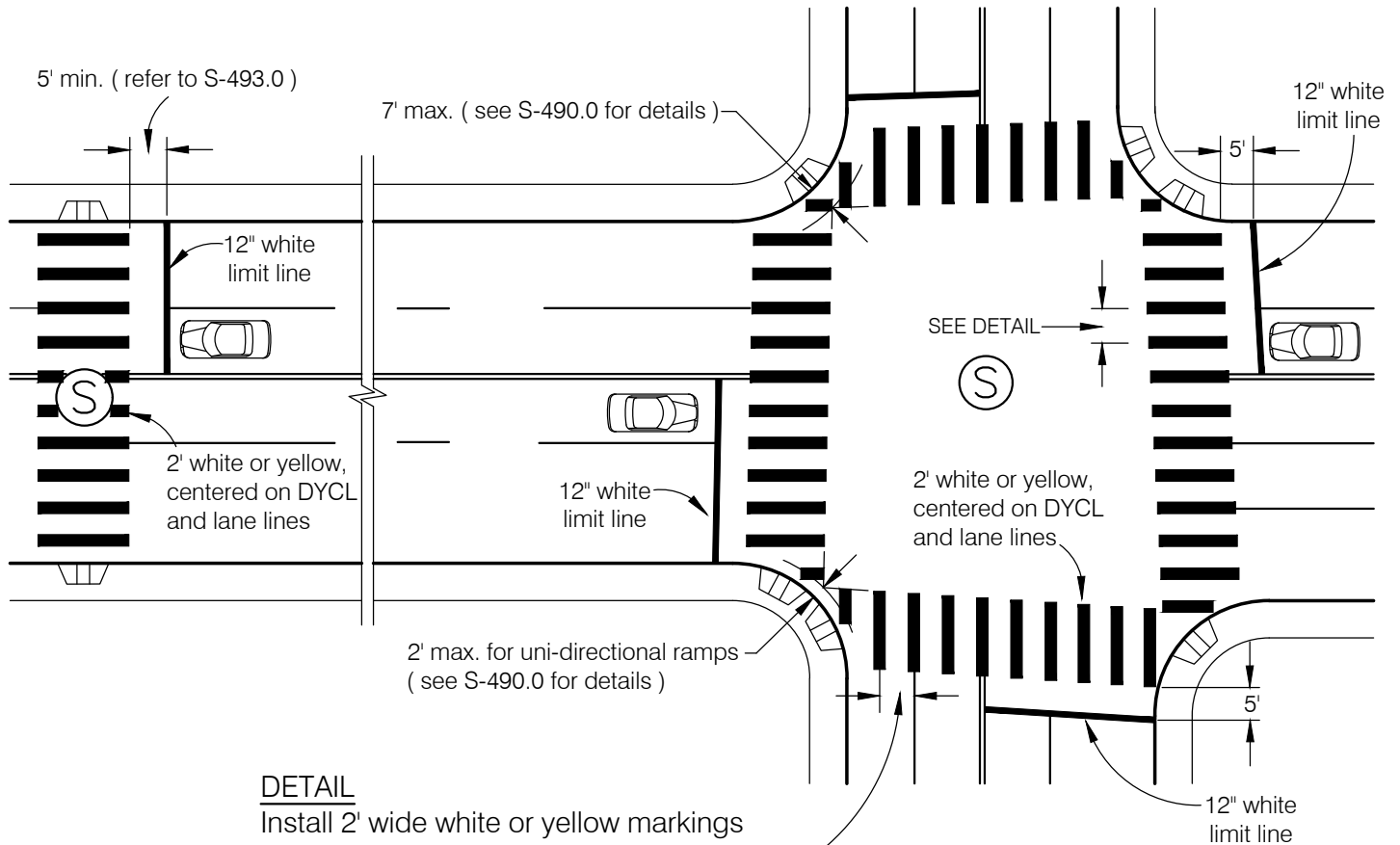
CHECKED BY: H.W.

CITY ENGINEER R.C.E. 45607

1/12/06

1
OF
1

STD No. A-5-06



DETAIL

Install 2' wide white or yellow markings along striping. Center the markings on DYCL and lane lines. Add markings according to chart below:

Lane Width (ft)	Spacing on center (ft)
9'	4.5'
10'	5.0'
11'	5.5'
12'	6.0'

Marking should be installed such that wheels straddle the crosswalk markings.

NOTES:

1. IMPLEMENTATION

This standard plan applies to installations in accordance with MPP Section 344 for Continental Crosswalks for new and reinstallations of marked crosswalks on signalized and stop-controlled approaches.

2. CROSSWALK WIDTH

Typical crosswalk widths are 15 feet but may vary according to site conditions. Continental markings shall be installed within existing dimensions unless otherwise indicated on a signed plan.

3. MIDBLOCK CROSSWALKS

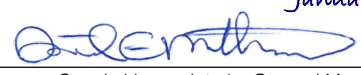
This standard plan also applies at controlled midblock approaches in accordance with S-493.0 - Location of Limit Lines and Crosswalks.

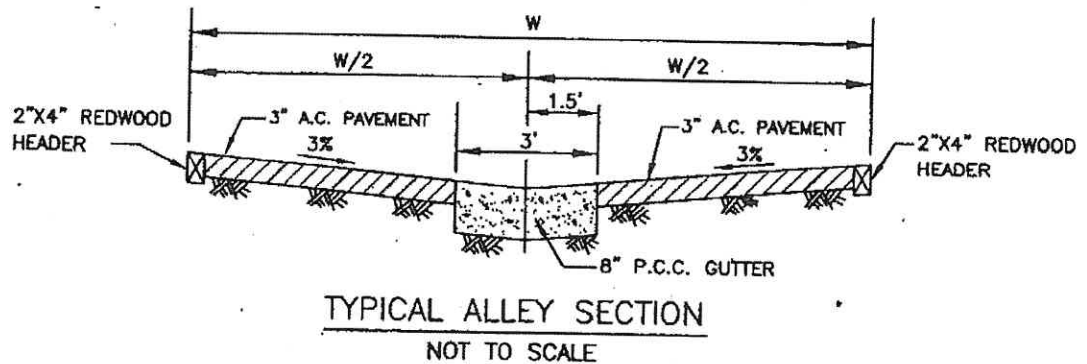
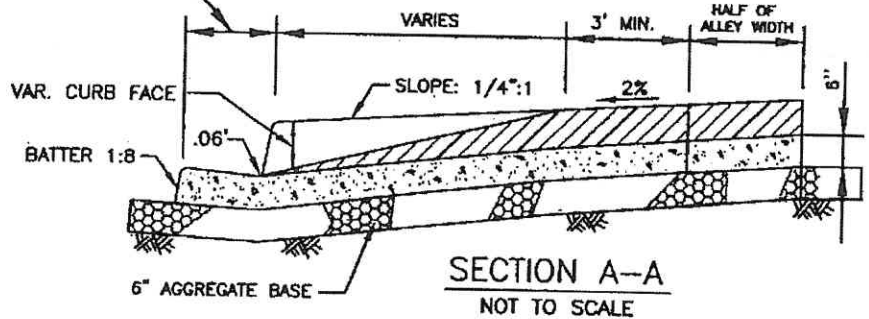
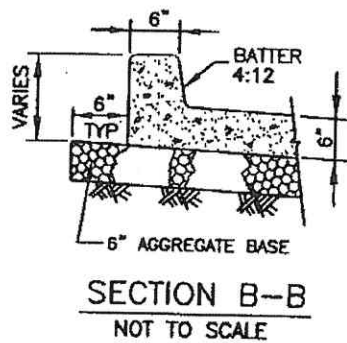
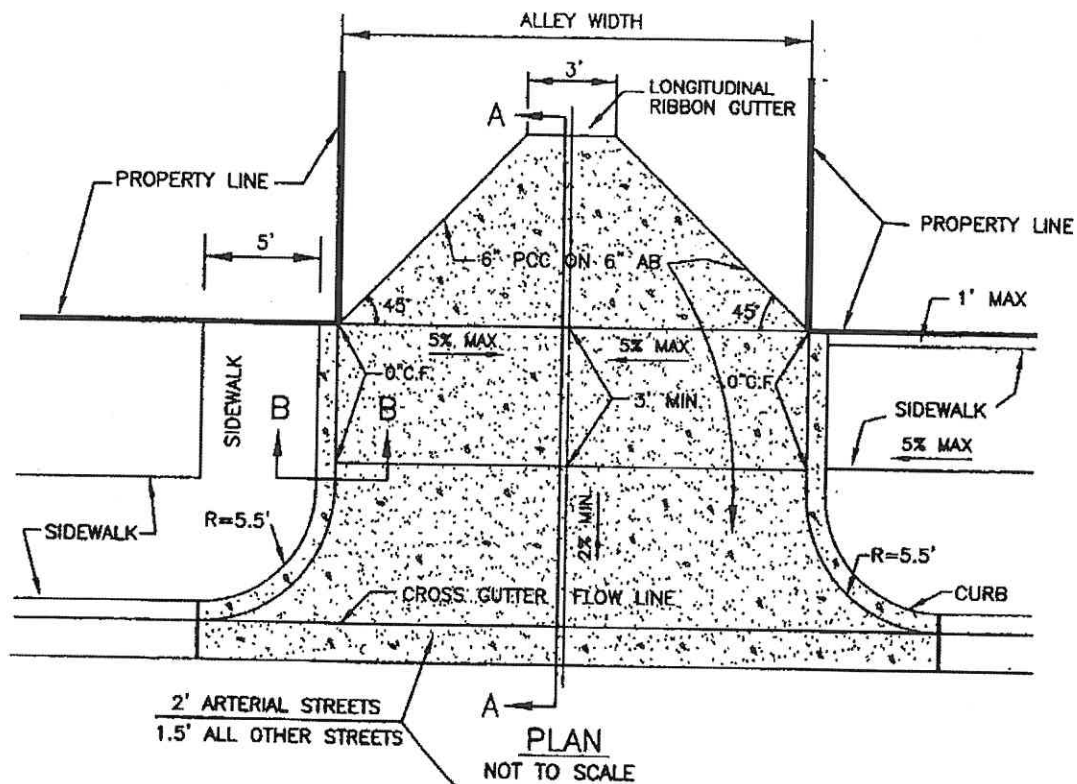
4. CONFLICT BETWEEN SIGNED PLAN AND STANDARD PLAN

Should conflicts arise between this Standard Plan and a signed signal or geometric plan with their associated markings, (e.g., "cat tracks," extension of the DYCL, etc.), the signed plan shall take precedent.

5. RETROFITTING AND RESURFACING

Refer to MPP Section 344 for retrofitting and resurfacing.

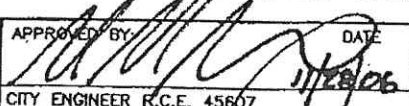
Approved		January 25, 2023	
		for CL	
Connie Llanos, Interim General Manager			
CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION			
Continental Crosswalks on Controlled Approaches			1 1
T. E.	NO	Sr. T. E.	JV
DWN	MT/EM	CKD	NO
Dwg. No.			S-481.1



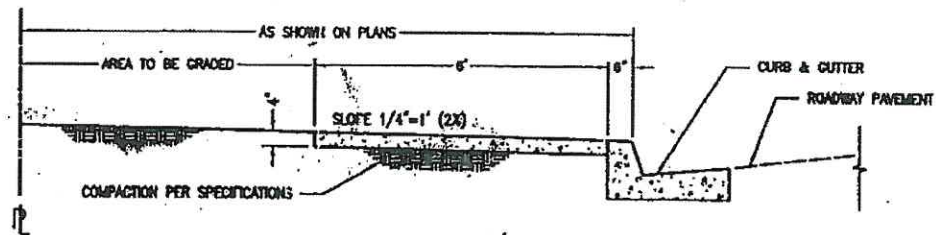
NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION, INCLUDING AMMENOMENTS.
2. P.C.C. SHALL BE 520-C-2500
3. BASE SHALL BE CAB OR CMB.

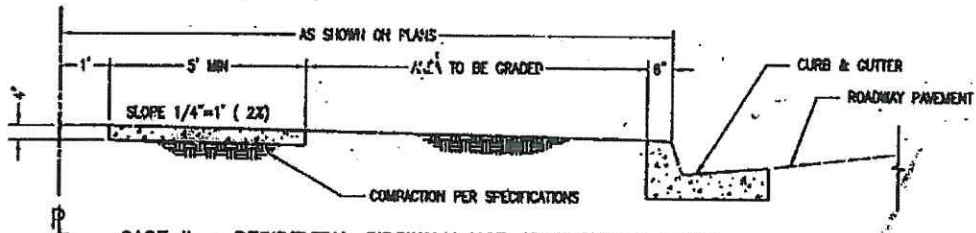
REVISIONS	DATE	INITIAL

CITY OF POMONA PUBLIC WORKS DEPARTMENT		
STANDARD ALLEY INTERSECTION & ALLEY CROSS SECTION		
DRAWN BY: M. LAM	APPROVED BY: 	DATE: 11/28/06
CHECKED BY: H.W.	CITY ENGINEER R.C.E. 45607	
		1 OF 1

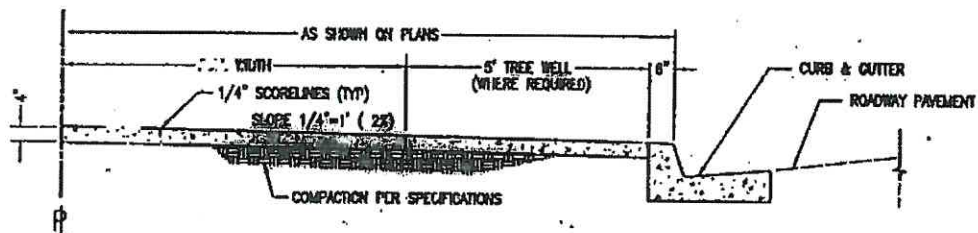
STD No. A-5-06



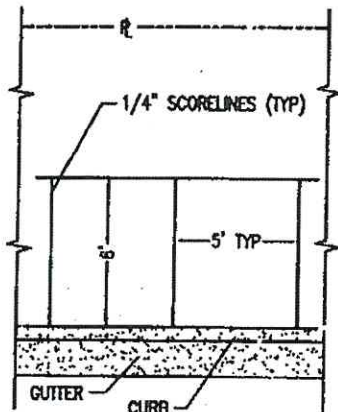
CASE I - RESIDENTIAL SIDEWALK ADJACENT TO CURB



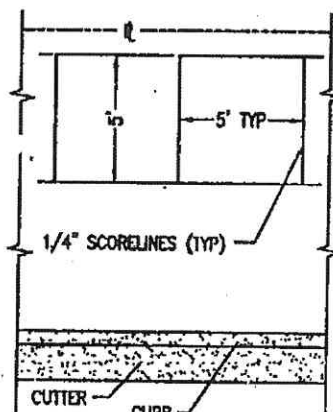
CASE II - RESIDENTIAL SIDEWALK NOT ADJACENT TO CURB



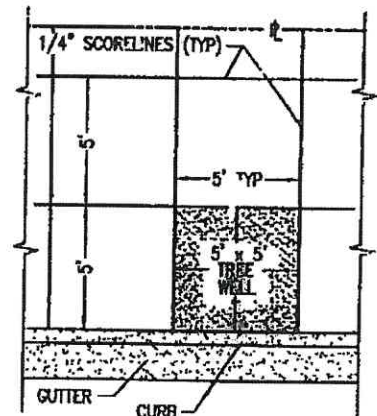
CASE III - COMMERCIAL FULL WIDTH



CASE I



CASE II



CASE III

1. ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST ADOPTED STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. CONCRETE SHALL BE CLASS 520-C-2500.
3. MISSING SIDEWALK & SIDEWALK REPAIRS SHALL BE PLACED TO MATCH ADJACENT SIDEWALK WIDTH & FINISH.
4. A LIGHT BROOM FINISH SHALL BE APPLIED PERPENDICULAR TO STREET.
5. COMPACT SOIL BENEATH SIDEWALK TO 90% RELATIVE COMPACTION PER APWA SPECIFICATIONS. PROVIDE SOIL AMENDMENT IF REQUIRED BY CITY ENGINEER.
6. 1/2" THICK FULL DEPTH TRANSVERSE EXPANSION JOINTS SHALL BE PLACED AT CURB RETURNS & ROUND DRAINAGE STRUCTURES, POLES, PIPES, ETC.

CITY OF POMONA

PUBLIC WORKS DEPARTMENT

STANDARD SIDEWALK DETAILS

OWN BY
TED
LENDEL

CHK BY
[Signature]

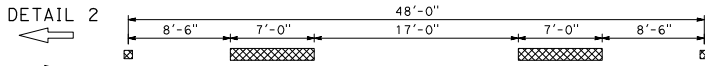
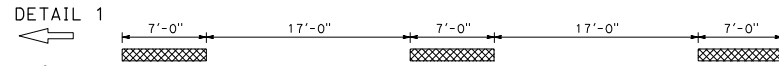
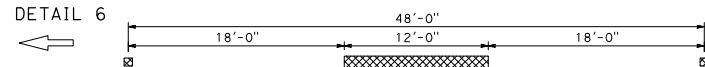
APPROVED
[Signature]
CITY ENGINEER

DATE
2/7/02

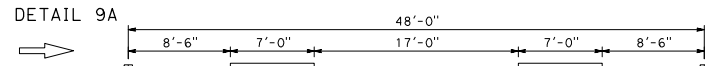
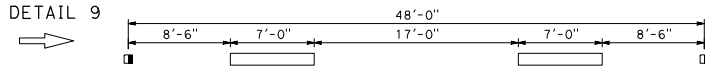
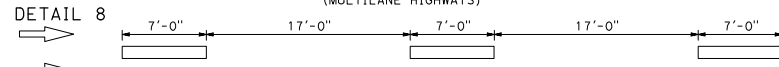
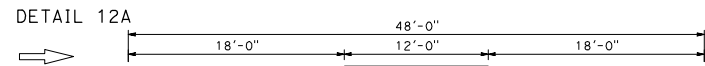
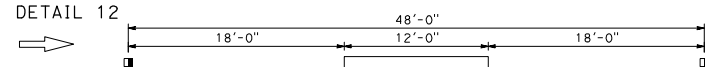
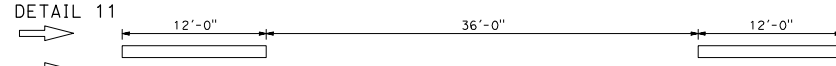
STD. No. A-7-02

CENTERLINES

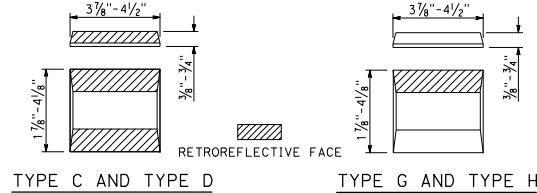
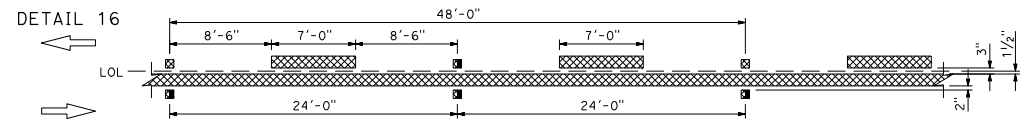
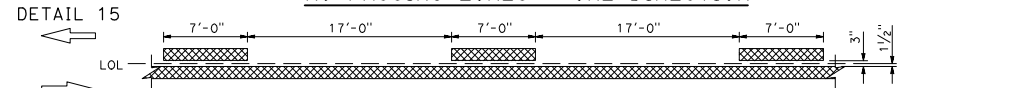
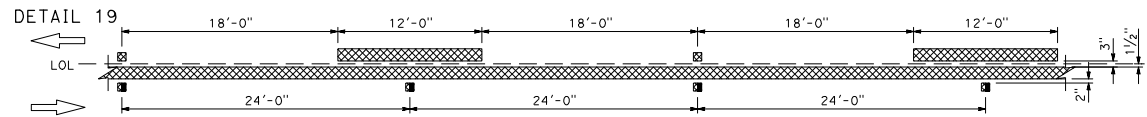
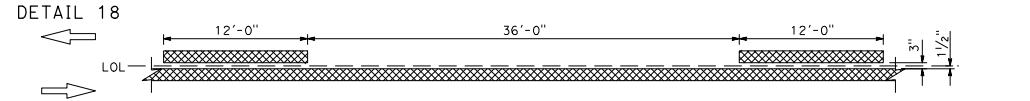
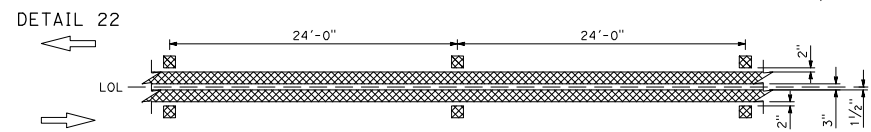
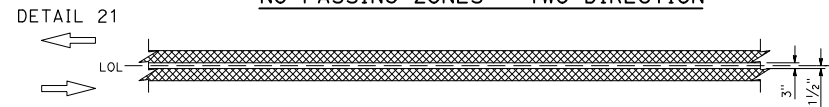
(2 LANE HIGHWAYS)

~~DETAIL 3~~ DETAIL 3 DELETED~~DETAIL 4~~ DETAIL 4 DELETED~~DETAIL 7~~ DETAIL 7 DELETED**LANE LINES**

(MULTILANE HIGHWAYS)

~~DETAIL 10~~ DETAIL 10 DELETED~~DETAIL 13~~ DETAIL 13 DELETED~~DETAIL 14~~ DETAIL 14 DELETED~~DETAIL 14A~~ DETAIL 14A DELETED**LEGEND:**

- TYPE C RED-CLEAR RETROREFLECTIVE MARKER
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE MARKER
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE MARKER
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE MARKER
- 6" WHITE LINE
- 6" YELLOW LINE

**MARKER DETAILS****NO PASSING ZONES - ONE DIRECTION**~~DETAIL 17~~ DETAIL 17 DELETED~~DETAIL 20~~ DETAIL 20 DELETED**NO PASSING ZONES - TWO DIRECTION**~~DETAIL 23~~ DETAIL 23 DELETED

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS**

NO SCALE

A20A

DIST	COUNTY	ROUTE	POST MILES	SHEET	TOTAL
			TOTAL PROJECT	NO.	SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

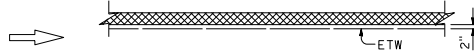
September 19, 2025
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

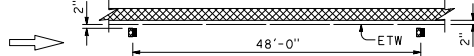
Malik Rehman
No. C83390
EXP. 3-31-27
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

LEFT EDGE LINES(DIVIDED HIGHWAYS)
See Note

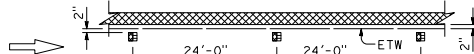
DETAIL 24



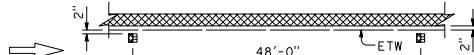
DETAIL 25



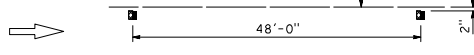
DETAIL 25A



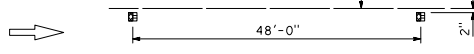
DETAIL 25B



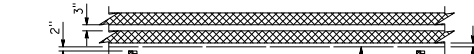
DETAIL 26



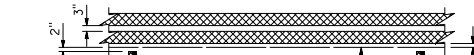
DETAIL 26A



DETAIL 26B



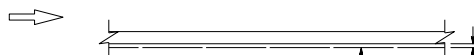
DETAIL 27

**RIGHT EDGE LINES**

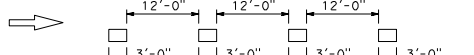
DETAIL 27A

DETAIL 27A DELETED

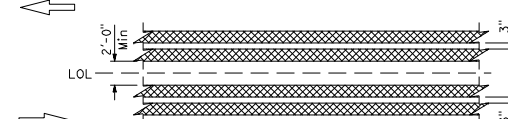
DETAIL 27B

**RIGHT EDGE LINE EXTENSION
THROUGH INTERSECTIONS**

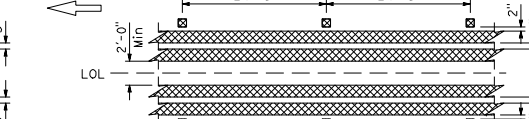
DETAIL 27C

LEFT EDGE LINES NOTE:
On freeways use traffic stripe details with Type RY markers.**MEDIAN ISLANDS**

DETAIL 28



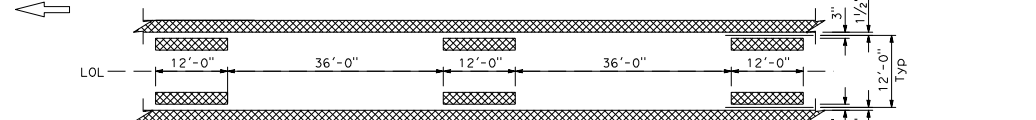
DETAIL 29



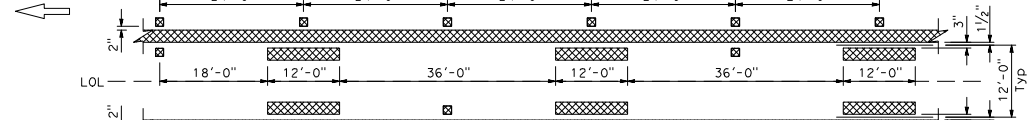
DETAIL 30

DETAIL 30 DELETED

DETAIL 31



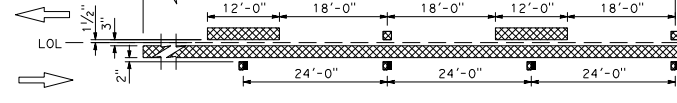
DETAIL 32



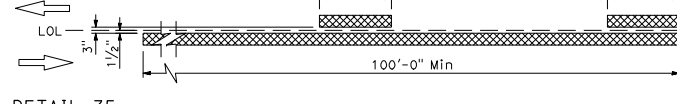
DETAIL 33

DETAIL 33 DELETED

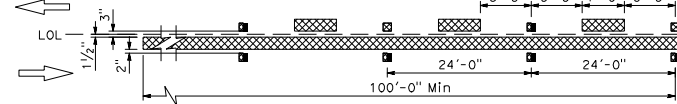
DETAIL 34



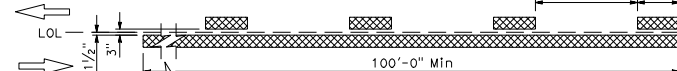
DETAIL 34A



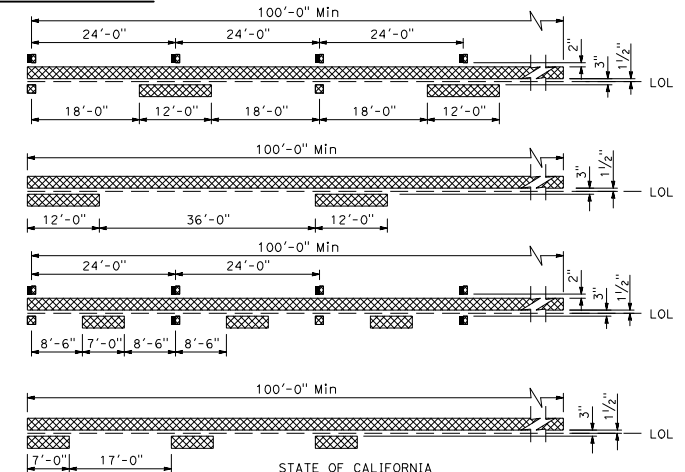
DETAIL 35



DETAIL 35A

**LEGEND:**

- TYPE D TWO-WAY YELLOW RETROREFLECTIVE MARKER
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE MARKER
- TYPE RY RED-YELLOW RETROREFLECTIVE MARKER
- 6" WHITE
- 6" YELLOW

TWO-WAY LEFT TURN LANES**INTERSECTION TREATMENTS**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS**

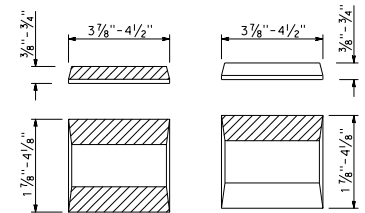
NO SCALE

A20B

DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

Malik Rehman
 REGISTERED CIVIL ENGINEER
 No. C83390
 Exp. 3-31-27
 CIVIL
 STATE OF CALIFORNIA

September 19, 2025
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
 THE ACCURACY OR COMPLETENESS OF SCANNED
 COPIES OF THIS PLAN SHEET.



RETROREFLECTIVE FACE

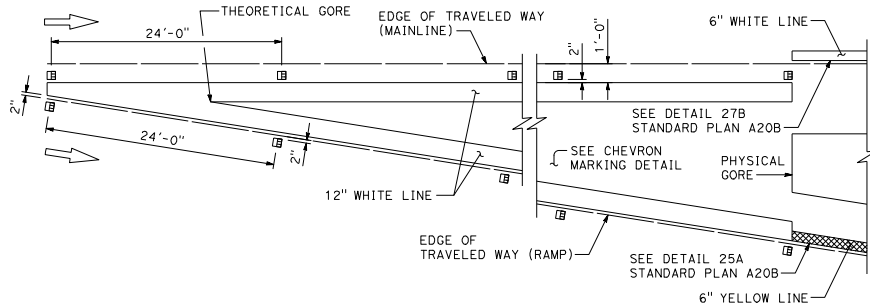
TYPE RY
AND TYPE D

TYPE H

MARKER DETAILS

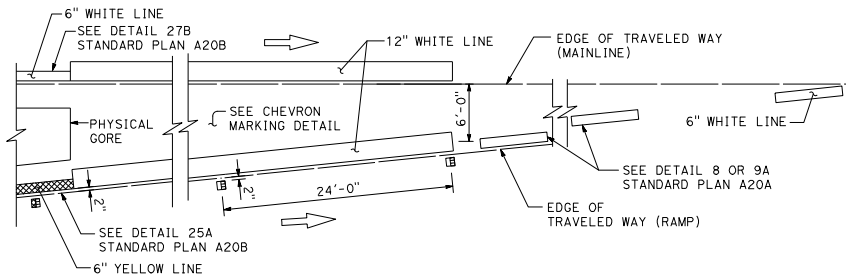
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT

DETAIL 36



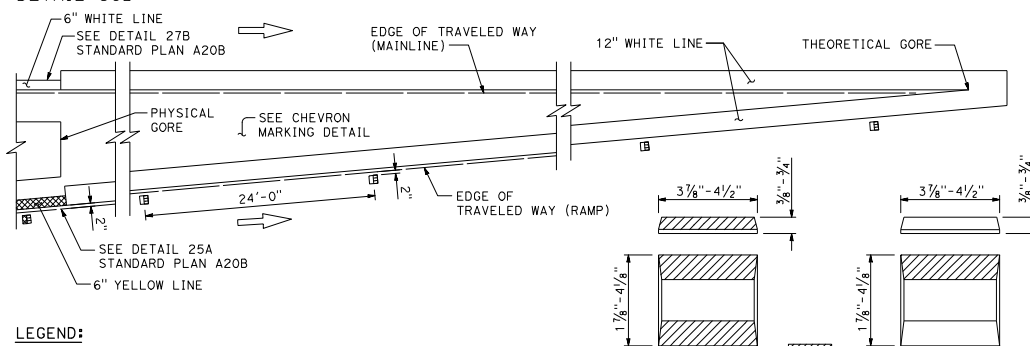
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT

DETAIL 36A



ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT

DETAIL 36B



LEGEND:

- TYPE C RED-CLEAR RETROREFLECTIVE MARKER
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE MARKER
- TYPE RY RED-YELLOW RETROREFLECTIVE MARKER



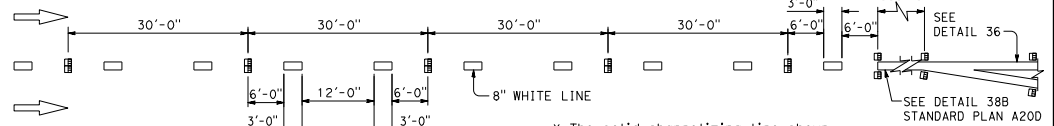
MARKER DETAILS

NOTES:

1. Install a minimum of 1 chevron in the gore area. If at least 1 chevron will not fit into the gore area, do not install chevrons.
2. Terminate chevron markings at physical gore.
3. Gore area chevron pavement markings shown. For exit and entrance ramp channelizing lines details, see Details 36, 36A, and 36B.

LANE DROP AT EXIT RAMP

DETAIL 37



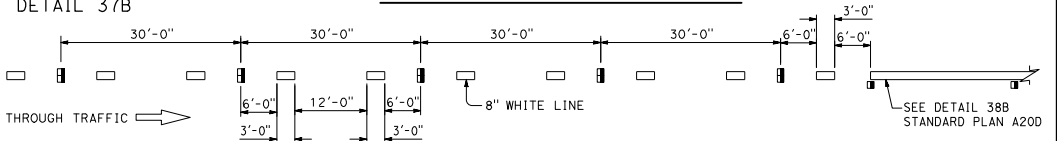
* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

DETAIL 37A

DETAIL 37A DELETED

DETAIL 37B

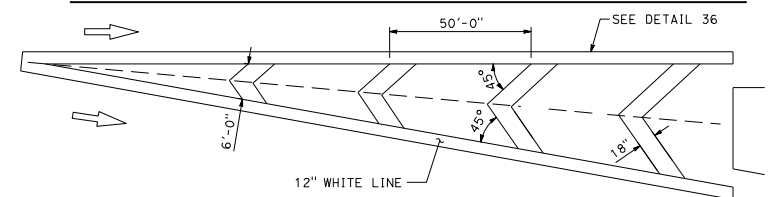
LANE DROP AT INTERSECTIONS



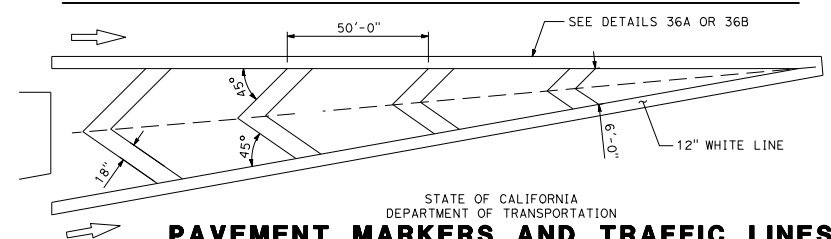
DETAIL 37C

DETAIL 37C DELETED

CHEVRON PAVEMENT MARKINGS AT EXIT RAMP GORE AREA



CHEVRON PAVEMENT MARKINGS AT ENTRANCE RAMP GORE AREA

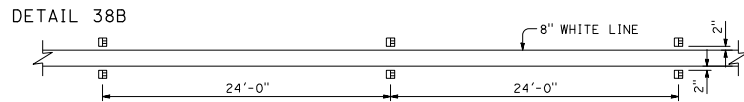
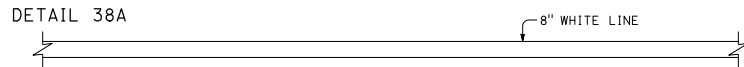
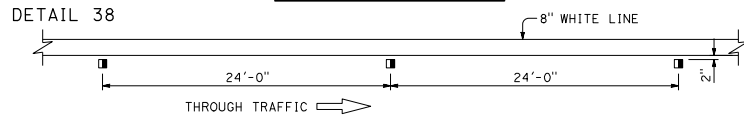


PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

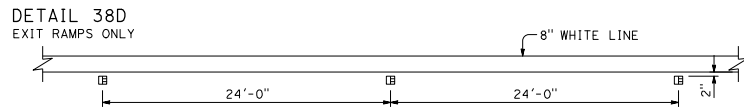
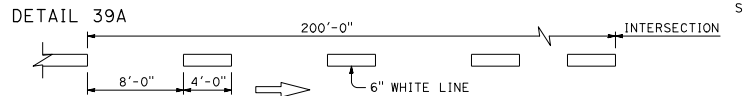
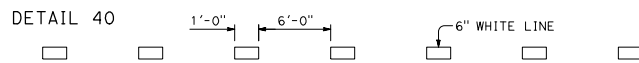
NO SCALE

A20C

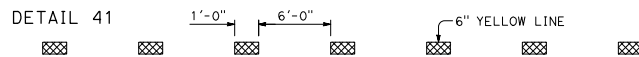
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS
Malik Rehman REGISTERED CIVIL ENGINEER				
September 19, 2025 PLANS APPROVAL DATE				
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				
Malik Rehman No. C83390 EXP. 3-31-27 CIVIL STATE OF CALIFORNIA				

CHANNELIZING LINE

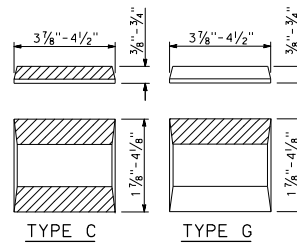
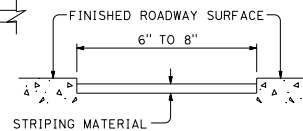
~~DETAIL 38C~~ ~~DETAIL 38C DELETED~~

**BIKE LANE LINE****INTERSECTION LINE
BIKE LANE****LANE LINE EXTENSIONS THROUGH INTERSECTIONS**

~~DETAIL 40A~~ ~~DETAIL 40A DELETED~~

CENTERLINE EXTENSIONS THROUGH INTERSECTIONS

~~DETAIL 41A~~ ~~DETAIL 41A DELETED~~

**RETRORFLECTIVE FACE
MARKER DETAILS****DETAIL FOR RECESSED
TRAFFIC STRIPE**

See Notes A and B

RECESSED NOTES:

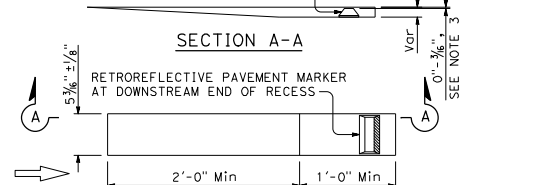
- See typical traffic line details for pavement marking patterns.
- See Standard Specifications for recess depth and recess striping material thickness.

LEGEND:

- TYPE C RED-CLEAR RETRORFLECTIVE MARKER
- TYPE G ONE-WAY CLEAR RETRORFLECTIVE MARKER
- 6" YELLOW LINE

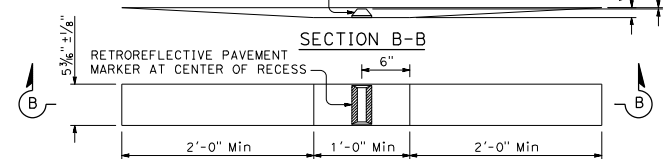
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
Malik Rehman REGISTERED CIVIL ENGINEER September 19, 2025 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				

RETRORFLECTIVE PAVEMENT MARKER
AT DOWNSTREAM END OF RECESS

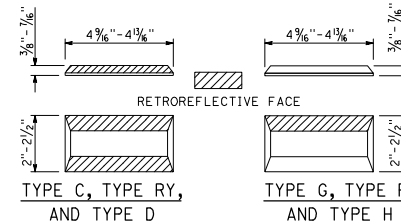
**PLAN
TYPE 1**

See Note 5

RETRORFLECTIVE PAVEMENT
MARKER AT CENTER OF RECESS

**PLAN
TYPE 2****RECESS DETAIL FOR RETRORFLECTIVE PAVEMENT MARKER**

See Note 4

**RECESSED MARKER NOTES:**

- See typical traffic line details for marker patterns to be used with recessed pavement markers.
- The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
- The top of pavement markers installed in recesses shall be 0" to 1/8" below the pavement surface.
- Use Type 1 recess for pavement markers with one-way retroreflective face. Use Type 2 recess for pavement markers with two-way retroreflective face.
- For exit ramps, use Type 1 recess for Type R markers with one-way retroreflective face. Reverse the orientation of the recess and place the marker at the upstream end of the recess.

**RETRORFLECTIVE PAVEMENT MARKER
FOR RECESSED INSTALLATION**

See Notes 1 and 2

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS**

NO SCALE

A20D

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

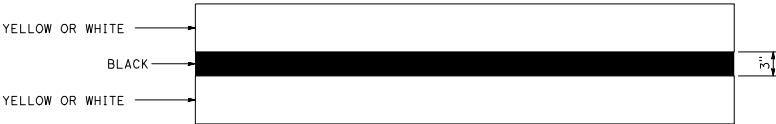
September 19, 2025
PLANS APPROVAL DATE

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REGISTERED PROFESSIONAL ENGINEER

Malik Rehman
No. C83390
EXP. 3-31-27
CIVIL

STATE OF CALIFORNIA

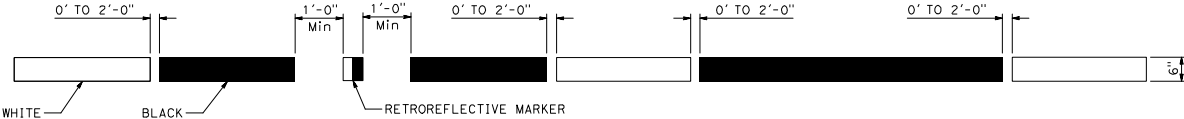


TYPICAL DOUBLE STRIPE CONTRAST DETAIL

- NOTES:
- 1. See Standard Plans A20A, A20B, A20C, A20D and A20F for traffic lines typical details.
 - 2. Detail 9 Traffic stripe shown. See project plans for traffic stripe details.



OPTION 1
TYPICAL LANE LINE OR RIGHT EDGE LINE CONTRAST DETAIL

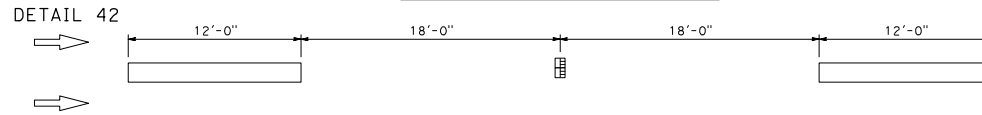


OPTION 2
TYPICAL LANE LINE CONTRAST DETAIL
See Note 2

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**TRAFFIC LINES
TYPICAL DETAILS
FOR CONTRAST STRIPING**
NO SCALE

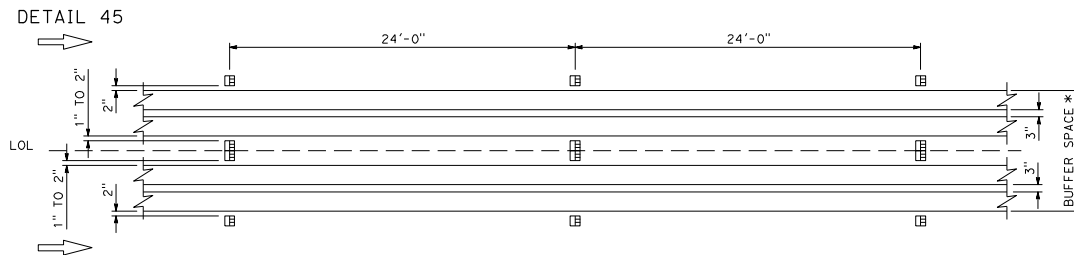
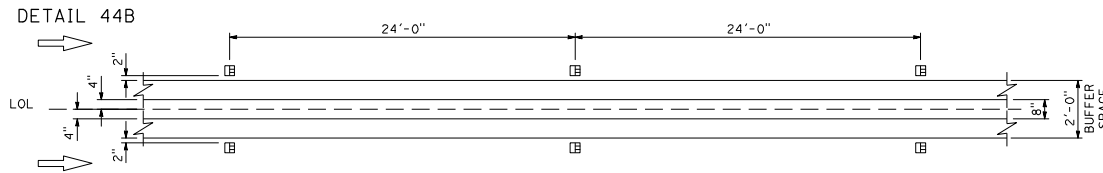
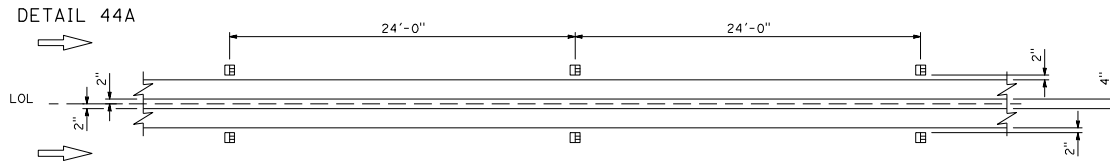
A20E

PREFERENTIAL LANE LINES



~~DETAIL 43~~ DETAIL 43 DELETED

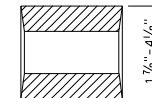
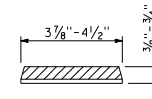
~~DETAIL 43A~~ DETAIL 43A DELETED



* See pavement delineation plan for dimension.

LEGEND:

- TYPE C RED-CLEAR RETROREFLECTIVE MARKER
- 8" WHITE LINE



RETROREFLECTIVE FACE

TYPE C

MARKER DETAILS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS

NO SCALE

A20F

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
REGISTERED CIVIL ENGINEER					
September 19, 2025					
PLANS APPROVAL DATE					
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REGISTERED PROFESSIONAL ENGINEER

Malik Rehman

No. C83390

EXP. 3-31-27

CIVIL

STATE OF CALIFORNIA

NOTES:

1. May be a limit line or crosswalk.
2. See Standard Plans A24F and A24G for crosswalk and pavement marker details.
3. For raised markers, place Type R one-way red retroreflective markers on outermost limit line or crosswalk line with red facing the intersection. For recessed markers, place Type R one-way retroreflective markers with red facing the intersection and as shown on Standard Plan A24G.
4. The distances and marker spacings may be adjusted based on site specific conditions, exit ramp geometry, or loop detectors.
5. See Standard Plan A20D for recess details.
6. See Standard Plan A24G for Type V arrow detail with Type R one-way red retroreflective markers.
7. The Type R marker body must be white in color.

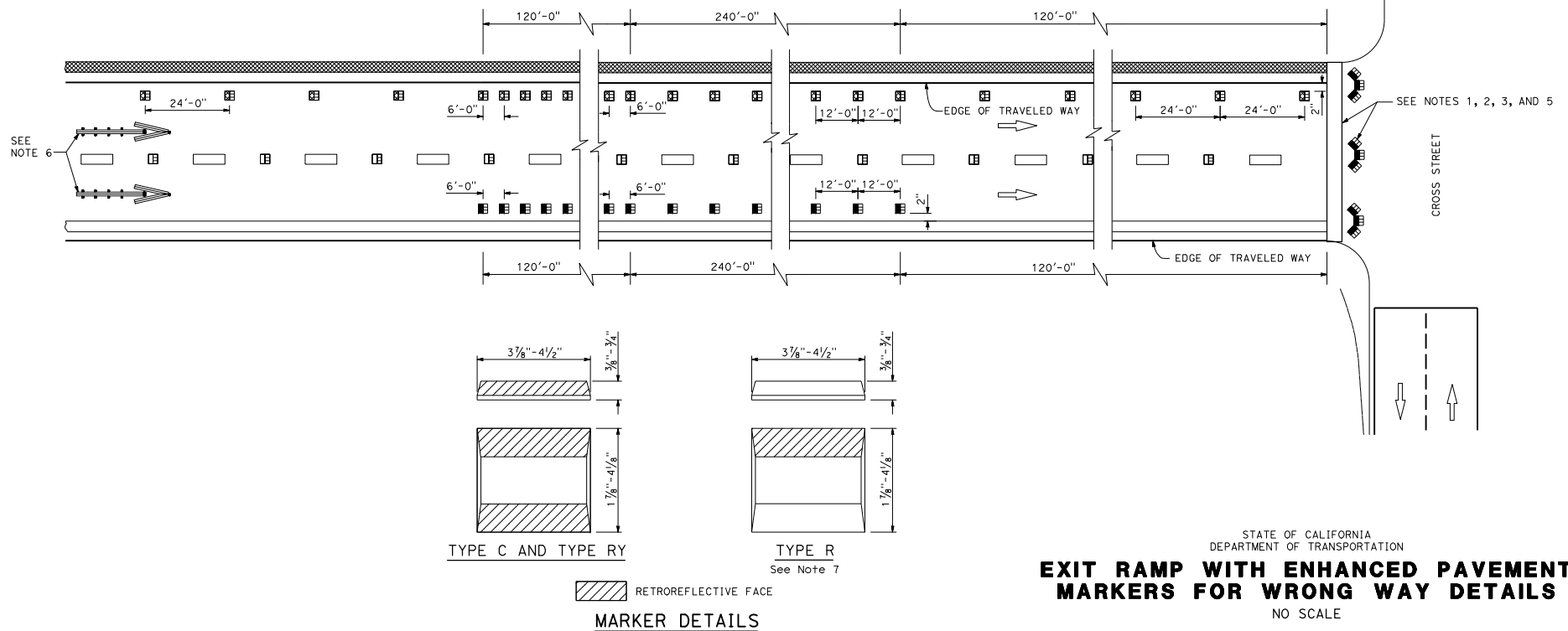
LEGEND:**MARKERS**

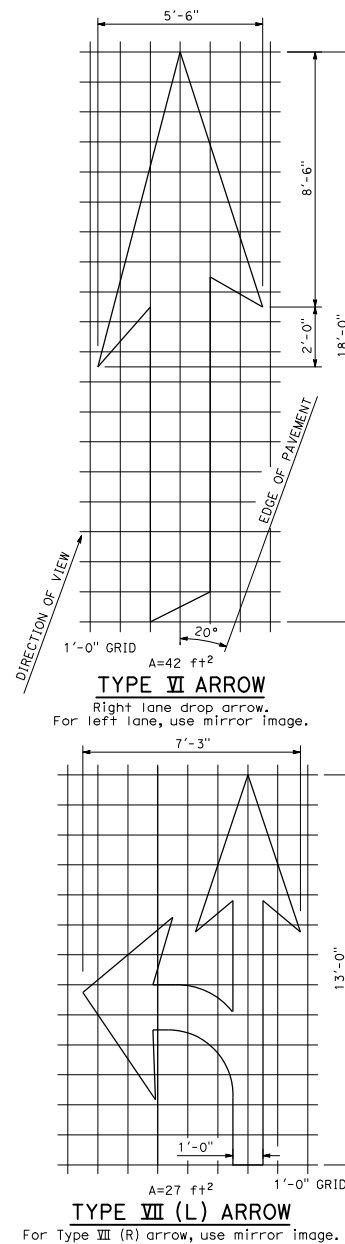
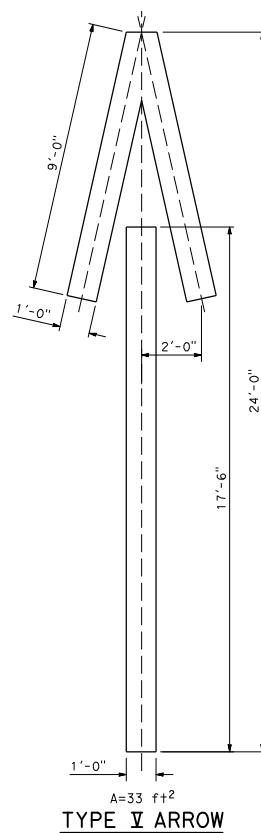
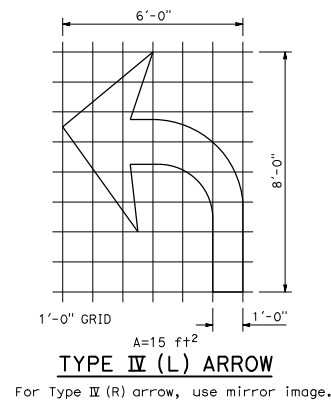
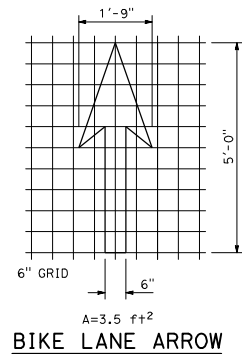
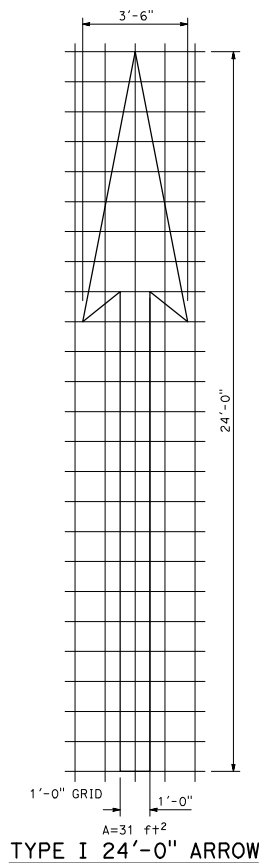
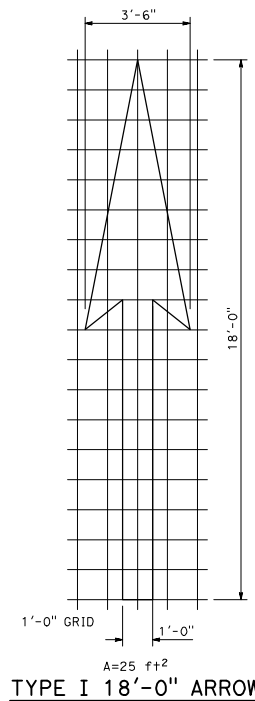
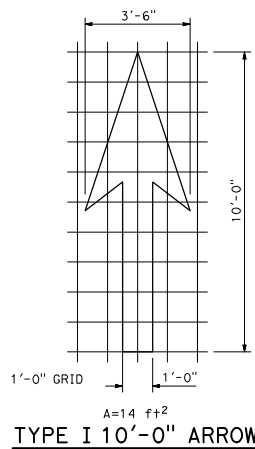
-  TYPE C TWO-WAY RED-CLEAR RETROREFLECTIVE MARKER
-  TYPE RY TWO-WAY RED-YELLOW RETROREFLECTIVE MARKER
-  TYPE R ONE-WAY RED RETROREFLECTIVE MARKER
-  6" WHITE LINE
-  6" YELLOW LINE

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

Malik Rehman
 REGISTERED CIVIL ENGINEER
 No. C83390
 Exp. 3-31-27
 CIVIL
 STATE OF CALIFORNIA

September 19, 2025
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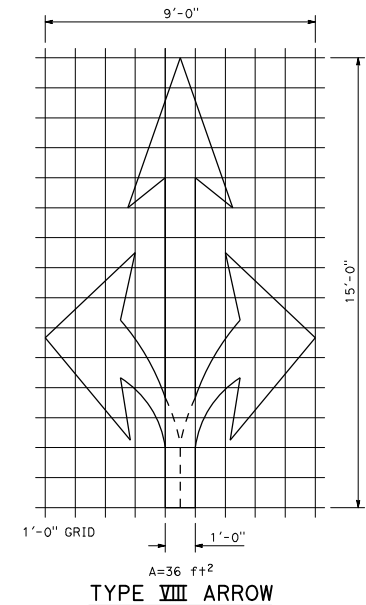
DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

Malik Rehman
 REGISTERED CIVIL ENGINEER
 No. C83390
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NOTE:

1. Minor variations in dimensions may be accepted by the Engineer.

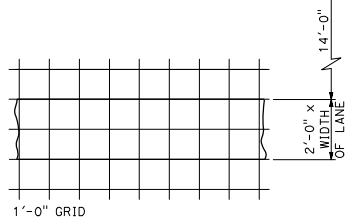
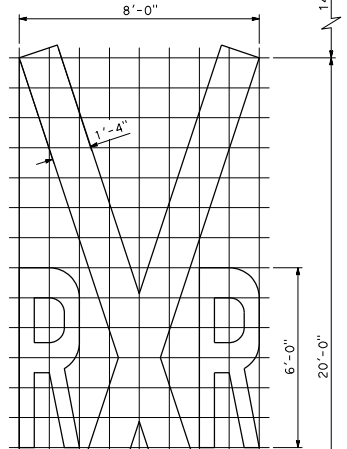
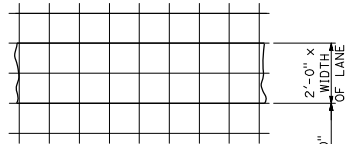


STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKINGS
ARROWS**

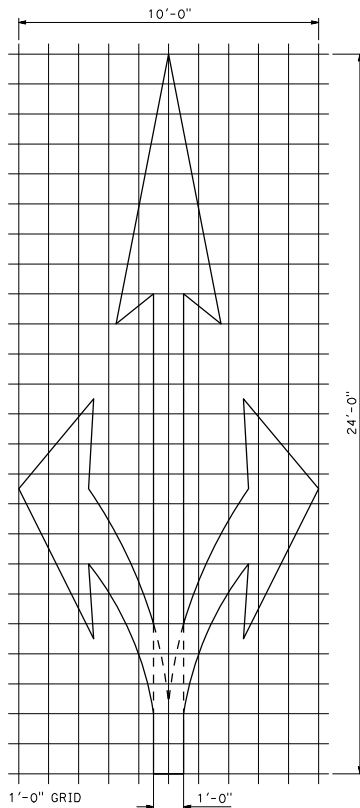
NO SCALE

A24A

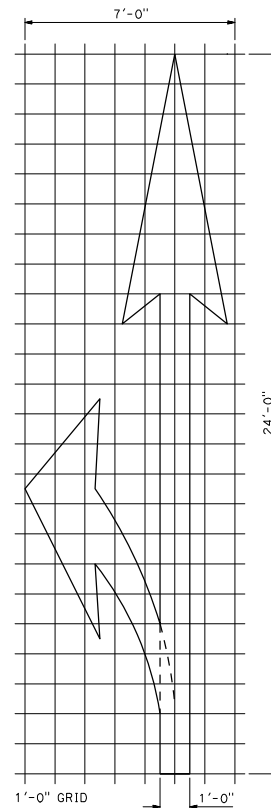


RAILROAD CROSSING SYMBOL

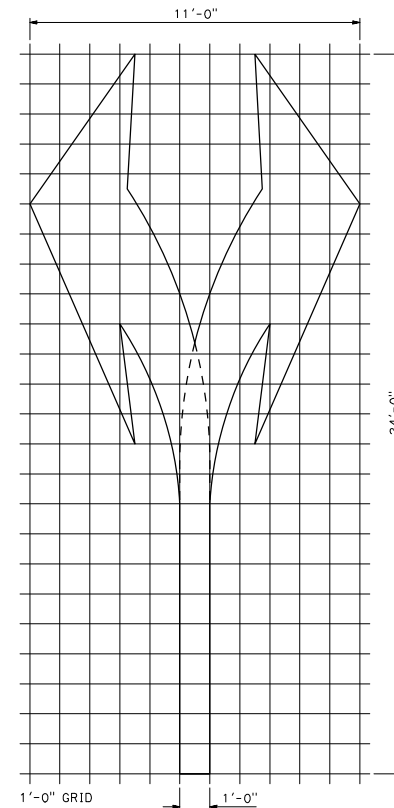
*70 SFT does not include the 2'-0" x variable width transverse lines.



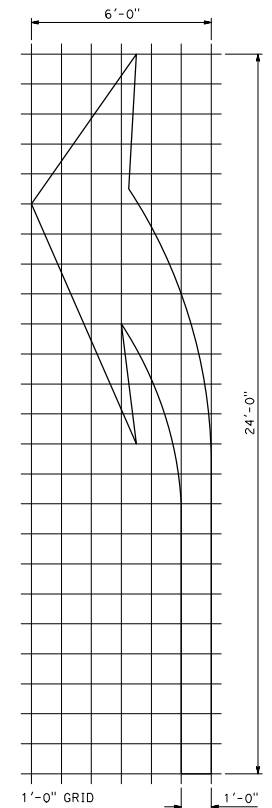
A=59 ft²
TYPE II (B) ARROW



A=45 ft²
TYPE II (L) ARROW
For Type II (R) use mirror image.



A=73 ft²
TYPE III (B) ARROW



A=42 ft²
TYPE III (L) ARROW
For Type III (R) use mirror image.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION **PAVEMENT MARKINGS ARROWS AND SYMBOLS**

NO SCALE

A24B

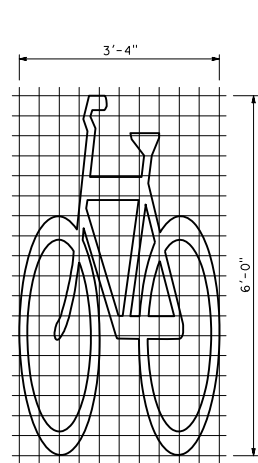
NOTE:

1. Minor variations in dimensions may be accepted by the Engineer.

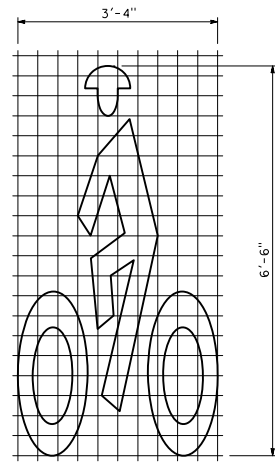
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Malik Rehman
 REGISTERED CIVIL ENGINEER
 No. C83390
 EXP. 3-31-27
 CIVIL
 STATE OF CALIFORNIA

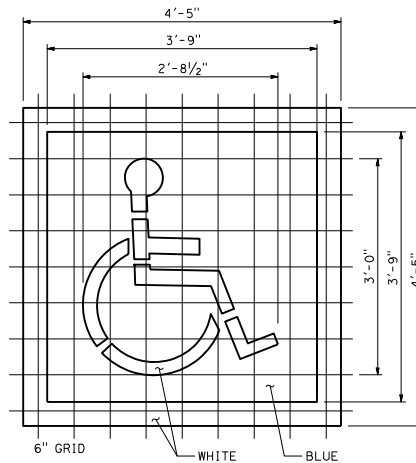
September 19, 2025
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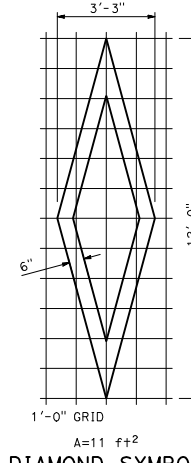
4" GRID
A=7 ft²
**BIKE LANE SYMBOL
WITHOUT PERSON**



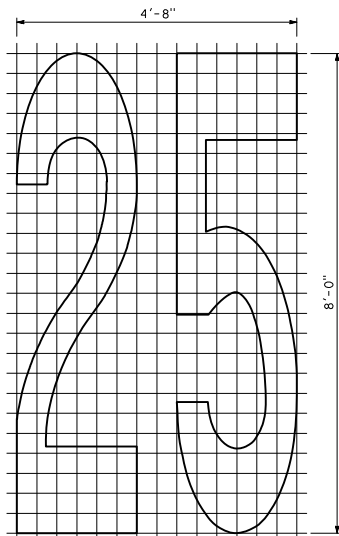
4" GRID
A=7 ft²
**BIKE LANE SYMBOL
WITH PERSON**



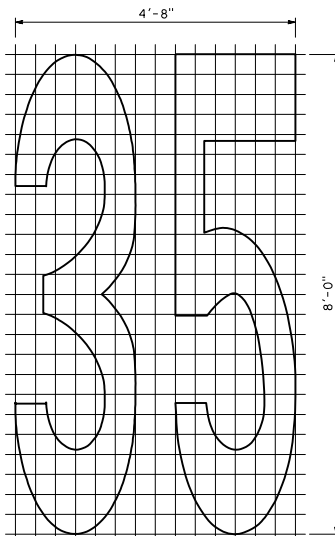
6" GRID
A=9 ft² (WHITE)
A=14 ft² (BLUE)
**INTERNATIONAL SYMBOL OF
ACCESSIBILITY (ISA) MARKING**



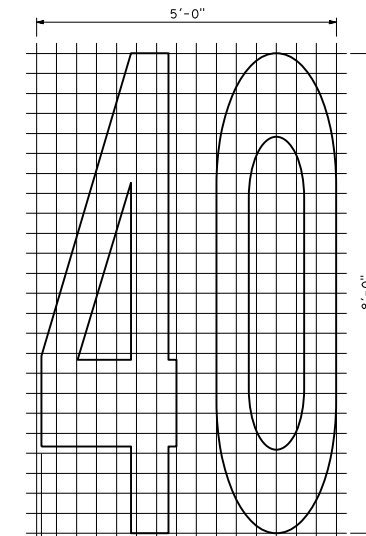
A=11 ft²
DIAMOND SYMBOL



4" GRID
A=17.5 ft²

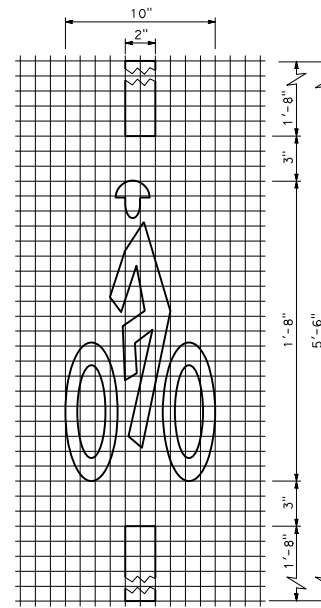


4" GRID
A=16.5 ft²

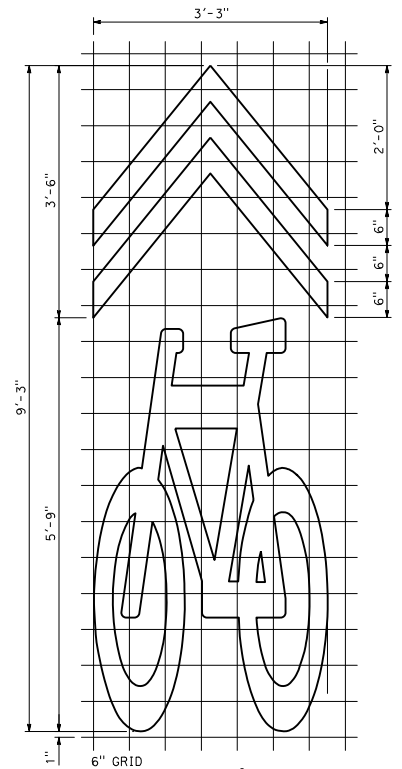


4" GRID
A=19.5 ft²

NUMERALS



1" GRID
A=2 ft²
**BICYCLE LOOP
DETECTOR SYMBOL**



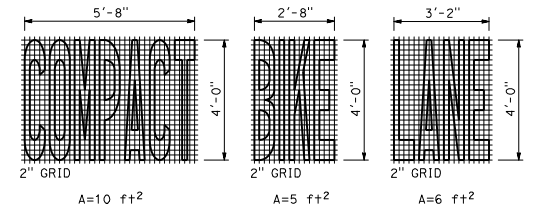
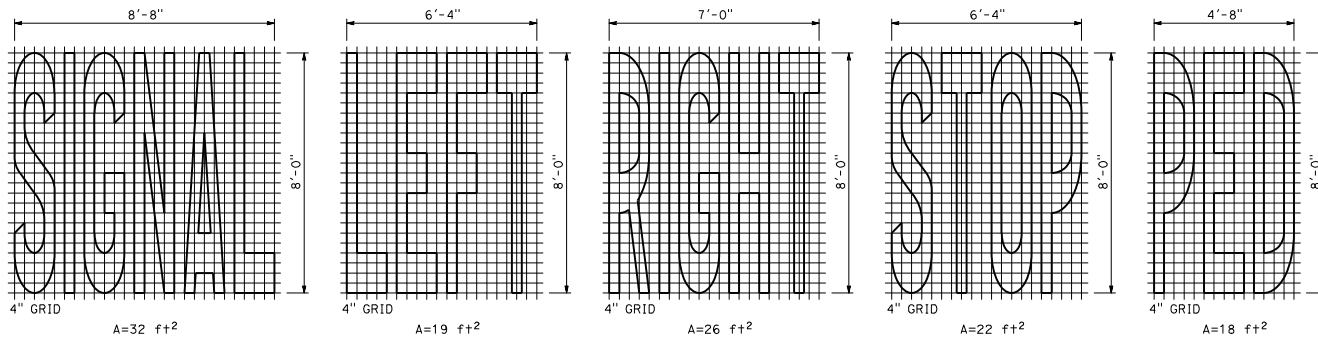
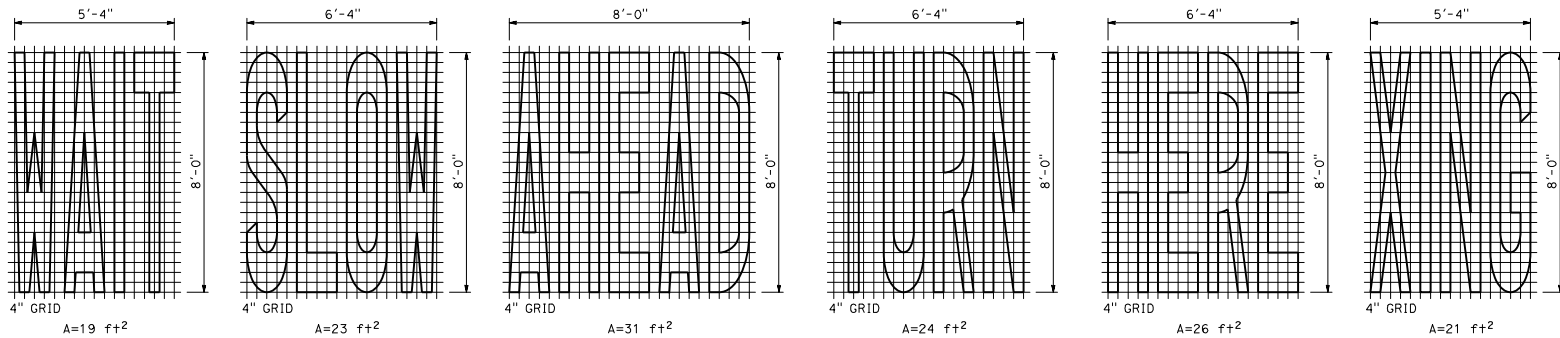
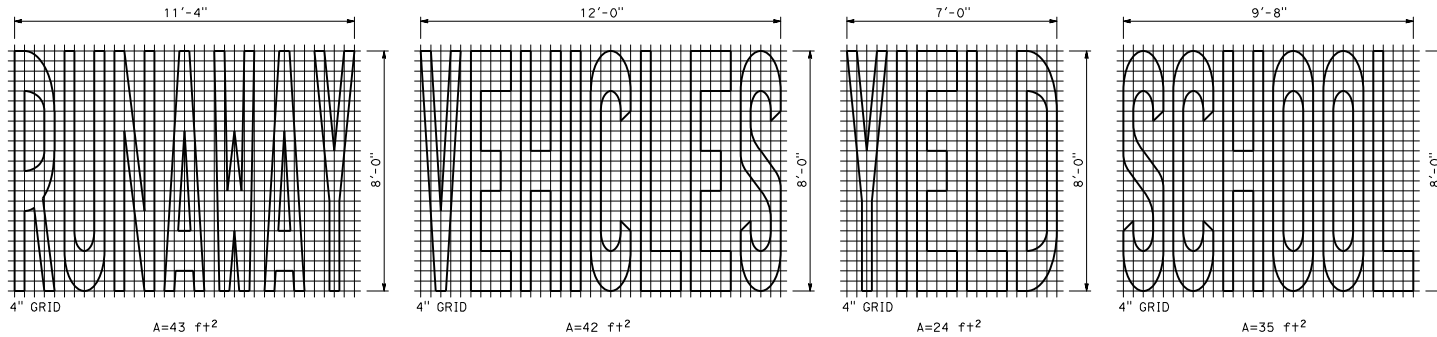
6" GRID
A=11.5 ft²
SHARED ROADWAY BICYCLE MARKING

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
SYMBOLS AND NUMERALS**
NO SCALE

A24C

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
Malik Rehman REGISTERED CIVIL ENGINEER September 19, 2025 PLANS APPROVAL DATE: THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.			REGISTERED PROFESSIONAL ENGINEER Malik Rehman No. C83390 Exp. 3-31-27 CIVIL STATE OF CALIFORNIA		

NOTE:
1. Minor variations in dimensions
may be accepted by the Engineer.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
WORDS**
NO SCALE

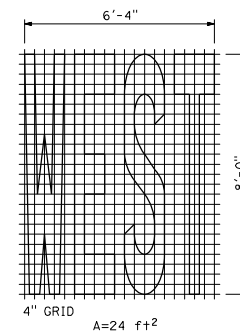
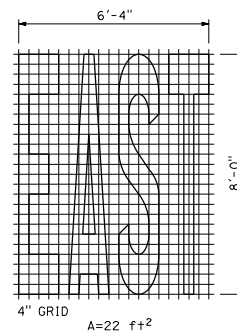
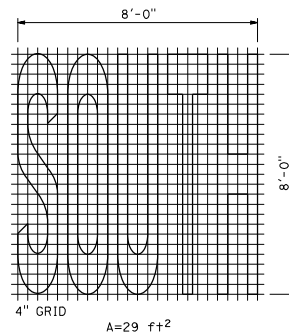
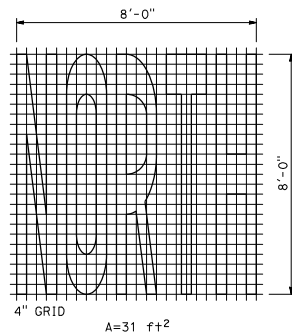
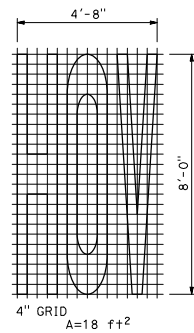
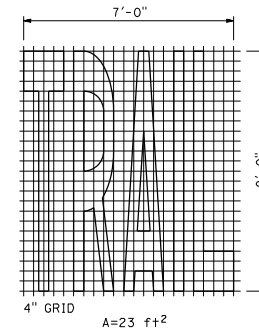
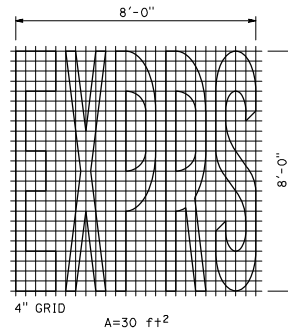
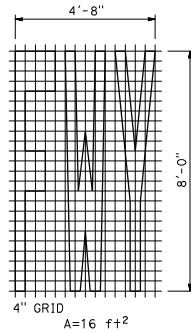
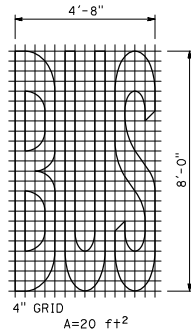
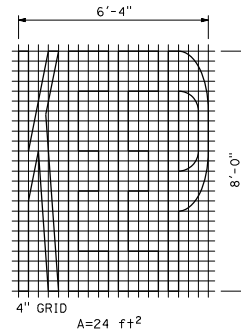
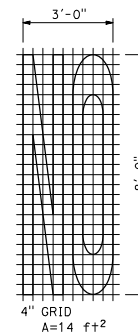
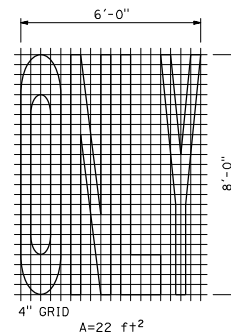
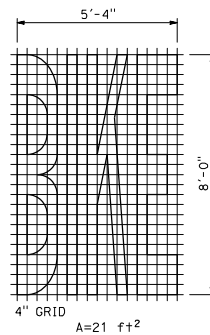
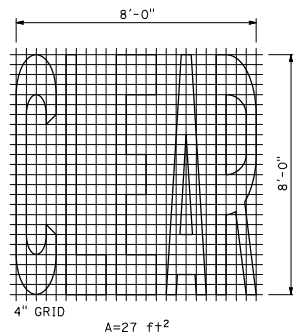
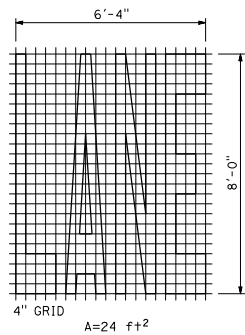
A24D

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
<i>Malik Rehman</i> REGISTERED CIVIL ENGINEER September 19, 2025 PLANS APPROVAL DATE: THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				
REGISTERED PROFESSIONAL ENGINEER No. C83390 Exp. 3-31-27 CIVIL STATE OF CALIFORNIA				

NOTES:

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- Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS			
ITEM	ft ²	ITEM	ft ²
RUNAWAY	43	VEHICLES	42
YIELD	24	SCHOOL	35
WAIT	19	SLOW	23
AHEAD	31	TURN	24
HERE	26	XING	21
SIGNAL	32	LEFT	19
RIGHT	26	STOP	22
PED	18	COMPACT	10
BIKE	5	LANE	6



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Malik Rehman
 REGISTERED CIVIL ENGINEER
 No. C83390
 EXPIRATION DATE 3-31-27
 CIVIL
 STATE OF CALIFORNIA

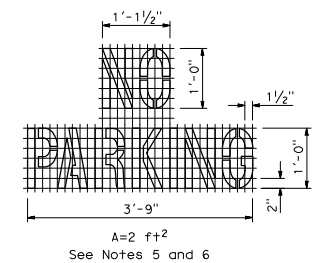
September 19, 2025
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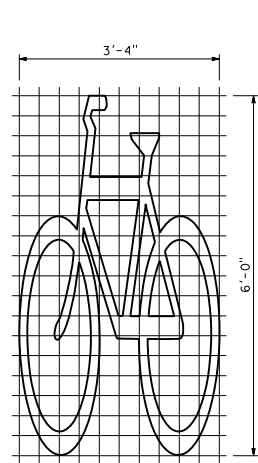
WORD MARKINGS

ITEM	SOFT	ITEM	SOFT	ITEM	SOFT
LANE	24	CLEAR	27	BIKE	21
ONLY	22	NO	14	KEEP	24
BUS	20	FWY	16	EXPRS	30
TRAIL	23	HOV	18	NORTH	31
SOUTH	29	EAST	22	WEST	24
NO PARKING	2				

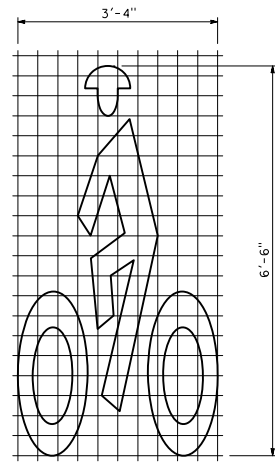


STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
WORDS
 NO SCALE

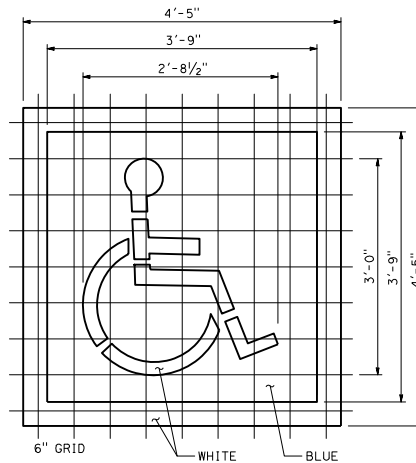
A24E



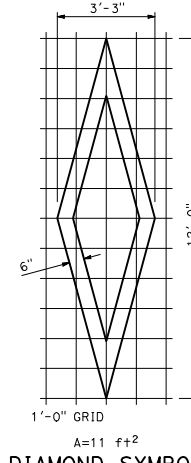
4" GRID
A=7 ft²
**BIKE LANE SYMBOL
WITHOUT PERSON**



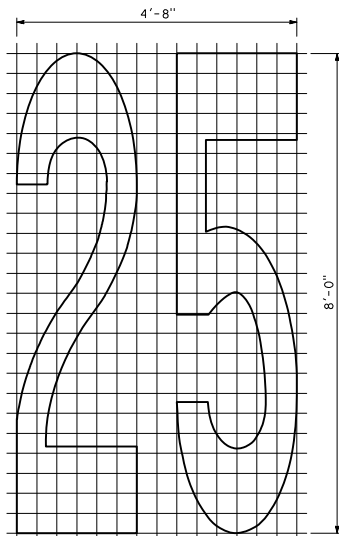
4" GRID
A=7 ft²
**BIKE LANE SYMBOL
WITH PERSON**



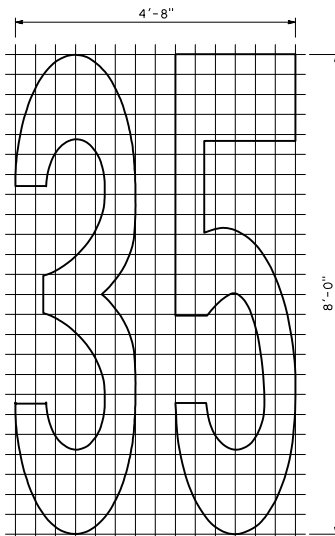
6" GRID
A=9 ft² (WHITE)
A=14 ft² (BLUE)
**INTERNATIONAL SYMBOL OF
ACCESSIBILITY (ISA) MARKING**



A=11 ft²
DIAMOND SYMBOL

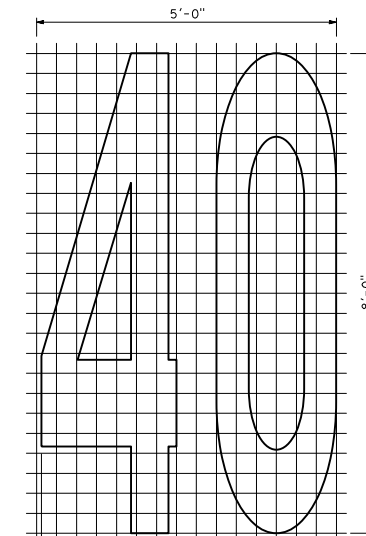


4" GRID
A=17.5 ft²

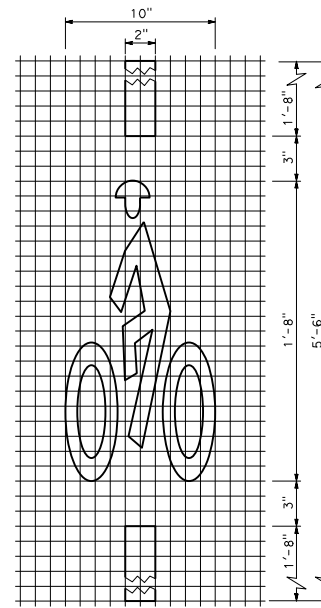


4" GRID
A=16.5 ft²

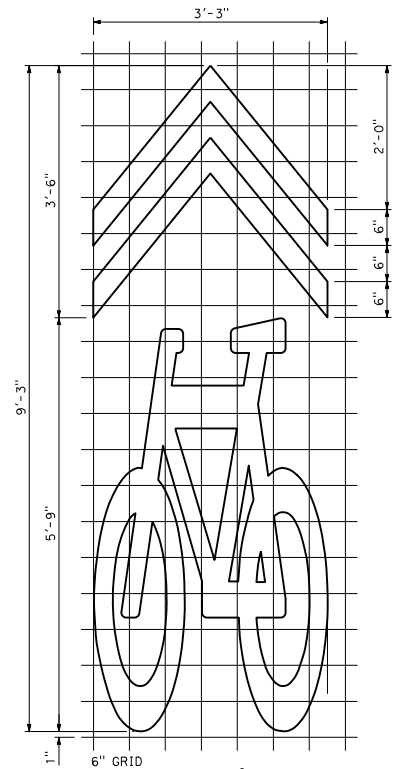
NUMERALS



4" GRID
A=19.5 ft²



1" GRID
A=2 ft²
**BICYCLE LOOP
DETECTOR SYMBOL**



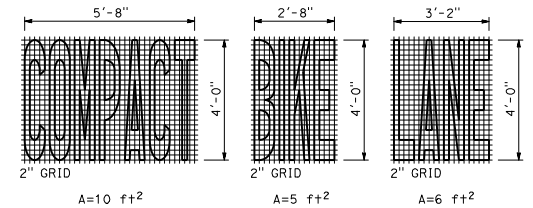
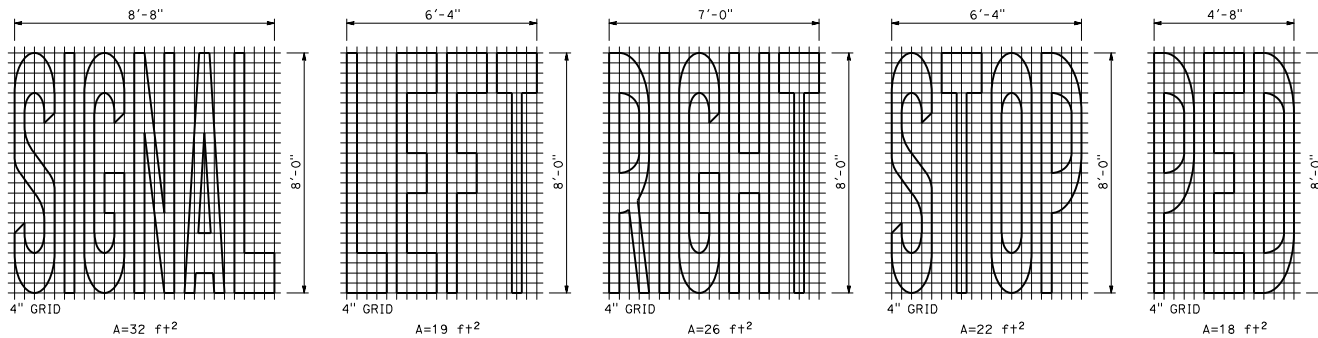
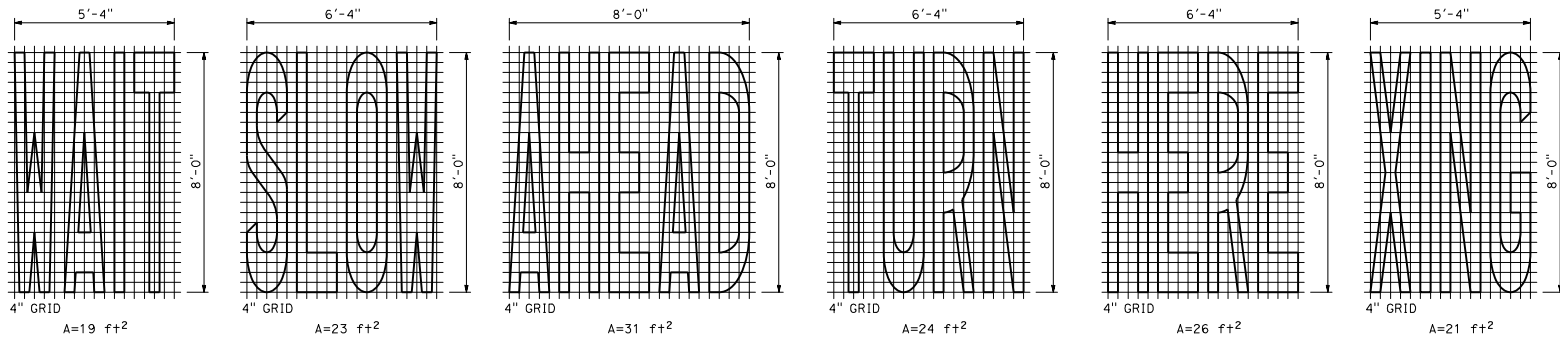
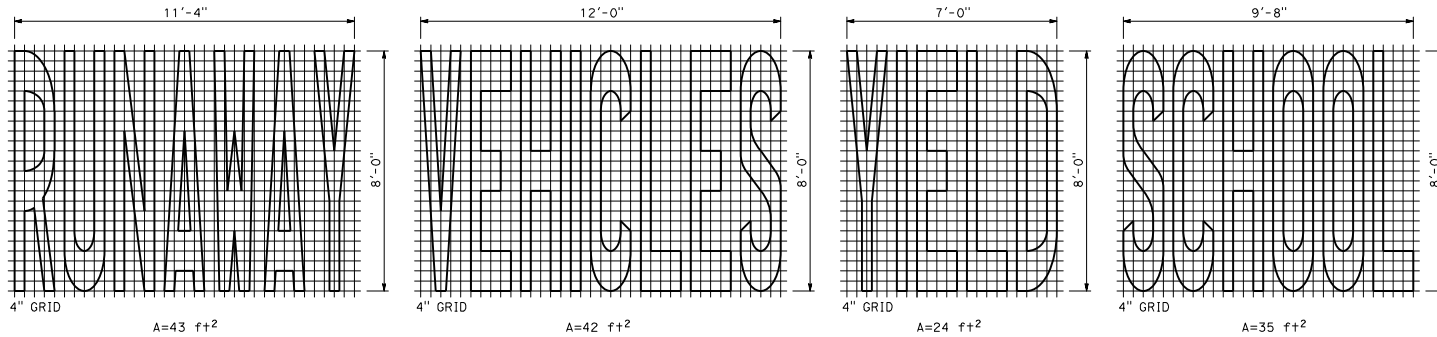
A=11.5 ft²
SHARED ROADWAY BICYCLE MARKING

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
SYMBOLS AND NUMERALS**
NO SCALE

A24C

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Malik Rehman REGISTERED CIVIL ENGINEER September 19, 2025 PLANS APPROVAL DATE: THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.			REGISTERED PROFESSIONAL ENGINEER Malik Rehman No. C83390 Exp. 3-31-27 CIVIL STATE OF CALIFORNIA		

NOTE:
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may be accepted by the Engineer.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
WORDS**
NO SCALE

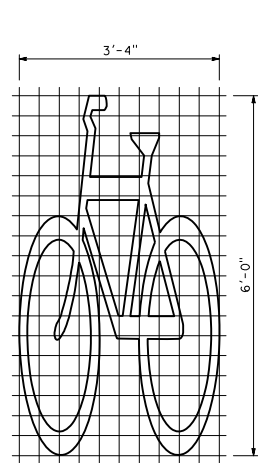
A24D

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 REGISTERED CIVIL ENGINEER					
September 19, 2025 PLANS APPROVAL DATE:					
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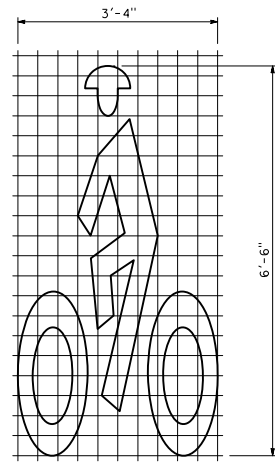
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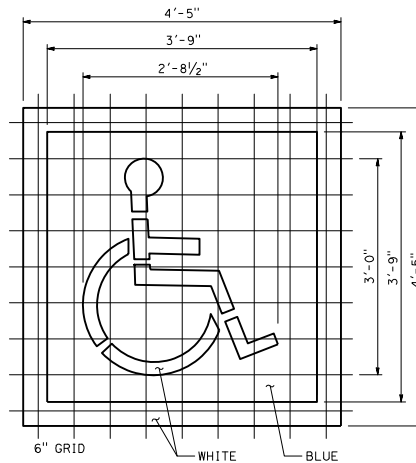
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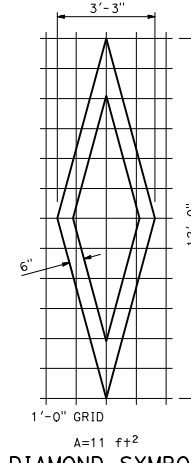
4" GRID
A=7 ft²
**BIKE LANE SYMBOL
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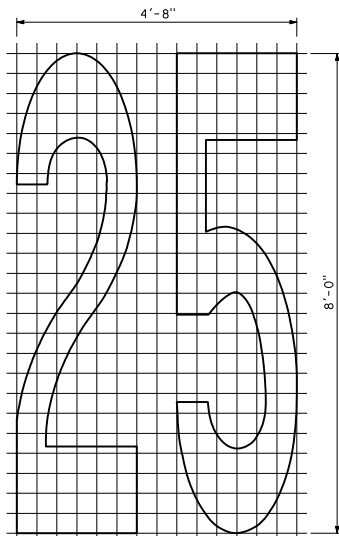
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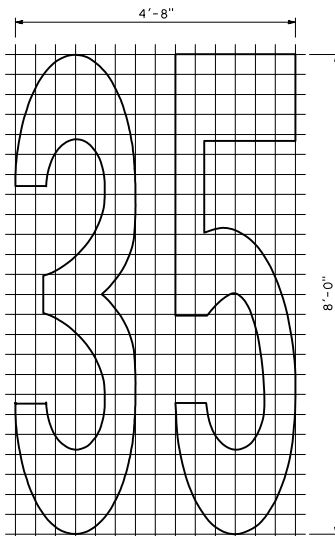
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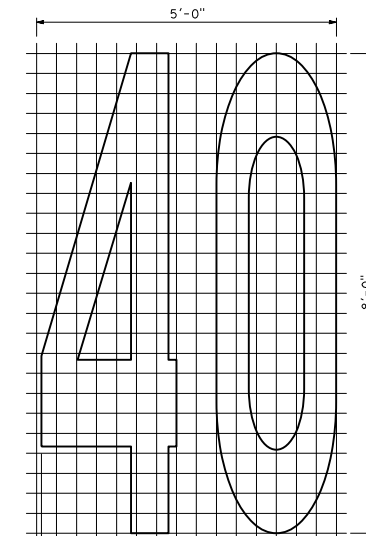


4" GRID
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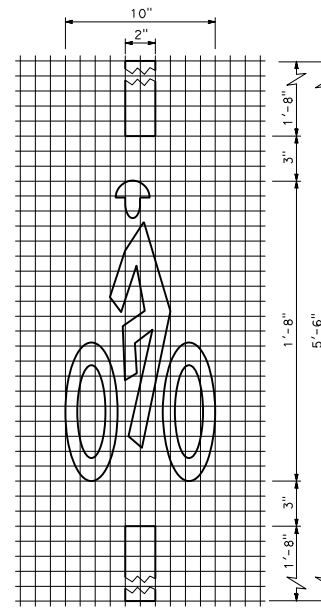


4" GRID
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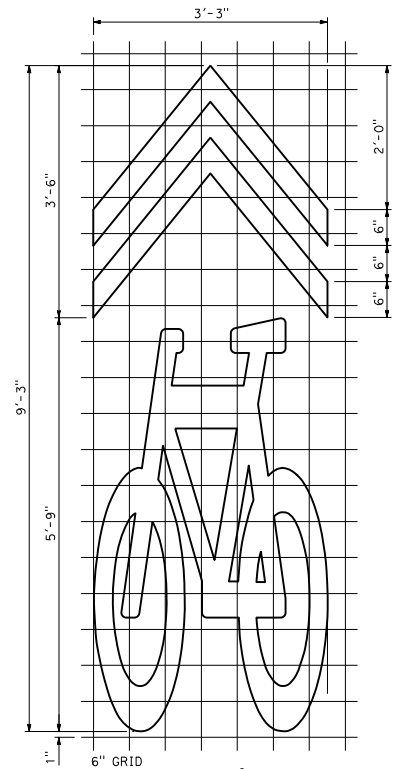
NUMERALS



4" GRID
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A=2 ft²
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DETECTOR SYMBOL**



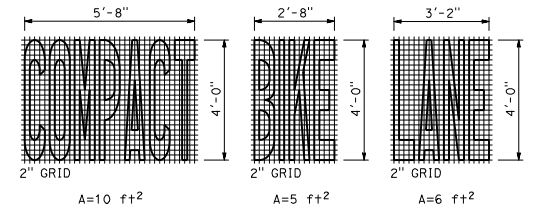
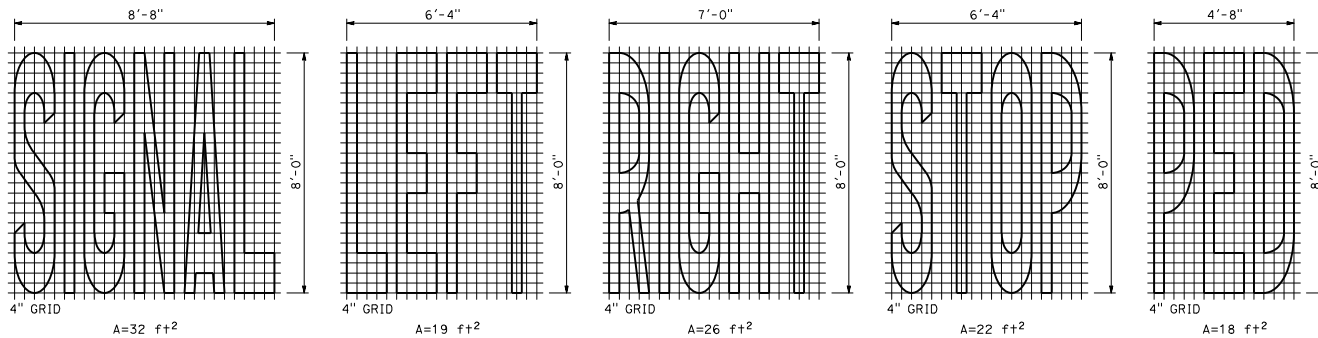
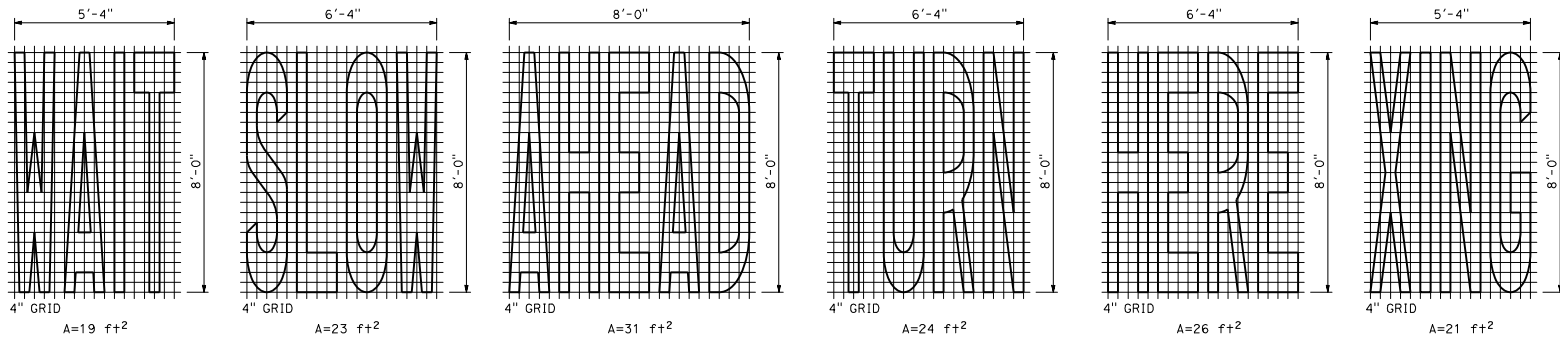
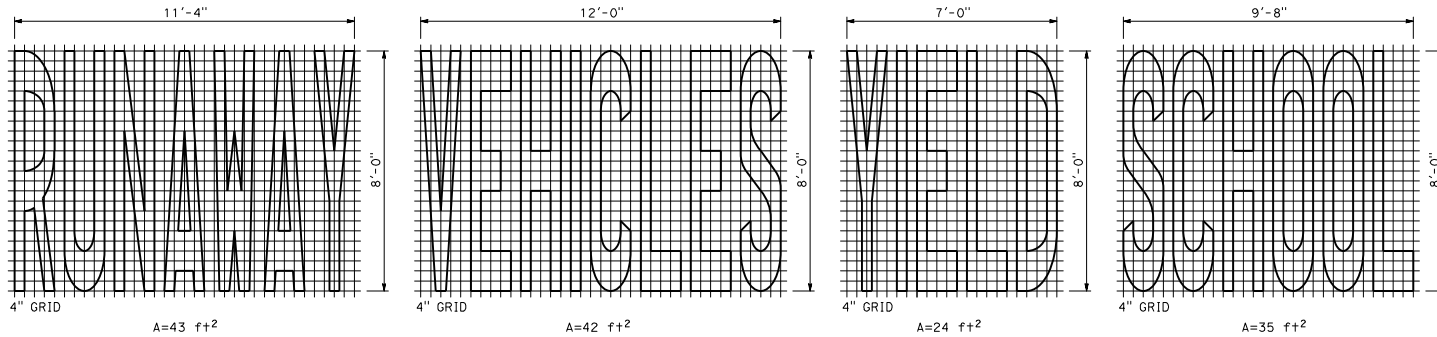
6" GRID
A=11.5 ft²
SHARED ROADWAY BICYCLE MARKING

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
SYMBOLS AND NUMERALS**
NO SCALE

A24C

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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
WORDS**
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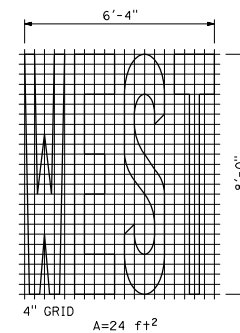
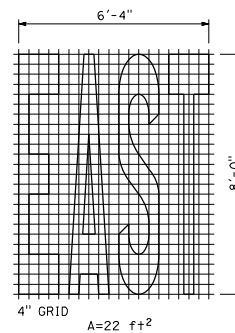
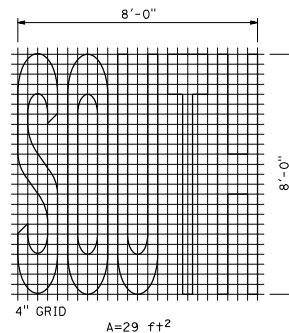
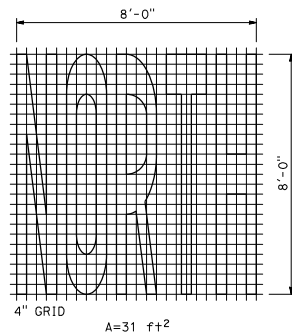
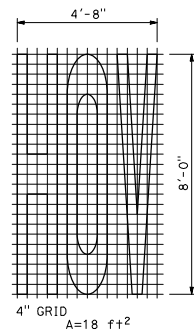
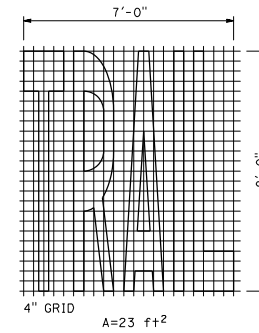
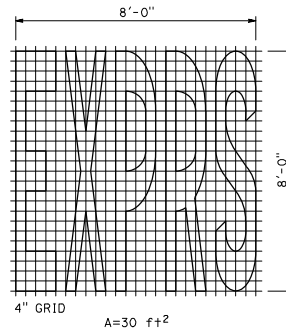
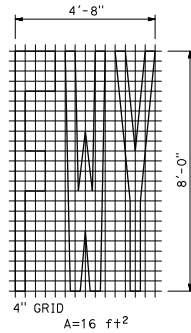
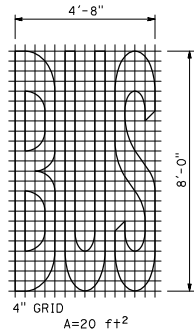
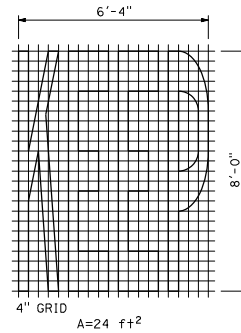
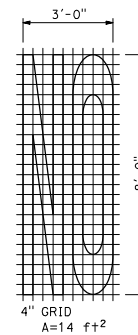
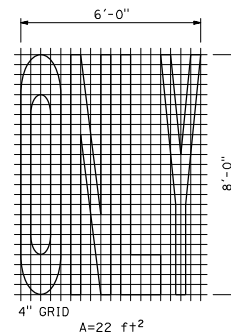
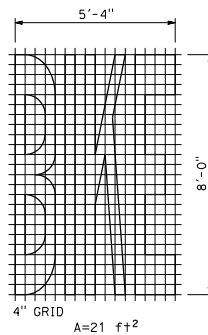
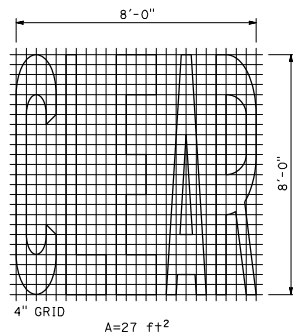
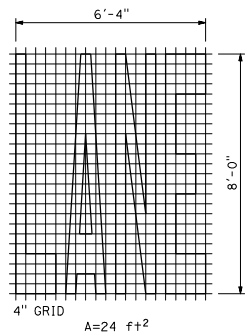
A24D

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REGISTERED PROFESSIONAL ENGINEER No. C83390 Exp. 3-31-27 CIVIL STATE OF CALIFORNIA				

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REGISTERED PROFESSIONAL ENGINEER

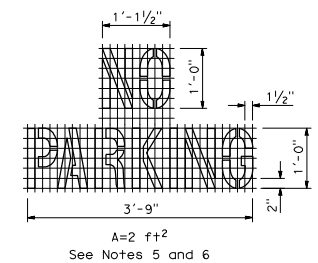
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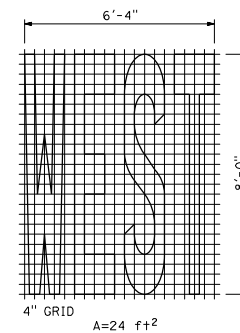
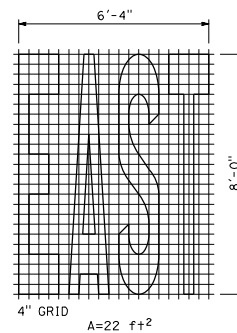
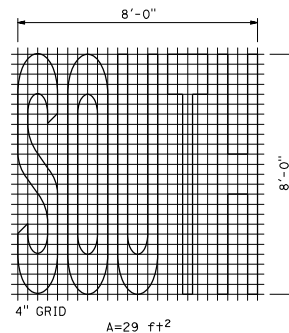
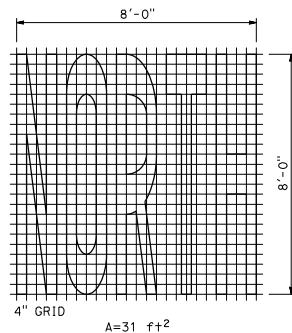
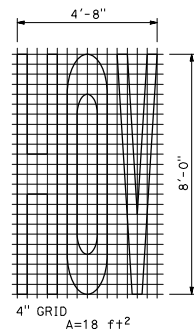
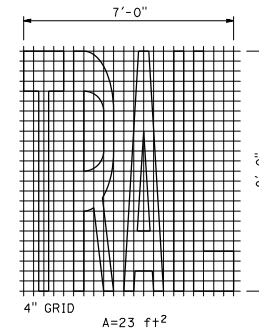
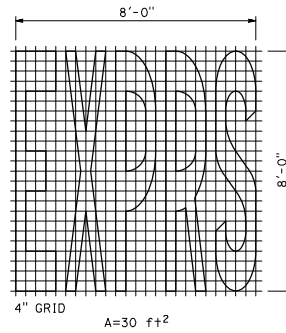
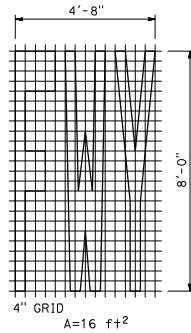
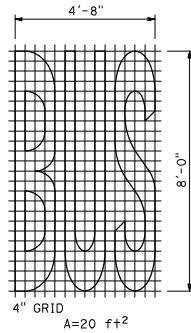
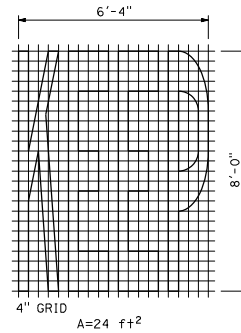
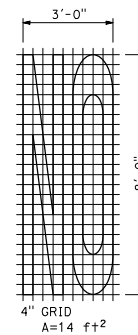
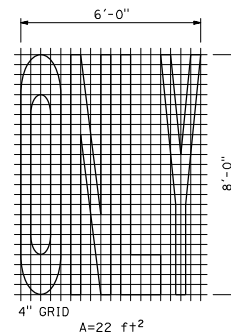
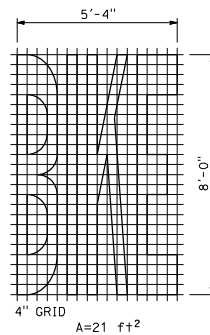
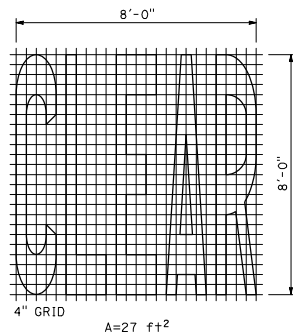
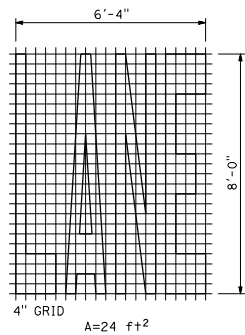
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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
WORDS**
NO SCALE

A24E



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

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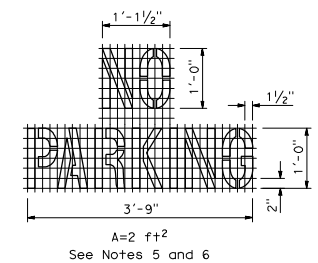
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1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number, or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.

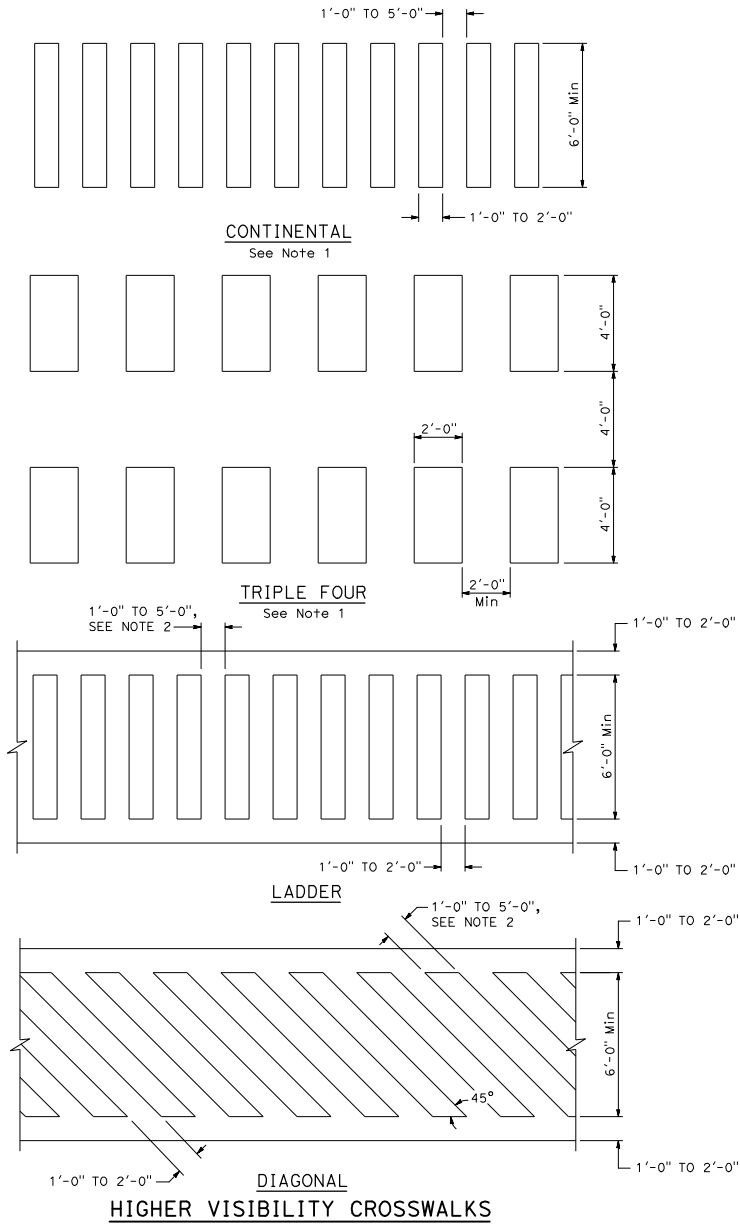
WORD MARKINGS

ITEM	SQFT	ITEM	SQFT	ITEM	SQFT
LANE	24	CLEAR	27	BIKE	21
ONLY	22	NO	14	KEEP	24
BUS	20	FWY	16	EXPRS	30
TRAIL	23	HOV	18	NORTH	31
SOUTH	29	EAST	22	WEST	24
NO PARKING	2				



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
WORDS**
NO SCALE

A24E



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Malik Rehman
REGISTERED CIVIL ENGINEER

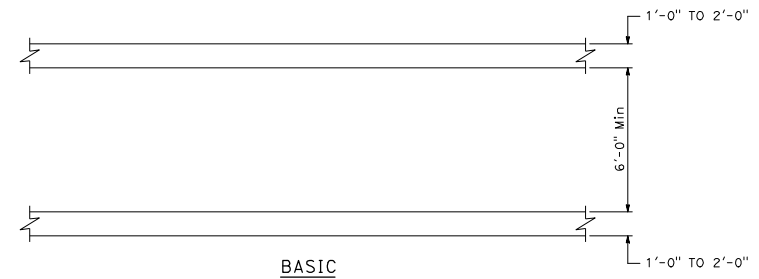
September 19, 2025
PLANS APPROVAL DATE

Malik Rehman
No. C83390
Exp. 3-31-27
CIVIL
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

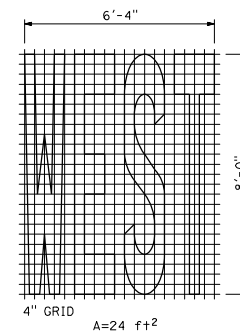
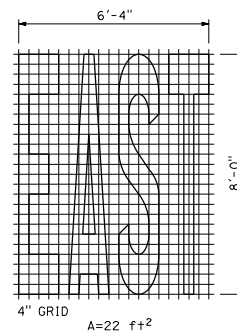
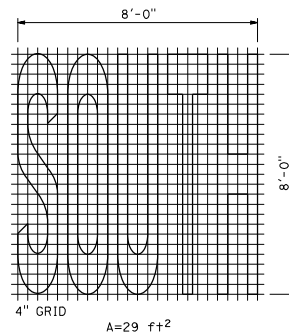
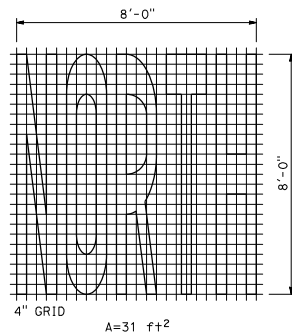
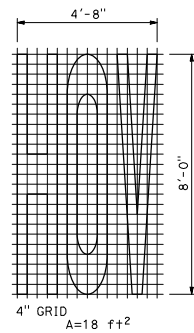
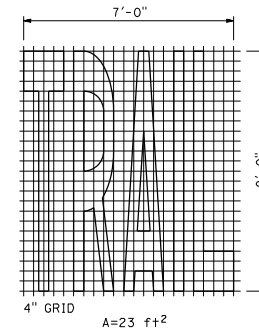
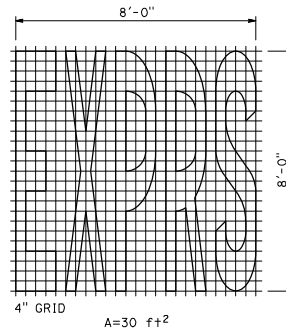
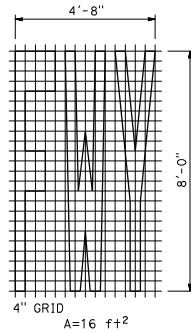
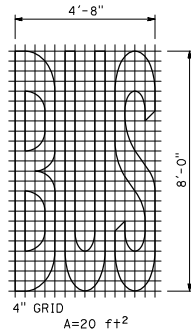
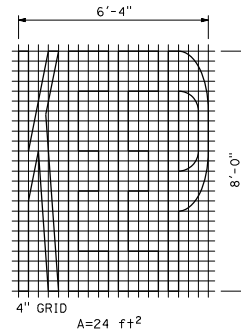
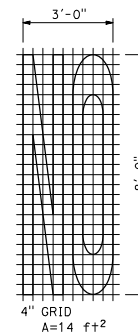
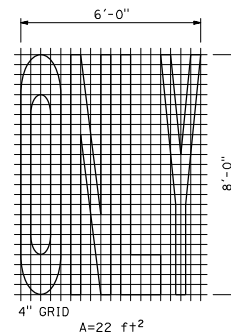
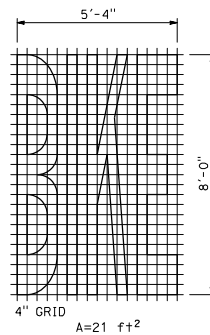
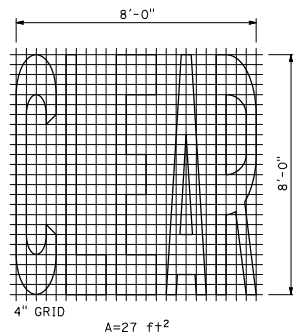
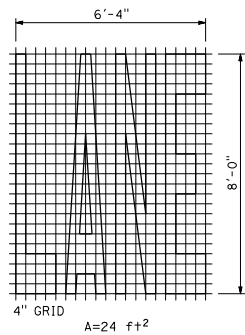
NOTES:

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 times width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
CROSSWALKS**
NO SCALE

A24F



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

Malik Rehman
 REGISTERED CIVIL ENGINEER
 No. C83390
 EXPIRATION DATE 3-31-27
 CIVIL
 STATE OF CALIFORNIA

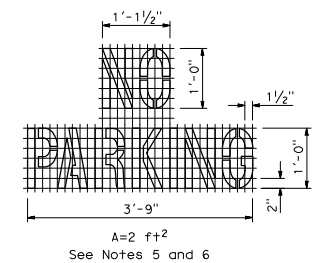
September 19, 2025
 PLANS APPROVAL DATE:
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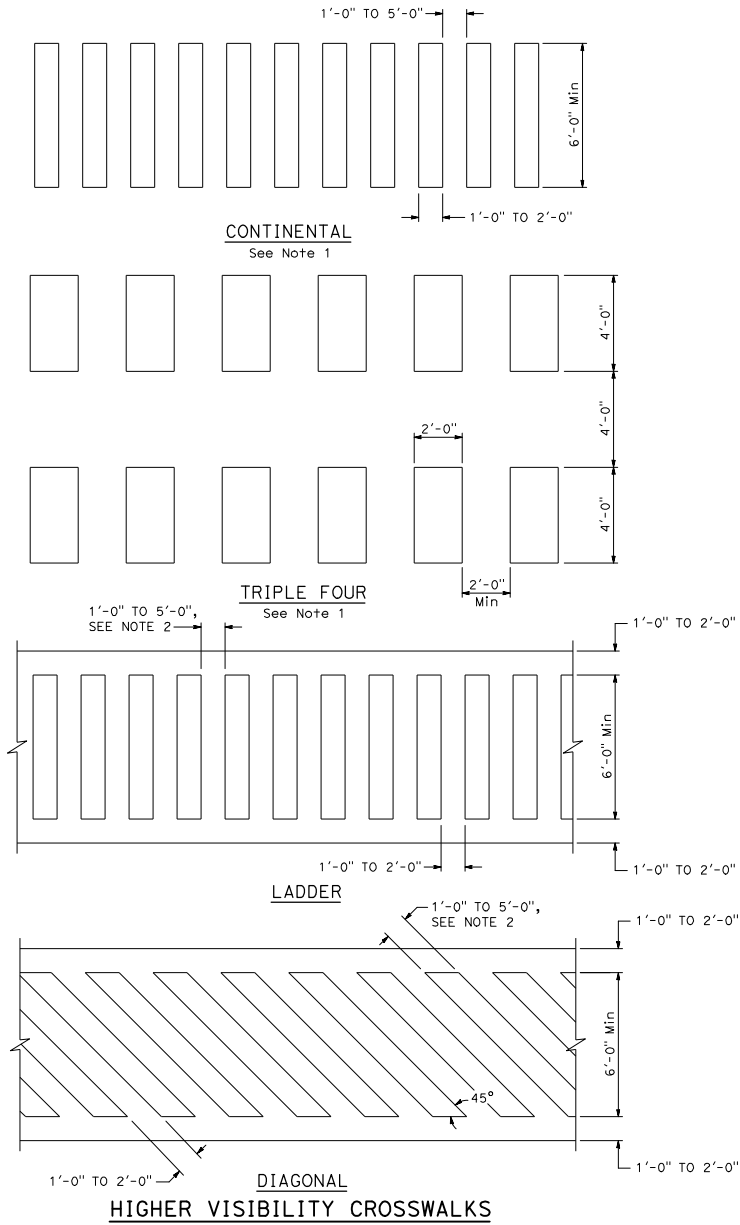
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ONLY	22	NO	14	KEEP	24
BUS	20	FWY	16	EXPRS	30
TRAIL	23	HOV	18	NORTH	31
SOUTH	29	EAST	22	WEST	24
NO PARKING	2				



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
WORDS**
NO SCALE

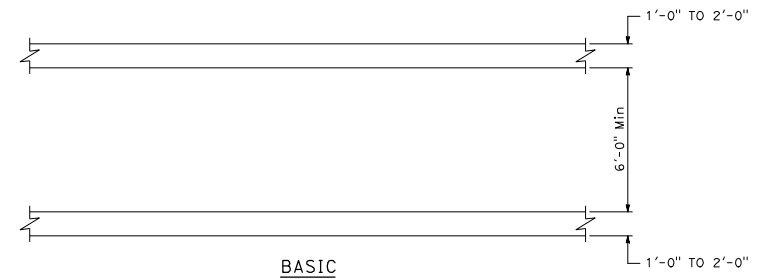
A24E



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
<i>Malik Rehman</i> REGISTERED CIVIL ENGINEER September 19, 2025 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					
REGISTERED PROFESSIONAL ENGINEER Malik Rehman No. C83390 Exp. 3-31-27 CIVIL STATE OF CALIFORNIA					

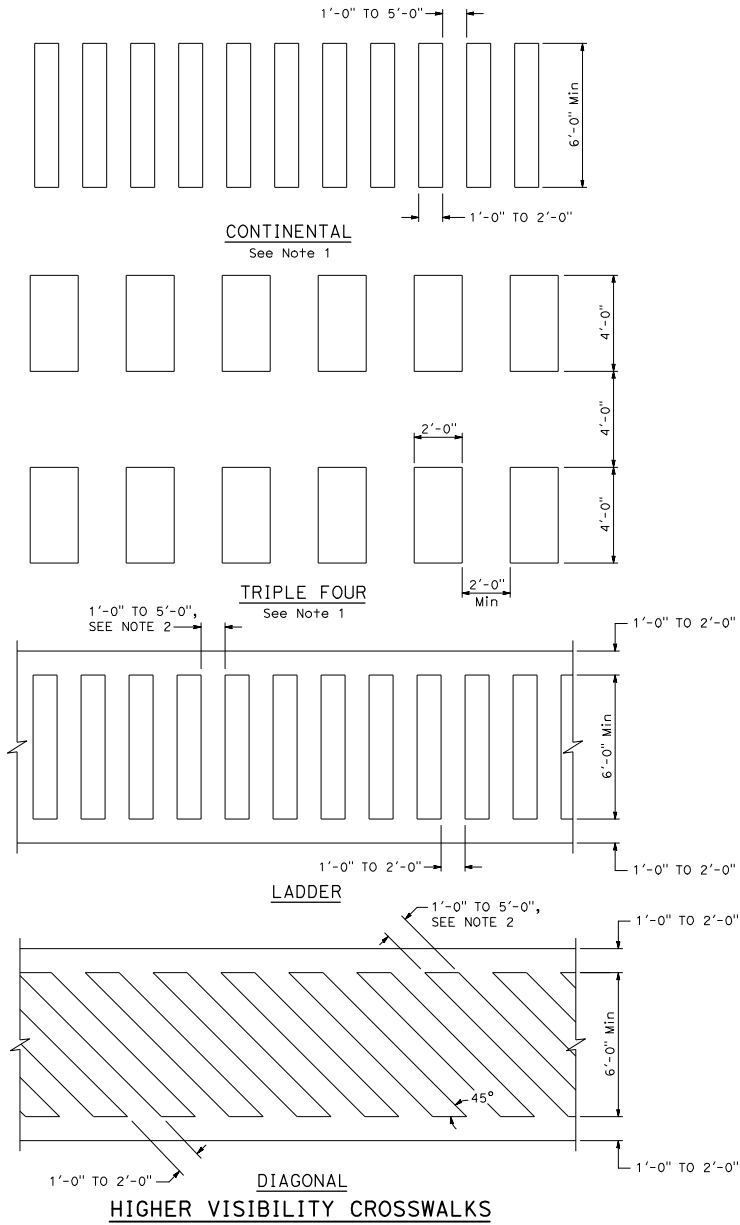
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3. All crosswalk markings must be white except those near schools must be yellow.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
CROSSWALKS**
NO SCALE

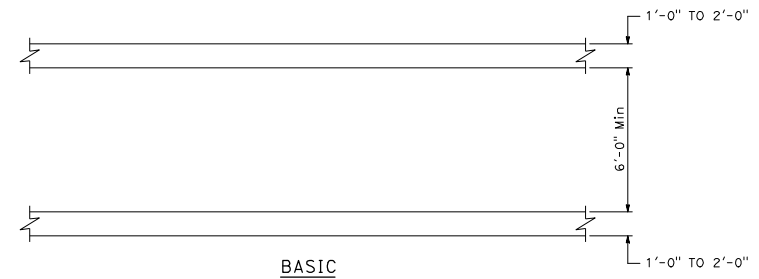
A24F



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
<i>Malik Rehman</i> REGISTERED CIVIL ENGINEER September 19, 2025 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					
REGISTERED PROFESSIONAL ENGINEER Malik Rehman No. C83390 Exp. 3-31-27 CIVIL STATE OF CALIFORNIA					

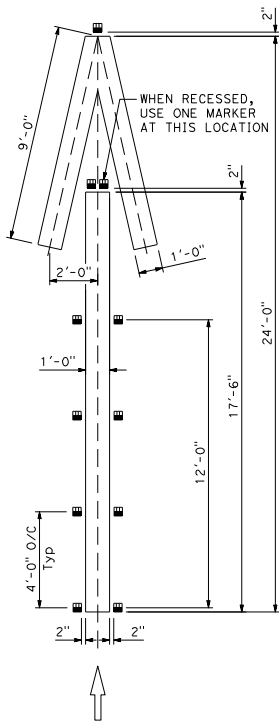
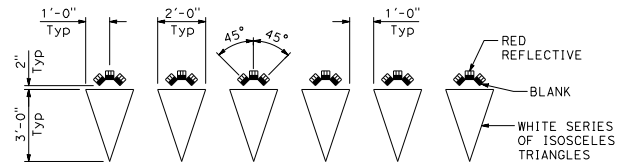
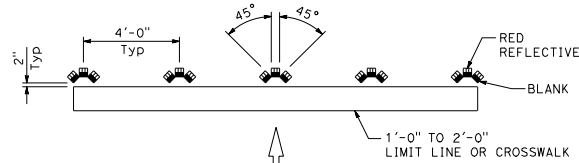
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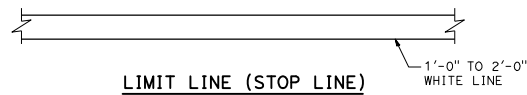
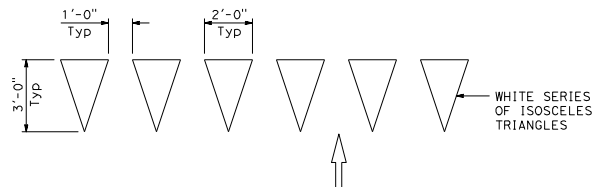
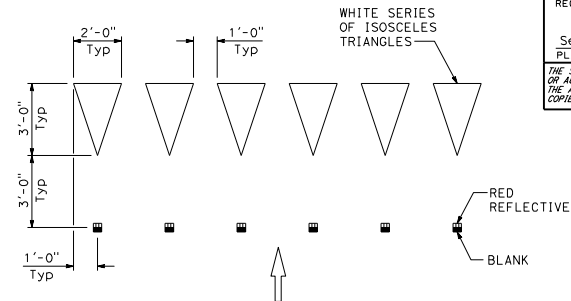
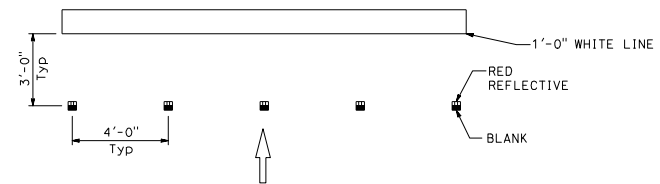


STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
CROSSWALKS**
NO SCALE

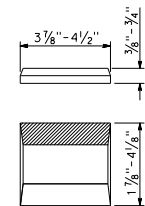
A24F

A=33 ft²**TYPE I ARROW AT EXIT RAMP****YIELD LINE AT EXIT RAMP**
(Markers are not recessed)**LIMIT LINE (STOP LINE) AT EXIT RAMP**
(Markers are not recessed)**NOTE:**

1. If there is crosswalk at the end of the exit ramp, place Type R markers in front of the first line for wrong way vehicle that travels up the ramp with the red reflective side facing the intersection.

**LIMIT LINE (STOP LINE)****YIELD LINE****YIELD LINE AT EXIT RAMP**
(Markers are recessed)**LIMIT LINE (STOP LINE) AT EXIT RAMP**
(Markers are recessed)**LEGEND:**

■ TYPE R ONE-WAY RED RETROREFLECTIVE MARKER

**TYPE R****MARKER DETAILS**

■ RETROREFLECTIVE FACE ON BACKSIDE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKINGS
YIELD LINES, LIMIT LINES,
AND WRONG WAY DETAILS**

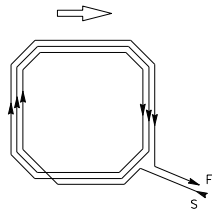
NO SCALE

A24G

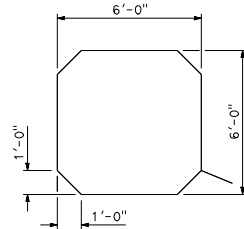
DIST	COUNTY	ROUTE	POST MILES	SHEET	TOTAL
			TOTAL PROJECT	No.	SHEETS

Malik Rehman
 REGISTERED CIVIL ENGINEER
 No. C83390
 Exp. 3-31-27
 CIVIL
 STATE OF CALIFORNIA

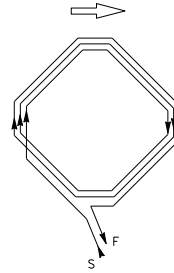
September 19, 2025
 PLANS APPROVAL DATE
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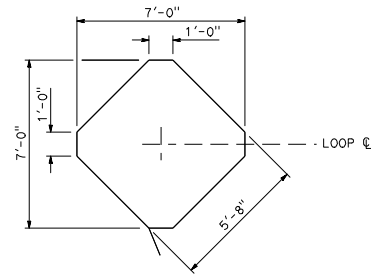
WINDING DETAIL
TYPE A LOOP DETECTOR CONFIGURATION



SAW CUT DETAIL



WINDING DETAIL
TYPE B LOOP DETECTOR CONFIGURATION

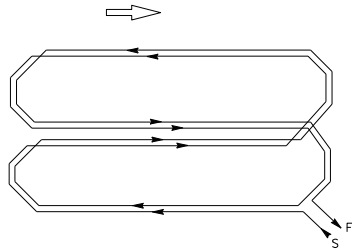


SAW CUT DETAIL

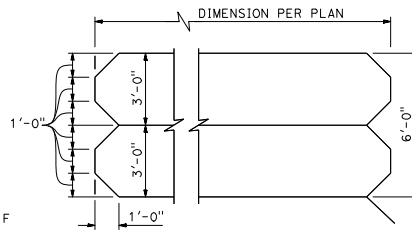
DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	No. SHEETS
Registered Electrical Engineer September 19, 2025 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				
REGISTERED PROFESSIONAL ENGINEER Bhanupriya Sharma No. E23752 Exp. 12-31-25 ELECTRICAL STATE OF CALIFORNIA				

NOTES:

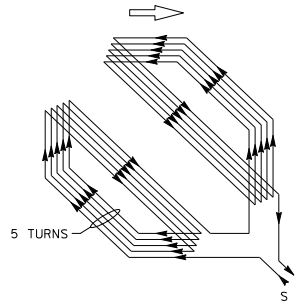
1. Round corners of acute angle saw cuts to prevent damage to conductors.
2. Typical distance separating loops from edge to edge is 10' for Type A, B, D, E, and F installation in single lane.
3. Use Type D and F loops for limit line detection and bicycle lanes.



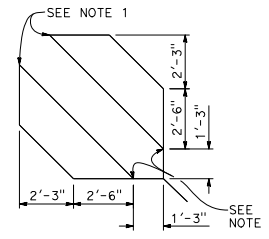
WINDING DETAIL
TYPE C LOOP DETECTOR CONFIGURATION



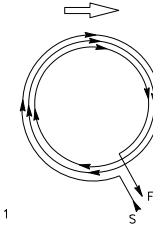
SAW CUT DETAIL



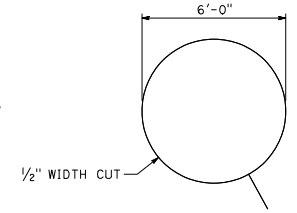
WINDING DETAIL
TYPE D LOOP DETECTOR CONFIGURATION



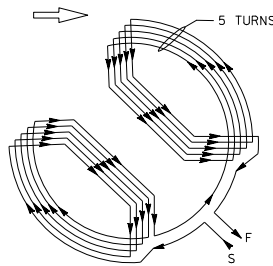
SAW CUT DETAIL



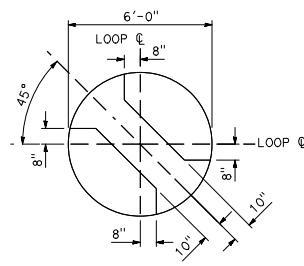
WINDING DETAIL
TYPE E LOOP DETECTOR CONFIGURATION



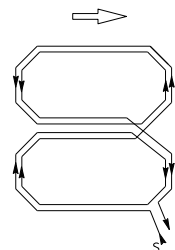
SAW CUT DETAIL



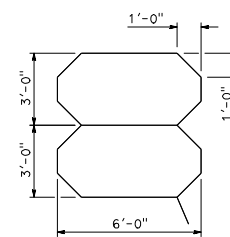
WINDING DETAIL
TYPE F LOOP DETECTOR CONFIGURATION



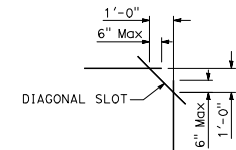
SAW CUT DETAIL



WINDING DETAIL
TYPE Q LOOP DETECTOR CONFIGURATION



SAW CUT DETAIL

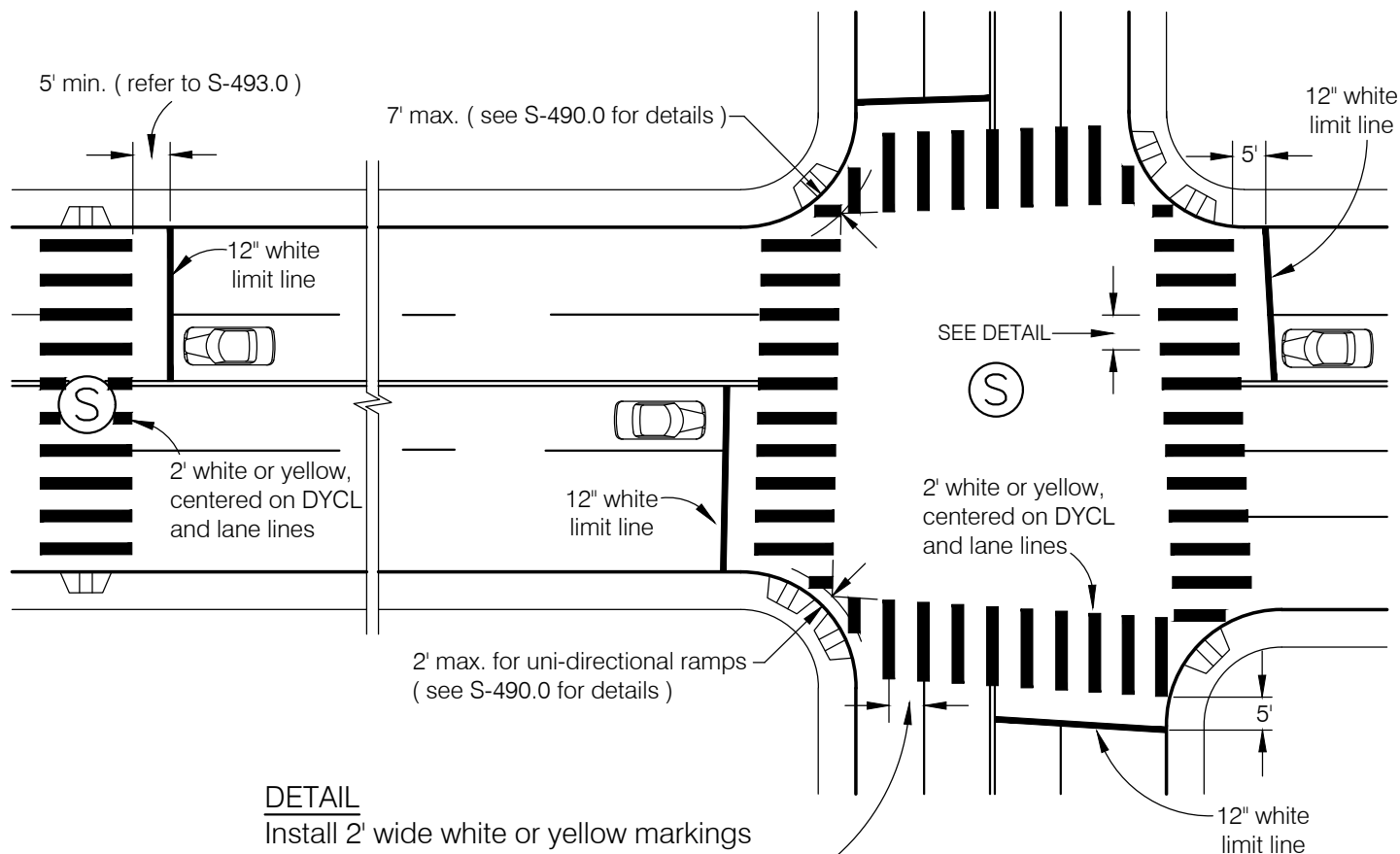


PLAN VIEW OF
DIAGONAL SLOT
AT CORNERS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(DETECTORS)**

NO SCALE

ES-5B



DETAIL

Install 2' wide white or yellow markings along striping. Center the markings on DYCL and lane lines. Add markings according to chart below:

Lane Width (ft)	Spacing on center (ft)
9'	4.5'
10'	5.0'
11'	5.5'
12'	6.0'

Marking should be installed such that wheels straddle the crosswalk markings.

NOTES:

1. IMPLEMENTATION

This standard plan applies to installations in accordance with MPP Section 344 for Continental Crosswalks for new and reinstallations of marked crosswalks on signalized and stop-controlled approaches.

2. CROSSWALK WIDTH

Typical crosswalk widths are 15 feet but may vary according to site conditions. Continental markings shall be installed within existing dimensions unless otherwise indicated on a signed plan.

3. MIDBLOCK CROSSWALKS

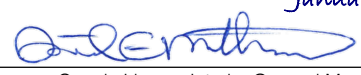
This standard plan also applies at controlled midblock approaches in accordance with S-493.0 - Location of Limit Lines and Crosswalks.

4. CONFLICT BETWEEN SIGNED PLAN AND STANDARD PLAN

Should conflicts arise between this Standard Plan and a signed signal or geometric plan with their associated markings, (e.g., "cat tracks," extension of the DYCL, etc.), the signed plan shall take precedent.

5. RETROFITTING AND RESURFACING

Refer to MPP Section 344 for retrofitting and resurfacing.

Approved		January 25, 2023	
		for CL	
Connie Llanos, Interim General Manager			
CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION			
Continental Crosswalks on Controlled Approaches			1 1
T. E.	NO	Sr. T. E.	JV
DWN	MT/EM	CKD	NO
Dwg. No.			S-481.1

APPENDIX B

PROJECT INFORMATION SIGN

(48"x96")

Electronic file of City Logo will be provided to Contractor upon request. All text, graphics and logos shown on the project sign will be printed onto the sign. See Caltrans's California Sign Specification Drawings [C48\(CA\)](#) for reference.



***YOUR TAX DOLLARS
AT WORK***

FEDERAL AND
CITY OF POMONA
FUNDED

Mayor: Tim Sandoval
Council Member: Debra Martin
Council Member: Victor Preciado
Council Member: Nora Garcia
Council Member: Elizabeth Ontiveros- Cole
Council Member: Steve Lustro
Council Member: Lorraine Canales

Public Works Department
**Street Rehabilitation - Districts 2 & 3 –
Phase I
[Construction] Project**
No. 428-67935
Federal Project No. STPL-5070(044)

**SLOW FOR THE
CONE ZONE**

_____202X to _____202X

 **BE WORK ZONE ALERT** 

For Questions, please contact the Public Works department at (909) 620-2281

APPENDIX C

CITY PERMIT FORMS

**(Right of Way Encroachment Permit to be
obtained from City by Contractor, after
award of contract, at no fee)**

CITY OF POMONA ENCROACHMENT PERMIT PROCEDURE

1. Fill in and submit the attached Encroachment Application Form.
2. Submit a sketch or drawing for encroachment location.
3. Submit a signed Indemnity Agreement.
4. A Public Works Inspector will check sidewalks, fire hydrants, water meters, streetlights, corner lot, etc.
5. Will there be any special provision? Water meter relocation, tree in the way, etc.
6. Pay the applicable processing fees (\$184.49).
7. A Building and Safety permit is also required for all block walls or combination block/wrought iron fences.

ENCROACHMENT APPLICATION FORM

We would like to apply for an encroachment permit for constructing in the City right-of-way.

DESCRIPTION OF WORK:

OWNER

APPLICANT

ADDRESS

CITY – STATE – ZIP CODE

TELEPHONE NUMBER

DATE

INDEMNITY AGREEMENT

In consideration of the City of Pomona granting to _____, Hereinafter referred to as "Applicant," owner of property as shown on the attached plan, and described in the Encroachment Permit attached. Applicant hereby agrees to indemnify, defend and hold the City, its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages or costs, including all costs of defense thereof, caused by, arising out of, or in any way related to the Applicant's use or occupancy of the encroachment, or occurring on the encroachment during the term of this agreement, which shall remain in effect as long as the encroachment identified on the encroachment permit remains within the City right-of-way. Upon demand, Applicant shall at their own expense, defend the City, its officers, agents, and employees, against all such liabilities, claims, demands, actions, losses, damages or costs.

Should the City require the relocation of this encroachment from its right-of-way, it will be the responsibility of the property owner.

All the terms and conditions of this agreement shall be binding upon the applicant, their heirs, executors, administrators, successors and assigns.

DATED: _____

Applicant:

(Signature)

Permit No. _____

(Signature)

Russian Sanction Program

1. EXECUTIVE ORDER N-6-22 CERTIFICATION

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the City funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the City with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

This form of such Executive Order N-6-22 Certificate is included with the Agreement and shall be signed and dated by the Contractor under penalty of perjury.

Signature:

Printed Name:

Title:

Firm Name:

Date:

2. State Funds Requirement _ see Agreement

1. See Additional Fed Requirements Attached.

APPENDIX D

FEDERAL LANGUAGE AND FORMS

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

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)	2
A. Nondiscrimination Statement	3
B. Contract Assurance	3
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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

~~The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.~~

~~The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.~~

~~If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.~~

~~It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.~~

~~DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.~~

~~Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:~~

- ~~• 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.~~
- ~~• 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.~~
- ~~• Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."~~

~~The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:~~

- ~~• The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.~~
- ~~• The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.~~
- ~~• The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.~~
- ~~• The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.~~
- ~~• The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE-owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.~~
- ~~• The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.~~

- ~~• A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the 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. ~~In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular 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 Progress Payment~~

~~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. This clause applies to both DBE and non-DBE subcontractors.~~

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.

D.—Termination and Replacement of DBE Subcontractors

~~The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.~~

Termination of DBE Subcontractors

~~After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:~~

- ~~a. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.~~
- ~~b. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.~~
- ~~c. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.~~
- ~~d. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to~~

~~perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).~~

~~e. Listed DBE's work is unsatisfactory and not in compliance with the contract.~~

~~f. Listed DBE is ineligible to work on the project because of suspension or debarment.~~

~~g. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.~~

~~h. Listed DBE voluntarily withdraws with written notice from the Contract~~

~~i. Listed DBE is ineligible to receive credit for the type of work required.~~

~~j. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.~~

~~k. The Agency determines other documented good cause.~~

~~To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:~~

~~1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.~~

~~2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.~~

~~3. Submit Contractor's DBE termination request by written letter to the Agency and include:~~

- ~~• One or more above listed justifiable reasons along with supporting documentation.~~
- ~~• Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice~~
- ~~• The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.~~

~~The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.~~

Replacement of DBE Subcontractors

~~After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.~~

~~The following procedures shall be followed to request authorization to replace a DBE firm:~~

~~1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:~~

~~a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.~~

~~b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:-~~

- ~~• Quote for bid item work and description of work to be performed~~
- ~~• Proposed subcontract agreement and written confirmation of agreement to perform on the Contract~~
- ~~• Revised Subcontracting Request form~~
- ~~• Revised Exhibit 15-G: Construction Contract DBE Commitment~~

~~2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:~~

- ~~• Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment~~
- ~~• Solicitations of DBEs for performance of work identified~~
- ~~• Correspondence with interested DBEs that may have included contract details and requirements~~
- ~~• Negotiation efforts with DBEs that reflect why an agreement was not reached~~
- ~~• If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive~~
- ~~• Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher~~
- ~~• Additional documentation that supports the GFE~~

~~The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.~~

~~E. Commitment and Utilization~~

~~The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.~~

~~The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.~~

~~If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.~~

~~The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.~~

~~The Agency shall request the prime contractor to:~~

- ~~1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation~~
- ~~2. Provide this notification before starting the affected work~~
- ~~3. Maintain records including:~~
 - ~~• Name and business address of each 1st tier subcontractor~~
 - ~~• Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier~~
 - ~~• Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)~~

~~If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.~~

~~Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LPM-Exhibit 16-Z1) form.~~

~~If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.~~

~~Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report—Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.~~

F.—Running Tally of Attainments

~~For projects awarded on or after March 1, 2020, but before September 1, 2023:~~

~~After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.~~

~~For projects that are awarded on or after September 1, 2023:~~

~~Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. 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.~~

G.—Commercially Useful Function

~~DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.~~

~~The Contractor must perform CUF evaluation for each DBE company working on a federal aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.~~

~~The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.~~

~~Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:~~

- ~~• Subcontract agreement with the DBE~~
- ~~• Purchase orders~~
- ~~• Bills of lading~~
- ~~• Invoices~~
- ~~• Proof of payment~~

~~The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.~~

~~The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.~~

~~The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.~~

~~The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:~~

- ~~• Proof of ownership or lease and rental agreements for equipment~~
- ~~• Tax records~~
- ~~• Employee rosters~~
- ~~• Certified payroll records~~
- ~~• Inventory rosters~~

~~Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.~~

~~If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.~~

~~If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.~~

~~H. Use of Joint Checks~~

~~A joint check may be used between the Contractor or lower tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.~~

~~To use a joint check, the following conditions must be met:~~

- ~~• All parties, including the Contractor, must agree to the use of a joint check~~
- ~~• Entity issuing the joint check acts solely to guarantee payment~~
- ~~• DBE must release the check to the material supplier~~
- ~~• LPA must authorize the request before implementation~~
- ~~• Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation~~
- ~~• Agreement to use a joint check must be short term, not to exceed 1 year, allowing sufficient time~~

~~needed to establish or increase a credit line with the material supplier~~

~~A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).~~

~~Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.~~

~~A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.~~

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 45 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 Pomona the sum of \$1,600 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 than 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.

~~For projects awarded on or after September 1, 2023:~~

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.

~~The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.~~

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>]

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:	28.9
	7120 Salinas-Seaside-Monterey, CA CA Monterey	25.6
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	19.6
	7400 San Jose, CA CA Santa Clara, CA	14.9
	7485 Santa Cruz, CA CA Santa Cruz	9.1
	7500 Santa Rosa CA Sonoma	17.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	23.2
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	

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

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 procurement 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/WHDL/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 procurement 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 contractor). "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.

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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.

* * * * *

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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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 must 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>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

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: STPL-5070(044)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years

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

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: STPL-5070(044)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years

APPENDIX E

FEDERAL PREVAILING WAGES

"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
FIRE STOP TECHNICIAN (APPLICATION OF FIRESTOPPING
MATERIALS FOR WALL OPENINGS AND PENETRATIONS IN
WALLS, FLOORS, CEILINGS AND CURTAIN WALLS).....\$ 39.94

26.52

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
FIRE STOP TECHNICIAN (APPLICATION OF FIRESTOPPING
MATERIALS FOR WALL OPENINGS AND PENETRATIONS IN
WALLS, FLOORS, CEILINGS AND CURTAIN WALLS).....\$ 39.94

26.52

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
TILE FINISHER.....\$ 37.96
MARBLE FINISHER.....\$ 43.38

19.32

13.77

15.36

BRCA0018-010 09/01/2024

Rates

Fringes

TERRAZZO WORKER/SETTER.....\$ 49.62
TERRAZZO FINISHER.....\$ 42.11

15.26

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
PILEDRIERS): \$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 PILEDRIERS): \$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 PILEDRIERS): \$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
PILEDRIERS): \$0.13 PER HOUR ADDITIONAL.....\$ 52.37

26.18

CARPENTER: (3) PILEDRIERMEN/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

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).. <td>67.90</td> <td>40.95</td>	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 following 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 following 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 following 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 following 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 following 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 following 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 following 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, PILEDIVING & 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, PILEDIVING & 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 FOLLOWING 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, PILEDIVING &
 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 FOLLOWING
 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, PILEDIVING &
 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
 FOLLOWING 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, PILEDIVING &
 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 FOLLOWING
 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, PILEDIVING & 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 FOLLOWING 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, PILEDIVING & 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 FOLLOWING 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, PILEDIVING & 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 FOLLOWING 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, PILEDIVING & 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 FOLLOWING 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, PILEDIVING & 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 FOLLOWING 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, PILEDIVING & 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 FOLLOWING 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, PILEDIVING & HOISTING: GROUP 2- Truck crane oiler PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING 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, PILEDIVING & 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 FOLLOWING 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 FOLLOWING
 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 FOLLOWING
 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
 FOLLOWING 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
 FOLLOWING 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 FOLLOWING 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 FOLLOWING 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 FOLLOWING 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 FOLLOWING 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 FOLLOWING 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 FOLLOWING 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 FOLLOWING 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
 FOLLOWING 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 BENDING 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 FOLLOWING 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

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

33.20

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 FOLLOWING 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 FOLLOWING 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

LAB00300-001 11/01/2025

	Rates	Fringes
BRICK TENDER.....	\$ 42.60	22.13

LAB00300-003 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

LAB00300-005 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

LAB00345-001 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

LAB01184-001 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

LAB01414-001 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
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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.

=====
END OF GENERAL DECISION"

APPENDIX F

PROJECT PLAN SETS

GENERAL NOTES

1. ALL MATERIAL AND WORK SHALL CONFORM TO THE CURRENT CITY STANDARD PLANS AND TO THE CURRENT STANDARD PLANS AND SPECIFICATIONS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION WITH SUPPLEMENTS.
2. THE CONTRACTOR SHALL APPLY FOR A "NO-FEE" PERMIT FROM THE PUBLIC WORKS DEPARTMENT PRIOR TO THE COMMENCEMENT OF ANY WORK.
3. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AND THE TRAFFIC ENGINEER TWENTY-FOUR (24) HOURS PRIOR TO STARTING ANY WORK AT (909) 620-2281.
4. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS/HER OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
5. THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS. CONFORMANCE THERETO SHALL BE STRICTLY ENFORCED DURING THE ENTIRE CONSTRUCTION PERIOD.
6. THE CONTRACTOR SHALL DISPOSE OF ALL REMOVALS AND SURPLUS EXCAVATIONS OUTSIDE OF THE PROJECT AREA, SAID REMOVALS AND SURPLUS EXCAVATIONS ARE TO BECOME PROPERTY OF THE CONTRACTOR.
7. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE BEFORE COMMENCING ANY PORTION OF THE WORK; COMPARE THE ACTUAL CONDITIONS WITH THE DRAWINGS TO ASCERTAIN CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED; CHECK AND CONFIRM LOCATION OF EXISTING STRUCTURES, EQUIPMENT AND UTILITIES WHICH MAY AFFECT WORK. COMMENCEMENT OF WORK SHALL CONSTITUTE FULL ACCEPTANCE OF EXISTING SITE CONDITIONS. THE CONTRACTOR SHALL REPORT ALL DISCREPANCIES TO THE CITY ENGINEER AND THE TRAFFIC ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
8. THE CONTRACTOR SHALL ENACT ALL MEASURES TO PROTECT AND SAFEGUARD WORKERS AND THE GENERAL PUBLIC FROM INJURY DURING THE ENTIRE TIME OF CONSTRUCTION; MAINTAIN THE JOB SITE IN ORDERLY, CLEAN MANNER THROUGHOUT THE COURSE OF WORK; LEAVE THE WORK AREA CLEAN, FREE OF DEBRIS AT THE END OF EACH DAY; COMPLY WITH ALL APPLICABLE CODES.
9. BARRICADES WITH FLASHING LIGHTS ARE TO BE MAINTAINED ON ALL OBSTRUCTIONS WITHIN EXISTING STREET RIGHT OF WAY AT ALL TIMES. CONSTRUCTION WARNING SIGNS AND FLAGMEN ARE TO BE PRESENT AT JOB SITE.
10. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICES ALERT AT (800) 422-4133 FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF WORK.
11. EXISTING P.C.C. TO BE REMOVED SHALL BE SAW-CUT.
12. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH SECTION 6 OF THE STANDARD SPECIFICATIONS.
13. EXISTING UNDERGROUND STRUCTURES: THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES (PIPES, CONDUITS OR STRUCTURES) SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS; TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURE TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UNDERGROUND UTILITIES (PIPES, CONDUITS AND STRUCTURES) SHOWN OR NOT SHOWN ON THESE DRAWINGS.
14. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR AND COORDINATE THE RELOCATION OF ANY EXISTING UTILITIES DEEMED NECESSARY BY THE PROPOSED IMPROVEMENT.
15. JOINS BETWEEN NEW PAVEMENT AND EXISTING PAVEMENT SHALL BE MADE BY SAW-CUTTING EXISTING PAVEMENT TO EFFECT A NEAT JOIN OR BY FEATHERING NEW ASPHALT CONCRETE OVER EXISTING, AS DIRECTED BY INSPECTOR.
16. REMOVAL AND REPLACEMENT OF LANDSCAPING INCLUDING IRRIGATION LINES SHALL BE COMPLETED WITHIN SEVENTY-TWO (72) HOUR TIME LIMIT OR TEMPORARY PROVIDED PER THE REQUIREMENTS OF THE CITY OF POMONA.
17. THE CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS PRIOR TO FINAL APPROVAL OF THE PROJECT.
18. THE CONTRACTOR SHALL REMOVE EXCESS TRACKING OF ASPHALT MATERIALS TO THE SATISFACTION OF THE ENGINEER, INCLUDING STREETS OUTSIDE OF THE PROJECT LIMITS.
19. BLUE PAVEMENT MARKERS SHALL BE INSTALLED WHERE FIRE HYDRANTS ARE PRESENT.

HOLD HARMLESS AND INDEMNIFICATION CLAUSE

CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, THE CITY OF POMONA AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, THE CITY OF POMONA, OR THE ENGINEER.

ATTENTION

ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON AVAILABLE RECORDS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING UTILITIES BY CONTACTING UTILITY AGENCIES AND TO AVOID DAMAGING EXISTING UTILITIES DURING EXCAVATION. FOR UNDERGROUND SERVICE ALERT CALL: 1-800-422-4133

UNAUTHORIZED CHANGES AND USES

CAUTION: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS.

NOTES

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS".

THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS' AND SUBCONTRACTORS' COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR OR WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS".

THE LAND SURVEYORS ACT, SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE, AND SECTIONS 732.05, 1492-5, 1810-5 OF THE STREETS AND HIGHWAY CODE REQUIRE THAT SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED.

CITY OF POMONA
PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION
CONSTRUCTION PLANS FOR
DISTRICTS TWO & THREE REHABILITATION - PHASE 1
LEXINGTON AVE - GAREY AVE TO TOWNE AVE
PROJECT NO. 428-67935
FEDERAL PROJECT NO. STPL-5070(044)

NPDES NOTES

1. 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.
2. STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
3. 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.
4. 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.
5. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
6. 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 SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
7. ANY SLOPES WITH DISTURBED SOILS OR DENUED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
8. THE FOLLOWING BMP'S AS OUTLINED IN, BUT NOT LIMITED TO, THE CALIFORNIA STORMWATER BEST MANAGEMENT PRACTICE HANDBOOK, CALIFORNIA STORM WATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA 2003, OR THE LATEST REVISED EDITION, MAY APPLY DURING CONSTRUCTION (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY INSPECTOR):

EROSION CONTROL BMPs

- EC-1 SCHEDULING
EC-2 PRESERVATION OF EXISTING VEGETATION
EC-3 HYDRAULIC MULCH
EC-4 HYDROSEEDING
EC-5 SOIL BINDERS
EC-6 STRAW MULCH
EC-7 GEOTEXTILES & MATS
EC-8 WOOD MULCHING
EC-9 EARTH DIKES AND DRAINAGE SWALES
EC-10 VELOCITY DISSIPATION DEVICES
EC-11 SLOPE DRAINS
EC-12 STREAMBANK STABILIZATION
EC-13 POLYACRYLAMIDE

TEMPORARY SEDIMENT CONTROL BMPs

- SE-1 SILT FENCE
SE-2 SEDIMENT BASIN
SE-3 SEDIMENT TRAP
SE-4 CHECK DAMS
SE-5 FIBER ROLLS
SE-6 GRAVEL BAG BERM
SE-7 STREET SWEEPING AND VACUUMING
SE-8 SANDBAG BARRIER
SE-9 STRAW BALE BARRIER
SE-10 STORM DRAIN INLET PROTECTION

TEMPORARY TRACKING CONTROL BMPs

- TC-1 STABILIZED CONSTRUCTION ENTRANCE
TC-2 STABILIZED CONSTRUCTION ROADWAY
TC-3 ENTRANCE/OUTLET TIRE WASH

NON-STORMWATER MANAGEMENT BMPs

- NS-1 WATER CONSERVATION PRACTICES
NS-2 DEWATERING OPERATIONS
NS-3 PAVING AND GRINDING OPERATIONS
NS-4 TEMPORARY STREAM CROSSING
NS-5 CLEAR WATER DIVERSION
NS-6 ILLICIT CONNECTION/DISCHARGE
NS-7 POTABLE WATER/IRRIGATION
NS-8 VEHICLE AND EQUIPMENT CLEANING
NS-9 VEHICLE AND EQUIPMENT FUELING
NS-10 VEHICLE AND EQUIPMENT MAINTENANCE
NS-11 PILE DRIVING OPERATIONS
NS-12 CONCRETE CURING
NS-13 CONCRETE FINISHING
NS-14 MATERIAL AND EQUIPMENT USE
NS-15 DEMONITION ADJACENT TO WATER
NS-16 TEMPORARY BATCH PLANTS

WASTE MANAGEMENT & MATERIALS POLLUTION CONTROL BMPs

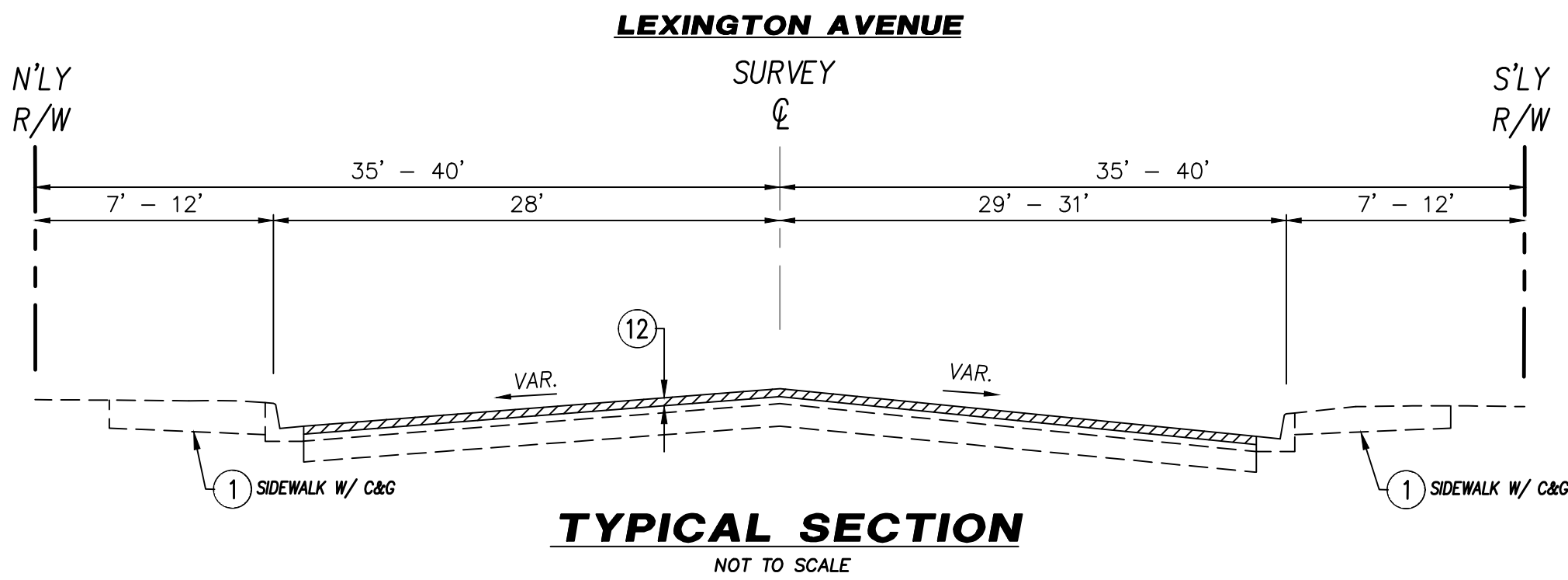
- WM-1 MATERIAL DELIVERY AND STORAGE
WM-2 MATERIAL USE
WM-3 STOCKPILE MANAGEMENT
WM-4 SPILL PREVENTION AND CONTROL
WM-5 SOLID WASTE MANAGEMENT
WM-6 HAZARDOUS WASTE MANAGEMENT
WM-7 CONTAMINATED SOIL MANAGEMENT
WM-8 CONCRETE WASTE MANAGEMENT
WM-9 SANITARY/SEPTIC WASTE MANAGEMENT
WM-10 LIQUID WASTE MANAGEMENT

LEGEND

- G.B. = GRADE BREAK
H.P. = HIGH POINT
E.P. = EDGE OF PAVEMENT
W.V. = WATER VALVE
W. = WATER MAIN
W.M. = WATER METER
FL = FLOW LINE
BM = BENCH MARK
INV. = INVERT ELEVATION
A.C. = ASPHALT CONCRETE
B.W. = BACK OF WALK
BVC = BEG. VERT. CURVE
EVC = END VERT. CURVE
CL = CENTERLINE
MB = MAILBOX
TW = TOP OF WALL
R = RADIUS
(106.02) = EXIST. ELEVATION
106.02 = PROPOSED ELEVATION
FG = FINISHED GRADE
FS = FINISHED SURFACE
TOE = TOE OF SLOPE
TOP = TOP OF SLOPE
TC = TOP OF CURB
OC = ON CURVE
MC = MIDDLE OF CURVE
BC = BEG. OF CURVE
EC = END OF CURVE
BCR = BEGINNING OF CURB RETURN
ECR = END OF CURB RETURN
AP = ANGLE POINT
MDN = MEDIAN
TG = TOP OF GRATE
CF = CURB FACE
D/L = DAYLIGHT LINE
EG = EXISTING GROUND
C.L.F. = CHAIN LINK FENCE

PROPERTY LINE -----
CENTER LINE -----
SPPWC STANDARD PLANS
FOR PUBLIC WORKS
CONSTRUCTION

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	TITLE SHEET & GENERAL NOTES
2-3	STREET IMPROVEMENT
4	SIGNING AND STRIPING



CONSTRUCTION NOTES

- ① PROTECT-IN-PLACE
- ② REMOVE EXISTING CONCRETE FACILITY (PER PLAN).
- ③ ADJUST EXISTING MANHOLE AND COVER TO FINISHED SURFACE.
- ④ ADJUST EXISTING VALVE CAN AND COVER TO FINISHED SURFACE.
- ⑤ ADJUST EXISTING PULLBOX TO FINISHED SURFACE.
- ⑥ REMOVE & REPLACE EXISTING CHAIN LINK FENCE WITH RETAINING CURB IN KIND.
- ⑫ COLD MILL 4" EXISTING AC PAVEMENT. CONSTRUCT 2.5" AC BASE LAYER (B-PG 64-10) WITH 3/8" ARAM & 1.5" ARHM-GG-C AC CAP.
- ⑰ REMOVE EXISTING AND CONSTRUCT PCC SIDEWALK PER CITY OF POMONA STANDARD DRAWING NO. A-7-02.
- ⑳ REMOVE EXISTING AND CONSTRUCT PCC ALLEY INTERSECTION PER CITY OF POMONA STAND DRAWING NO. A-5-06
- ㉕ REMOVE EXISTING AND CONSTRUCT 8" CURB AND 18" GUTTER PER CITY OF POMONA STANDARD DRAWING NO. A-3-64, TYPE B.
- ㉖ REMOVE EXISTING AND CONSTRUCT PCC CURB RAMP PER CITY OF POMONA STANDARD DRAWING NO. A-28-10, TYPE 3.
- ㉗ REMOVE EXISTING AND CONSTRUCT PCC CURB RETURN SPANDREL PER CITY OF POMONA STANDARD DRAWING NO. A-4-74.

ACCEPTED BY:	6/15/26
BY: <i>Meg McWade</i>	DATE: _____
MEG MCWADE, PUBLIC WORKS DIRECTOR	
RECOMMENDED	
BY: <i>Arnold E. Dichosa</i>	DATE: 6/15/26
ARNOLD E. DICHOSA, P.E., CITY ENGINEER	
CITY OF POMONA	
PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION	
DISTRICTS 2 & 3 STREET REHABILITATION	
GAREY AVE TO TOWNE AVE - PHASE 1	
PROJECT NO. 428-67935, FEDERAL PROJ. NO. STPL-5070(044)	
TITLE SHEET	
SCALE	DESIGNED: _____
	DRAWN: _____
	CHECKED: _____
	REVIEWED: _____
	REVIEW - CONST: _____
AS SHOWN	REVIEW - TRAFFIC: _____
	SHEET 1 OF 4

DIG ALERT



SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIGALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID FOR YOUR DIGALERT I.D. NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE TWO WORKING DAYS BEFORE YOU DIG

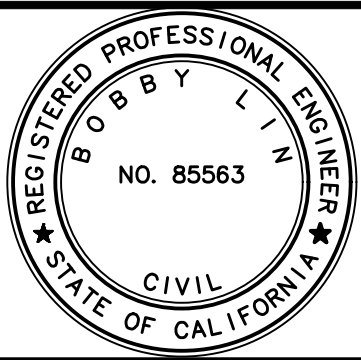
811

CAUTION: REMEMBER THAT THE USA CENTER NOTIFIES UNDERGROUND UTILITIES BELONGING TO THE CENTER THERE COULD BE OTHER UTILITIES PRESENT AT THE WORK SITE. THE CENTER WILL INFORM YOU OF WHOM THEY WILL NOTIFY.

CENTERLINE NOTE: ALL CENTERLINES SHOWN ON THESE PLANS ARE CONSTRUCTION CENTERLINES AND ARE FOR CONSTRUCTION PURPOSES ONLY

STATIONING NOTE: ALL PLAN STATIONING IS APPROXIMATE IN NATURE. CONTRACTOR SHALL FIELD VERIFY LOCATION & LIMITS OF ALL WORK ITEMS WITH CITY INSPECTOR PRIOR TO INITIATING ANY WORK

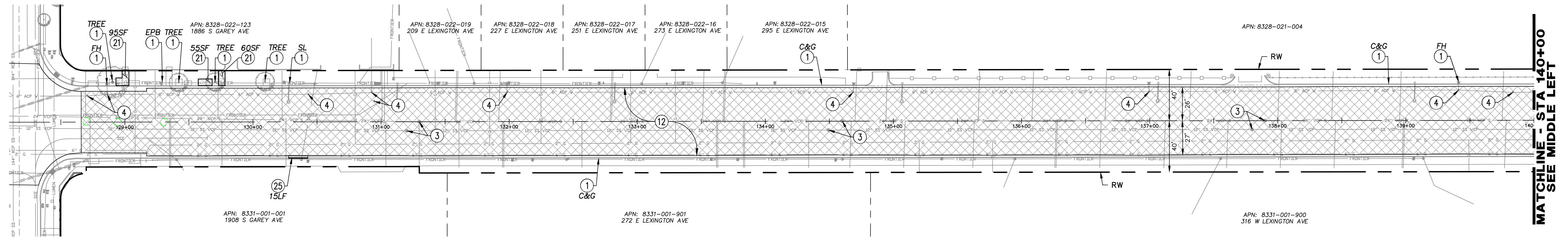
RIGHT OF WAY (R/W): LINENWORK IS BASED ON CITY PROVIDED GIS LINENWORK AND NOT PER RECORD INFORMATION. R/W LINE SHOWN FOR GENERAL LIMITS OF WORK ONLY. ALL WORK IS WITHIN EXISTING RIGHT-OF-WAY.



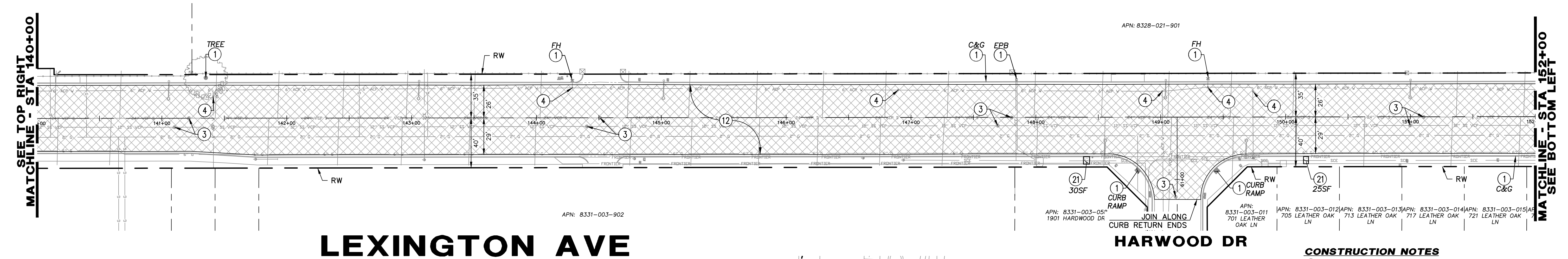
BOBBY LIN RCE 85563 06/12/2026

REVISIONS			
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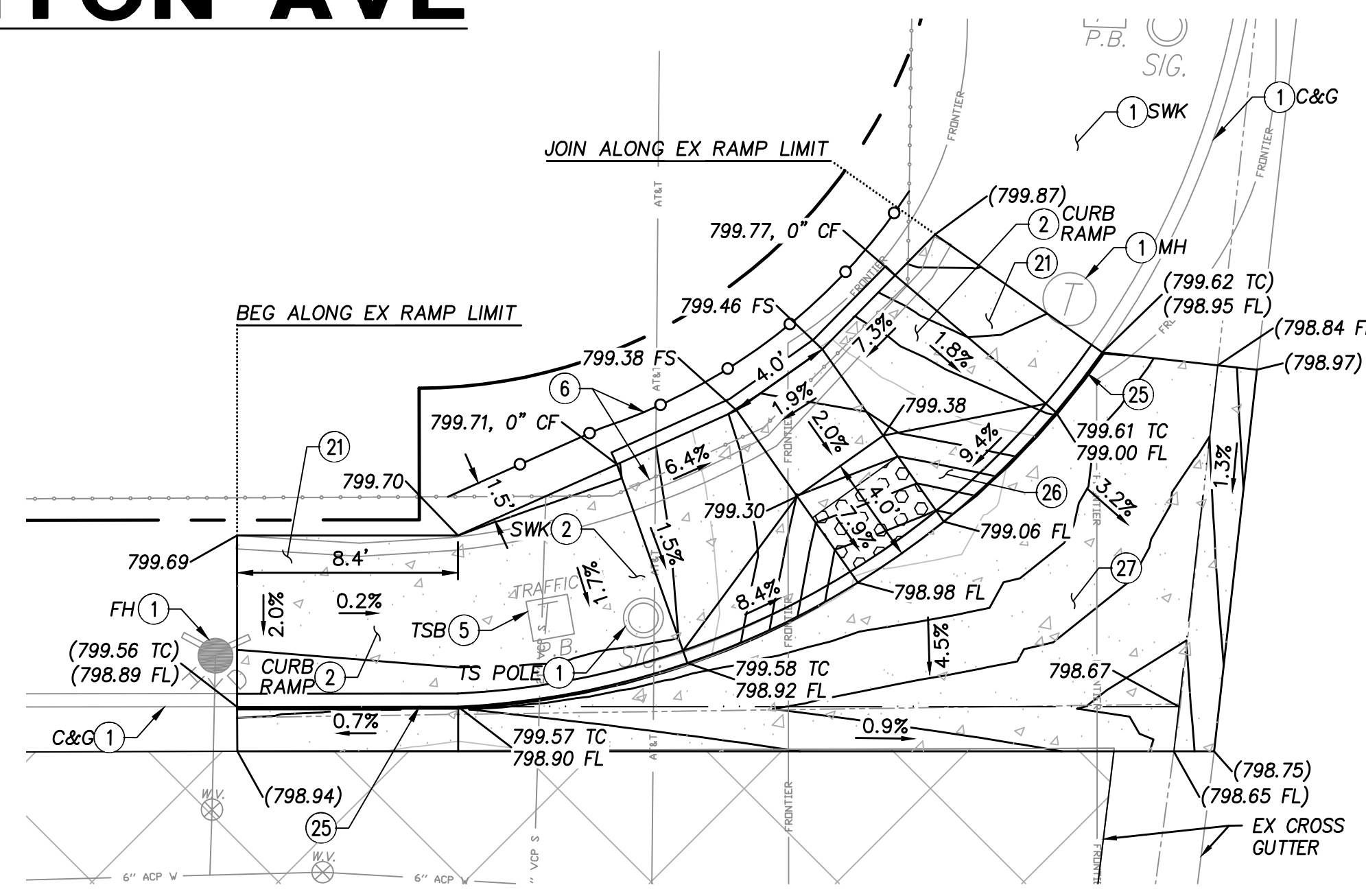
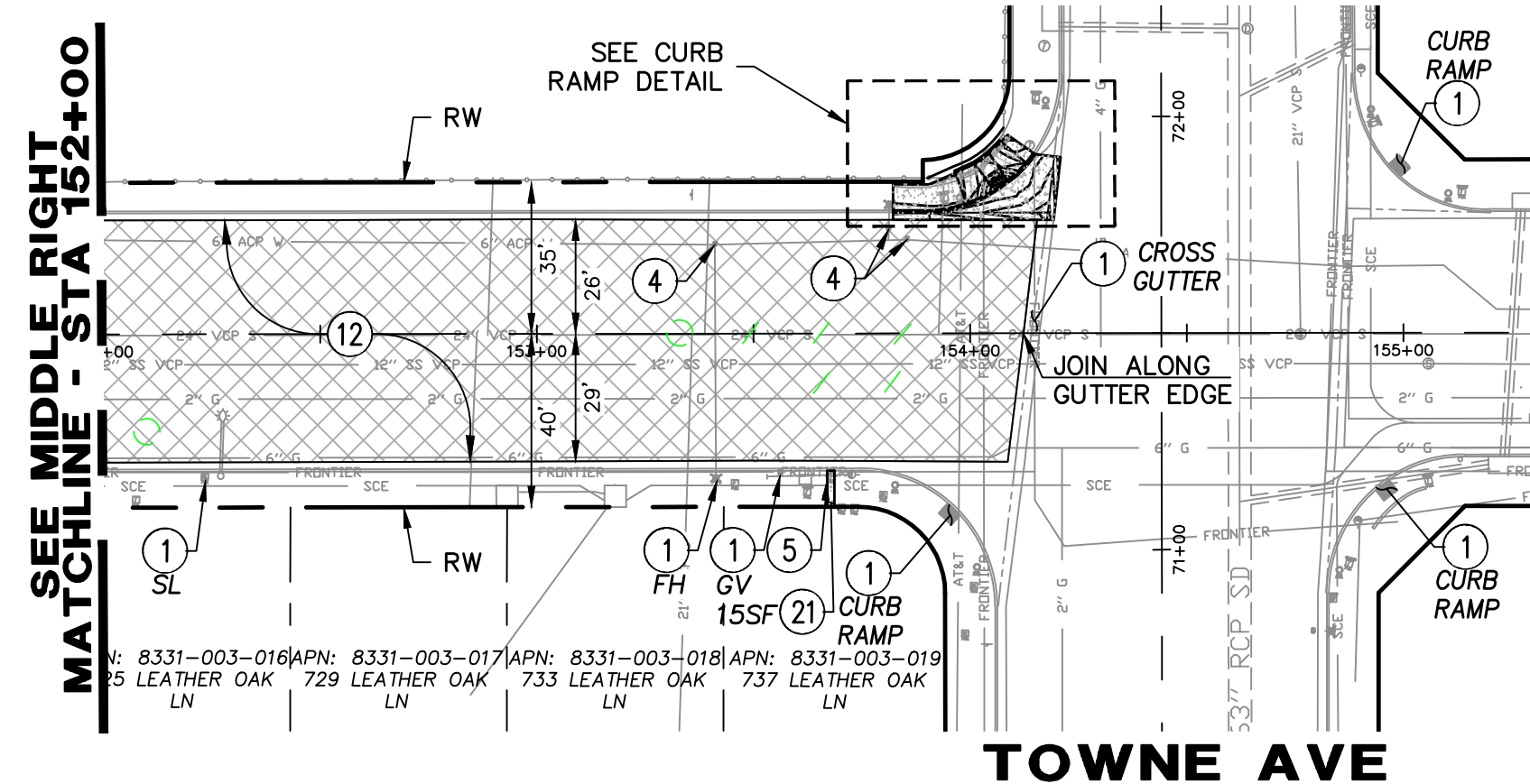
GAREY AVE



LEXINGTON AVE



TOWNE AVE



CURB RAMP DETAIL



-  COLD MILL 4" EXISTING AC PAVEMENT.
CONSTRUCT 2.5" AC BASE LAYER (B-PG 64-10)
WITH 3/8" ARAM & 1.5" ARHM-GG-C AC CAP.
-  P.C.C. CONCRETE.



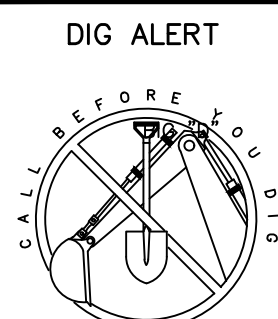
CONSTRUCTION NOTES

- (1) PROTECT-IN-PLACE
- (2) REMOVE EXISTING CONCRETE FACILITY (PER PLAN).
- (3) ADJUST EXISTING MANHOLE AND COVER TO FINISHED SURFACE.
- (4) ADJUST EXISTING VALVE CAN AND COVER TO FINISHED SURFACE.
- (5) ADJUST EXISTING PULLBOX TO FINISHED SURFACE.
- (6) REMOVE & REPLACE EXISTING CHAIN LINK FENCE WITH RETAINING CURB IN KIND.
- (12) COLD MILL 4" EXISTING AC PAVEMENT. CONSTRUCT 2.5" AC BASE LAYER (B-PG 64-10) WITH $\frac{3}{8}$ " ARAM & 1.5" ARHM-GG-C AC CAP.
- (21) REMOVE EXISTING AND CONSTRUCT PCC SIDEWALK PER CITY OF POMONA STANDARD DRAWING NO. A-7-02.
- (25) REMOVE EXISTING AND CONSTRUCT 8" CURB AND 18" GUTTER PER CITY OF POMONA STANDARD DRAWING NO. A-3-64, TYPE B.
- (26) REMOVE EXISTING AND CONSTRUCT PCC CURB RAMP PER CITY OF POMONA STANDARD DRAWING NO. A-28-10, TYPE 3.
- (27) REMOVE EXISTING AND CONSTRUCT PCC CURB RETURN SPANDREL PER CITY OF POMONA STANDARD DRAWING NO. A-4-74.

ACCEPTED BY: <u>Meg McWade</u> BY: _____ MEG MCWADE, PUBLIC WORKS DIRECTOR	DATE: <u>6/15/26</u>
RECOMMENDED <u>Arnold E. Dichosa</u> BY: _____ ARNOLD E. DICHOSA, P.E., CITY ENGINEER	DATE: <u>6/15/26</u>

CITY OF POMONA
PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION
DISTRICTS 2 & 3 STREET REHABILITATION
GAREY AVE TO TOWNE AVE - PHASE 1
PROJECT NO. 428-67935, FEDERAL PROJ. NO. STPL-507010441
STREET IMPROVEMENT SHEET

SCALE	DESIGNED: _____ DRAWN: _____ CHECKED: _____ REVIEWED: _____ REVIEW - CONST: _____ REVIEW - TRAFFIC: _____	SHEET 2 OF 4
AS SHOWN		



DIG ALERT

SECTION 4216/4217 OF THE GOVERNMENT CODE
REQUIRES A DIGALERT IDENTIFICATION NUMBER BE
ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE
VALID. FOR YOUR DIGALERT I.D. NUMBER CALL
UNDERGROUND SERVICE ALERT TOLL FREE TWO
WORKING DAYS BEFORE YOU DIG

811

CAUTION: REMEMBER THAT THE USA CENTER NOTIFIES ONLY THOSE UTILITIES BELONGING TO THE CENTER. THERE COULD BE OTHER UTILITIES PRESENT AT THE WORK SITE. THE CENTER WILL INFORM YOU OF WHOM THEY WILL NOTIFY.

CENTERLINE NOTE: ALL CENTERLINES SHOWN ON THESE PLANS ARE CONSTRUCTION CENTERLINES AND ARE FOR CONSTRUCTION PURPOSES ONLY.

STATIONING NOTE: ALL PLAN STATIONING IS APPROXIMATE IN NATURE. CONTRACTOR SHALL FIELD VERIFY LOCATION & LIMITS OF ALL WORK ITEMS WITH CITY INSPECTOR PRIOR TO INITIATING ANY WORK

RIGHT OF WAY (R/W): LINEWORK IS BASED ON CITY PROVIDED GIS LINEWORK AND NOT PER RECORD INFORMATION. R/W LINE SHOWN FOR GENERAL LIMITS OF WORK ONLY. ALL WORK IS WITHIN EXISTING RIGHT-OF-WAY.

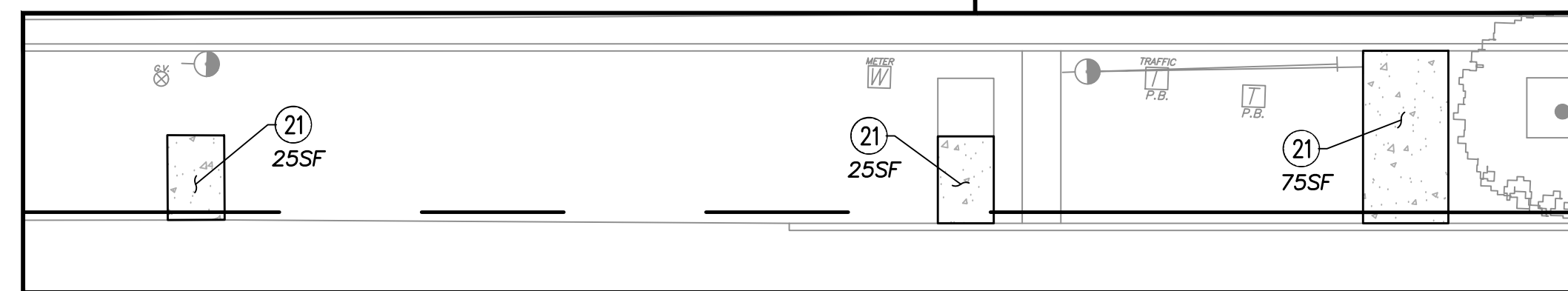
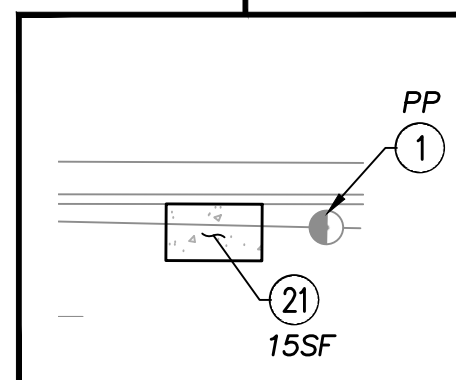
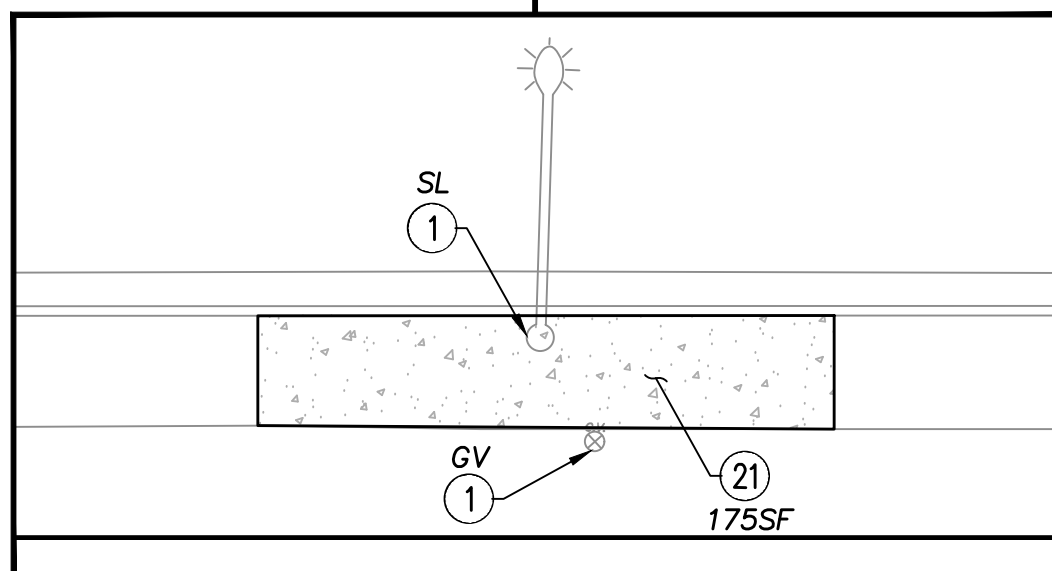
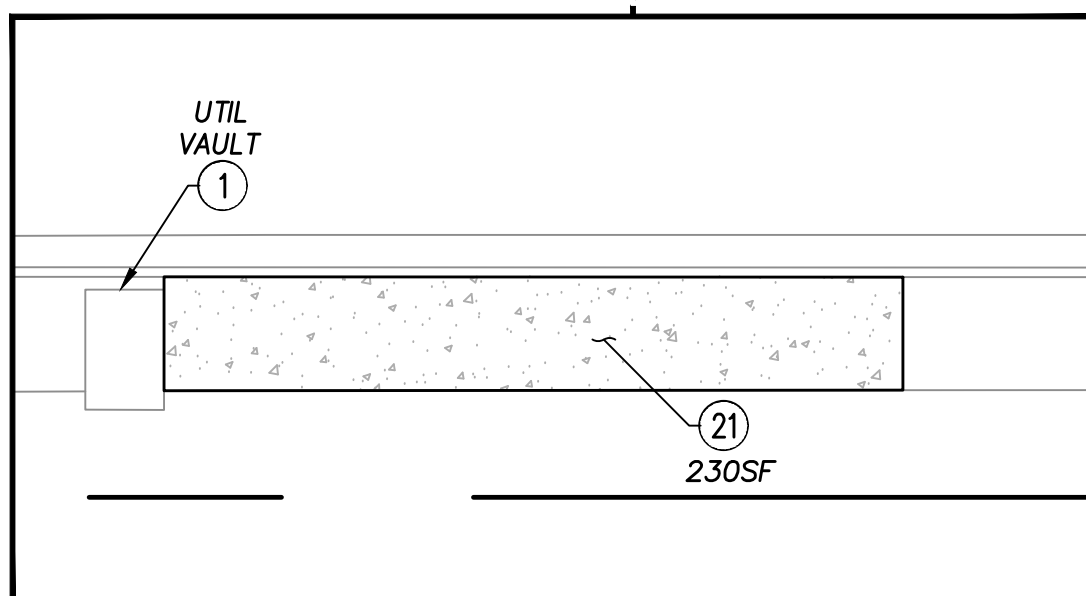
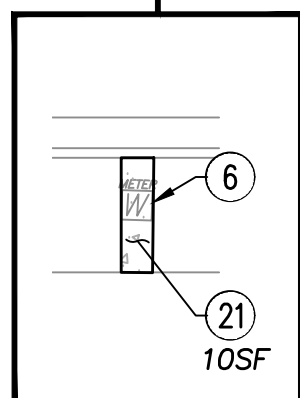
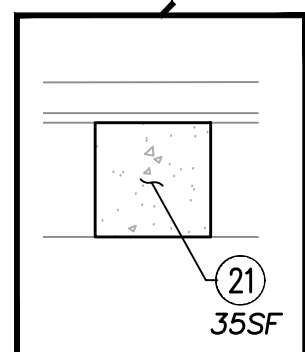
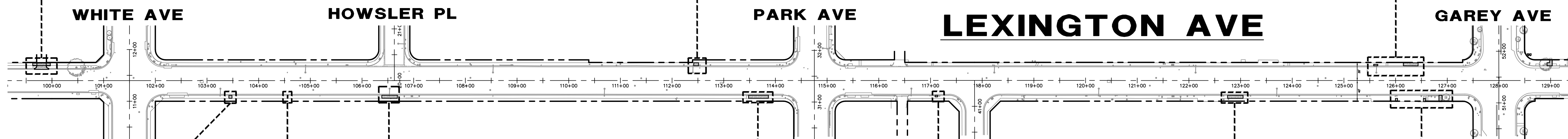
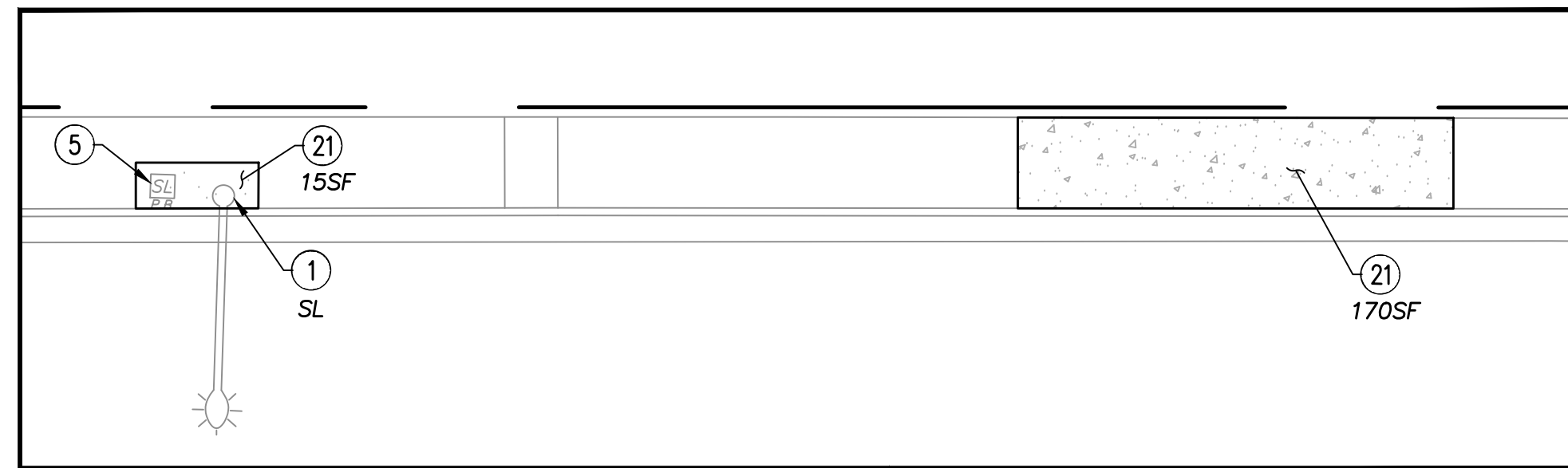
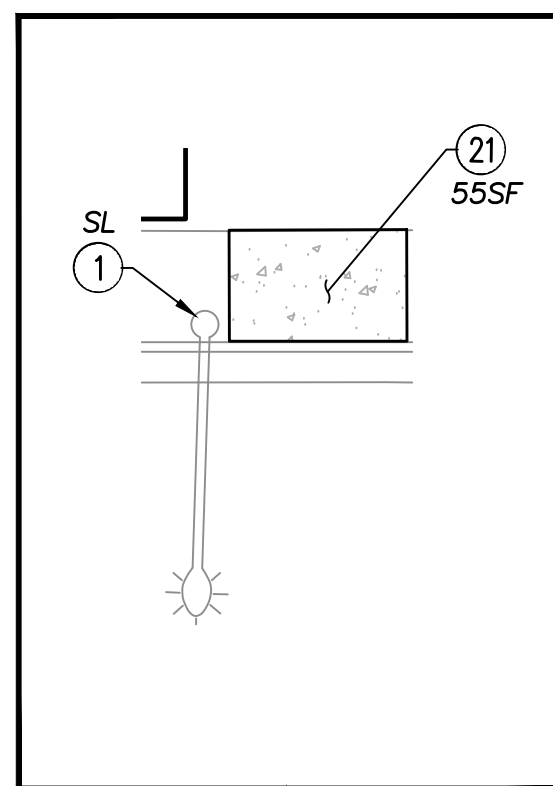
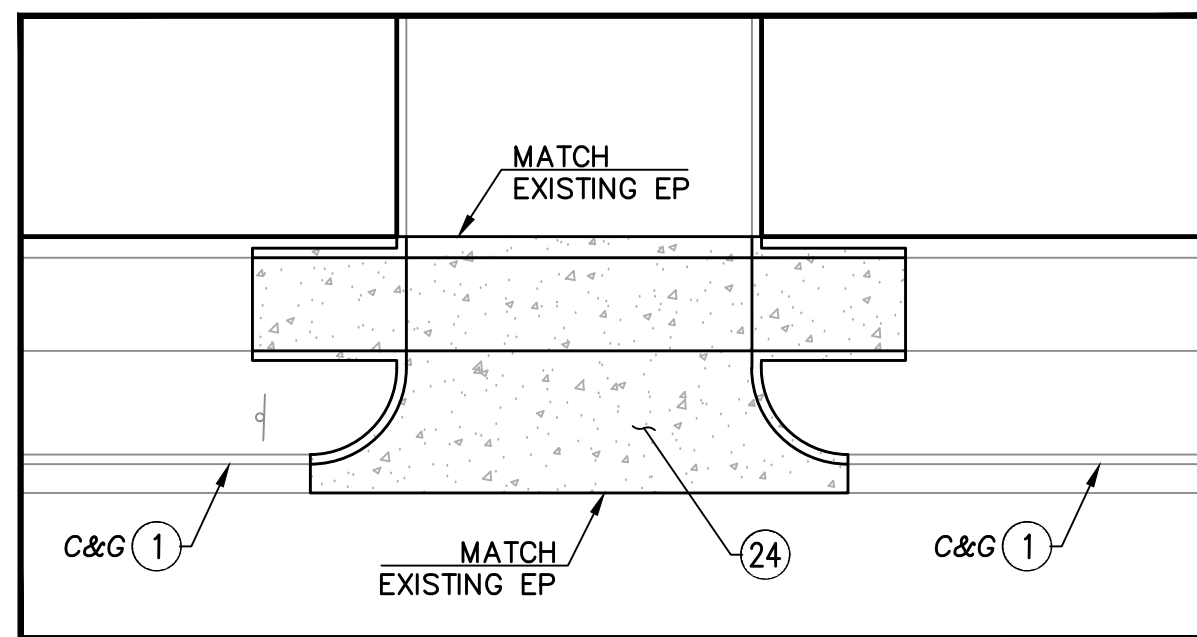


BOBBY LIN	RCE 85563	DATE
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REVISIONS			
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REV	DESCRIPTION	DATE	BY

\\lacad\156112 - STREET REHABILITATION -DISTRICT 2 & 3\DWG\SHEETS\PHASE 2\DIST23-SI01.DWG DATE 6/10/2026

FA-2281 D



LEGEND

P.C.C. CONCRETE

CONSTRUCTION NOTES

- 1 PROTECT-IN-PLACE.
- 5 ADJUST EXISTING PULLBOX TO FINISHED SURFACE.
- 6 ADJUST EXISTING WATER METER TO FINISHED SURFACE.
- 21 REMOVE EXISTING AND CONSTRUCT PCC SIDEWALK PER CITY OF POMONA STANDARD DRAWING NO. A-7-02
- 24 REMOVE EXISTING AND CONSTRUCT PCC ALLEY INTERSECTION PER CITY OF POMONA STAND DRAWING NO. A-5-06

DIG ALERT
SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIGALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIGALERT I.D. NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE TWO WORKING DAYS BEFORE YOU DIG
811
CAUTION: REMEMBER THAT THE USA CENTER NOTIFIES ONLY THOSE UTILITIES BELONGING TO THE CENTER. THERE COULD BE OTHER UTILITIES PRESENT AT THE WORK SITE. THE CENTER WILL INFORM YOU OF WHOM THEY WILL NOTIFY.

CENTERLINE NOTE: ALL CENTERLINES SHOWN ON THESE PLANS ARE CONSTRUCTION CENTERLINES AND ARE FOR CONSTRUCTION PURPOSES ONLY.
STATIONING NOTE: ALL PLAN STATIONING IS APPROXIMATE IN NATURE. CONTRACTOR SHALL FIELD VERIFY LOCATION & LIMITS OF ALL WORK ITEMS WITH CITY INSPECTOR PRIOR TO INITIATING ANY WORK
RIGHT OF WAY (R/W): LINWORK IS BASED ON CITY PROVIDED GIS LINWORK AND NOT PER RECORD INFORMATION. R/W LINE SHOWN FOR GENERAL LIMITS OF WORK ONLY. ALL WORK IS WITHIN EXISTING RIGHT-OF-WAY.

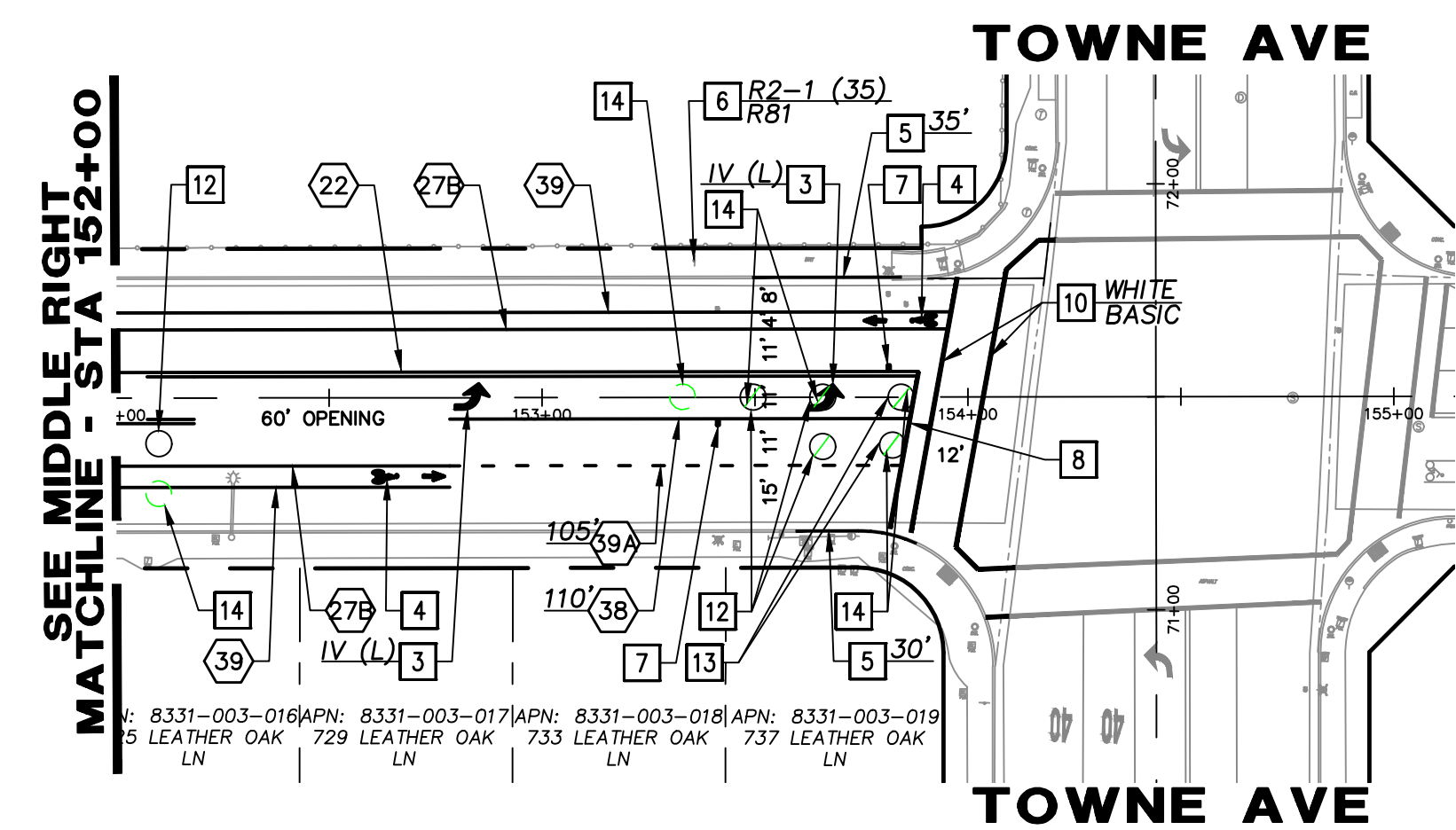
RKA CONSULTING GROUP
398 S. LEMON CREEK DRIVE, SUITE E, WALNUT, CA 91789
(909) 894-9702 FAX (909) 894-2858
WWW.RKAGROUP.COM



BOBBY LIN
RCE 85563
06/12/2026
DATE

REVISIONS			
REV	DESCRIPTION	DATE	BY

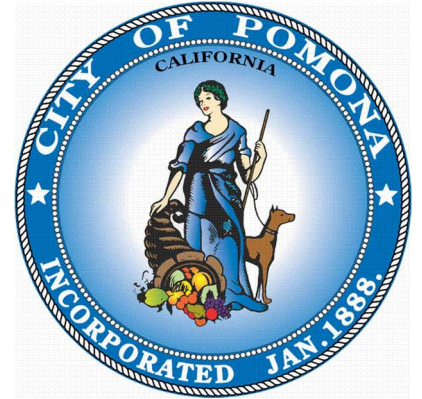
ADDITIVE ALTERNATE		
ACCEPTED BY:	<i>Meg McWade</i>	6/15/26
BY:	MEG MCWADE, PUBLIC WORKS DIRECTOR	DATE:
RECOMMENDED	<i>Arnold E. Dichosa</i>	6/15/26
BY:	ARNOLD E. DICHOSA, P.E., CITY ENGINEER	DATE:
CITY OF POMONA		
PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION		
DISTRICTS 2 & 3 STREET REHABILITATION		
GAREY AVE TO TOWNE AVE - PHASE 1		
PROJECT NO. 428-67935, FEDERAL PROJ. NO. STPL-507010441		
STREET IMPROVEMENT SHEET		
SCALE	DESIGNED: _____ DRAWN: _____ CHECKED: _____ REVIEWED: _____ REVIEW - CONST: _____ REVIEW - TRAFFIC: _____	SHEET 3 OF 4
AS SHOWN		



APPENDIX G

QAP FOR POMONA FEDERAL AID PROJECTS AND BABA(Buy America Build America)

THE CITY OF POMONA



QUALITY ASSURANCE PROGRAM (QAP) MANUAL

Prepared by:



398 Lemon Creek Drive, Suite E
Walnut, CA 91789

August 21, 2024

**City of Pomona
505 South Garey Avenue
Pomona, CA 91766
Contact: Arnold Dichosa
(909) 620-2266**

Code of Federal Regulations (CFR) –23CFR 637 – that govern transportation QAP requirements for minor agency Federal-aid projects and projects on the NHS prescribe policies, procedures, and guidelines to assure the quality of materials and construction in all Federal-aid highways and projects on the National Highway System.

QUALITY ASSURANCE PROGRAM (QAP) MANUAL CITY OF POMONA

Article I. INTRODUCTION

The City of Pomona is located in the County of Los Angeles, State of California, District 7. As per the new federal authorization MAP-21, starting October 1, 2012 the existing National Highway System (NHS) has been expanded to include all Principal Arterials (i.e. Functional Classifications 1, 2 and 3) to the new Enhanced NHS¹.

Projects located on the NHS but off the State Highway System (SHS), funded by Federal-aid or specified minor projects shall be in conformance with the City of Pomona QAP Program as outlined in this document.

Projects located on the SHS shall comply with the QA procedures as outlined in the following Caltrans manuals:

- Construction Manual
- Local Agency Resident Engineer Construction Manual Supplement
- Bridge Construction Records and Procedures Manual
- Local Assistance Structure Representative Guidelines

All other projects designated as minor local or otherwise specified shall comply with this program.

The purpose of this program is to provide assurance that the materials and workmanship incorporated into the construction projects are in conformance with the contract requirements of the approved plans and specifications, including approved changes. This program should be updated at least once every five years or more frequent if there are changes of the testing frequencies or to the tests themselves.

Article II. DEFINITION OF TERMS

- Acceptance Testing (AT) – Representative of the AGENCY for sampling and testing, or inspection, to determine the degree of compliance with contract requirements, also known as Quality Control (QC).
- Agency – City of Pomona.
- Quality Assurance Program (QAP) – A sampling, testing, and inspection program to provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are an Acceptance Program and an Independent Assurance Program (IAP).
- Independent Assurance Program (IAP): A program that verifies that AT is being performed correctly by certified testers using qualified laboratories and calibrated equipments.

¹ https://www.fhwa.dot.gov/planning/national_highway_system/nhs_maps/california/los_angeles-long_beach-anaheim_ca.pdf

- National Highway System (NHS) – Roadways on the SHS, Interstate System and roads essential for connecting access to these systems.
- State Highway System (SHS) – Roadways owned and maintained by the State. These roads are typically numbered by a state route or interstate highway number.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.
- California Department of Transportation (Caltrans) – An executive department within the State of California of the USA. Its purpose is to improve mobility across the state. Caltrans manages the SHS and is actively involved with local public transportation systems throughout the state.
- Contractor's Quality Assurance (QA) – Representative of the Contractor to maintain quality management of the plans, specifications, and other contracting document to prevent mistakes and defects in manufactured and installation of products.
- American Society for Testing and Materials (ASTM) – is an international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services.
- American Association of State Highway and Transportation Officials (AASHTO) – is a standards setting body which publishes specifications, test protocols and guidelines which are used in highway design and construction throughout the United States.
- California Test (CT) Methods – Caltrans published lab procedures by the Materials Engineering and Testing Services, Division of Caltrans, to conduct specialized laboratory and field testing, provide inspections and provide expert advice on all phases of transportation engineering involving materials and manufactured products.
- Correlation Program – A testing laboratory tied to a nationally known proficiency; testing program such as the Caltrans Reference Sample Program (CRSP), AASHTO Materials Reference Laboratory (AMRL) or Cement and Concrete Reference Laboratory (CCRL).

Article III. MATERIALS ACCEPTANCE PROGRAM

AT on minor streets and other designated projects shall be completed by the AGENCY'S representative and performed by a materials laboratory certified to perform the required tests. The test results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications. Sampling and testing to determine compliance with the contract requirements shall include but not be limited to the degree of frequency conforming to the provisions of this QAP, qualification of the laboratory, proficiency testing, and thorough acceptance testing documentation. Material testing, laboratory, and tester to be under the supervision of the AGENCY or AGENCY's hired certified laboratory.

Section 3.01 Acceptance of Unprocessed and Processed Soils and Aggregates

The acceptance of processed and unprocessed soils and aggregates includes verification sampling, testing, and inspection, and, in special cases, may include the results of quality control sampling and testing. Examples of unprocessed materials include sand, rip rap,

subgrade, and embankment and backfill materials. Examples of processed materials include aggregates, bases, PCC, and HMA. The contract and the QAP combine to ensure the quality of the soils and aggregates entering the project.

Section 3.02 Materials Engineering and Testing Services

The materials laboratory (Engineer) shall be a separate and independent company from the CONTRACTOR'S company, at their own expense, under the responsible management of a California Registered Professional Civil Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP. All certifications shall be submitted to the AGENCY expeditiously and in a timely manner that shall allow effective construction inspection and acceptance or rejection of the work by the AGENCY's representative within a time frame that is also sufficient to allow the CONTRACTOR to correct all deficient work and provide testing results acceptance to the AGENCY.

1. Qualifications – Testing laboratories, acceptance samplers and acceptance testers shall be verified through an independent assurance program.
2. Correlation Testing Program – The materials laboratory shall be a participant in one or more of the following testing programs in accordance to the allowable test methods:
 - a. AASHTO Materials Reference Laboratory (AMRL)
 - b. Cement and Concrete Reference Laboratory (CCRL)
 - c. Caltrans' Reference Samples Program (RSP)
3. Certification of Personnel – The materials laboratory shall employ personnel who are certified in accordance to the allowable procedures for which test methods are to be performed by one or more of the following:
 - a. Caltrans Independent Assurance
 - b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, National Institute of Certification of Engineering Technologies, etc.
 - c. Other recognized organizations approved by the State of California and recognized by local governments or private associations.

Section 3.03 Testing Methods

The minor projects shall be in accordance with a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications. Sample locations and frequencies shall be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Attachment #1, "Sampling and Testing Frequency Table" of the QAP Manual.

Section 3.04 Reporting AT Results

The following are time periods for reporting material test results to the Resident/City Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value shall be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density shall be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
 1. Test results for Sieve Analysis, Sand Equivalent and Cleanness Value shall be submitted to the Resident Engineer within 72 hours after sampling.
 2. Test results for “R” Value and asphalt concrete extraction shall be submitted to the Resident Engineer within 96 hours after sampling.

A complete set of reporting results shall be provided to the Resident Engineer within 72 hours after sampling to include the following:

- A log summary as shown in Attachment #2 (Appendix H of the Caltrans QAP Manual) of the acceptance tests taken on the project and the test methods used. The location and frequency shall be given and be in accordance with the QAP. Test Methods on projects.
- Copies of all sampler/tester and laboratory documentation
- All acceptance tests on the project. Example of an acceptance testing record is shown in Attachment #2 (Appendix G of the Caltrans QAP Manual).
- Records of pre-manufactured materials (collection of release tags)
- Materials certificate signed by the AT Geotechnical Engineer
- Certificate of Compliance

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials, the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Geotechnical Engineer’s staff, shall be done on an expedited basis such as by email (or fax if allowed by Resident Engineer).

Section 3.05 Sampler/Tester Documentation

Prior to performing any acceptance test on the AGENCY’s project, personnel should have all certification of qualifications in the project file. This generally includes verifying the use of personnel using their own equipment. The personnel shall have been issued a written examination and Proficiency Test to qualify as a sampler and tester. During the

construction of project, the contractor is responsible to ensure all acceptance sampler and testers have records current.

Section 3.06 Laboratory Documentation

The materials laboratory used shall provide documentation that the laboratory complies with the QAP. During the construction of project, the CONTRACTOR is responsible to keep all acceptance testing records current. All elements used on the project to verify the accuracy of the test results per the contract documents shall at least once a year have the following:

1. Laboratory and Testing Equipment – The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated as dictated by the test method. All testing equipment shall be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP or proof of calibration shall be kept on file.
2. References – A current copy of the AGENCY'S QAP and test methods standards

Section 3.07 Failing Test

In the circumstance that a material fails an acceptance test, sufficient additional acceptance tests must be taken to isolate the affected work. Documentation of the results of such additional tests must be included in the project records, including a description of the corrective measures taken. Corrective action or retesting of failing tests must be noted in the remarks column of the test summary log. Documentation of the reason that materials represented by failing tests were incorporated into the project must be in the project files.

Section 3.08 Acceptance of Minor Quantities Without Testing (Visual Inspection)

Relatively minor quantities of construction materials may be accepted without testing. The following three (3) conditions must be met:

1. Visual examination of the material is performed.
2. The manufacturer has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.
3. The manufacturer (or supplier in the case of HMA or concrete) provides certification that the material furnished complies with the contract specifications.

Approximate quantities that may be accepted by visual inspection:

- Aggregates other than for use in Portland Cement Concrete, not to exceed: 100 tons per day, nor more than 500 tons per project.
- Bituminous mixtures (includes HMA); not to exceed 50 tons per day (sample at Engineer's discretion if project is less than 500 tons)
- Bituminous material (includes Asphalt); not to exceed 100 gallons per project

Article IV. INDEPENDENT ASSURANCE PROGRAM (IAP)

The Independent Assurance Program (IAP) are the procedures to verify that the AT is being performed correctly by qualified testers and laboratories when AT is not provided by the Agency. IAP shall be provided by personnel from Caltrans or the Agency's consultants certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated. Records of equipment calibrations should be kept with equipment and in the project file.

The main function of the IA person is to "test the acceptance tester" and not be directly involved with the acceptance of materials. IAP proficiency tests shall be performed on every type of materials test required for the project. All other types of IAP shall be witness tests.

Section 4.01 Qualifications

IAP personnel shall be certified in the testing procedures of their performed task, as part of the IAP, and shall not be involved in any aspect of AT. IA person should have at least three years of experience.

Section 4.02 Proficiency Test

Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests.

IA person should work in a laboratory that performs annual proficiency tests using AMRL, CCRL and/or CT methods. The laboratory should then be accredited by AASHTO and perform proficiency tests with AMRL and/or CCRL accredited laboratory. Material samples for the proficiency tests should be prepared by the accredited laboratory. The IA person should perform the material tests, using IA person's own equipment, and forward the test results to the accredited laboratory for evaluation.

Section 4.03 Reporting IAP Results

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. A written procedure for dispute resolution on the discrepancy shall be kept in the project file. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

(a) Certificate of Proficiency for Acceptance Sampler and Tester

The Certificate of Proficiency should include the following items:

- The printed full name of the acceptance sampler/or tester
- The company and address of the qualified sample and/or tester
- A list of the test methods the sampler and/or tester is qualified to perform
- The re-qualification date (month and year) for each test
- The printed name (and signature) of the IA person

- The date the certificate is issued.

Article V. TESTING OF MANUFACTURED MATERIALS OR FABRICATED MATERIALS

It is the responsibility of the Contractor to identify the need of inspection and acceptance testing of manufactured materials and products and notify the Resident Engineer using Form CEM-3101 “Notice of Materials to Be Used”, see Attachment #3 (CEM-3101), early in the project. Submittal of the “Notice of Materials to Be Used” shall be in a manner that shall leave sufficient time for the Resident Engineer to inspect and test materials without causing delay of the work.

The acceptance of manufactured and prefabricated materials for use on the project shall be on the basis of source inspection, authorized materials list or by certificate of compliance. The following sections describe each method and applicability in the project, as well as describing the need for Buy America compliance.

Section 5.01 Source Inspection

Upon receiving the “Notice of Materials to Be Used” forms from the Contractor, the Resident Engineer will determine which manufactured and prefabricated items will require source inspection for the project. A list of materials that commonly require source inspection can be found in Attachment #4 (Caltrans Construction Manual - Table 6-2.1). The source inspection will be performed by a qualified consultant lab staff chosen by the agency, at the expense of the Contractor.

Section 5.02 Authorized Material List

Any manufactured or prefabricated materials that fall into any of the category of materials listed in the Caltrans Authorized Materials List² must be shown on the appropriate Authorized Material List (AML) before use on the project. Resident Engineer may also require a Certificate of Compliance and inspection and testing for acceptance of material.

Section 5.03 Certificate of Compliance

Certain materials can be accepted by Certificate of Compliance (COC) when specified in the contract. The Local Assistance Procedures Manual³ (LAPM) contain exhibits as shown in Attachment #5 (Exhibit 16-T1 & Exhibit 16-T2) that outline materials typically accepted by COC, barring that they do not involve structural integrity or safety in the project. COC of an applicable material must be supplied to the Resident Engineer prior to the use of the material in the project.

² <https://dot.ca.gov/programs/engineering-services/authorized-materials-lists>

³ <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>

Required elements of an acceptable COC are as follows:

- Project Number
- Certified material lot number matching lot tags affixed or stenciled to the released materials
- Manufacturer's signature
- A statement that the material complies with the specifications of the contract

An example of acceptable COC's can be found in Attachment #6 (Appendix J of the QAP Manual).

Section 5.04 Buy America Certification

All Iron and Steel manufactured products and constructed materials permanently incorporated into the project shall comply with Buy America requirements per 23 CFR 635.410 and Section 70914 of the Build America, Buy America (BABA) Act. Each shipment of Iron and Steel materials shall come furnished with their own COC that includes the mill markings or heat numbers, and a signed statement from the manufacture that states that all manufacturing processes involved in the production of the products occurred in the United States. The following processes are included:

- | | |
|-------------|-------------|
| • Rolling | • Extruding |
| • Machining | • Bending |
| • Grinding | • Drilling |
| • Coating | • Welding |
| • Smelting | |

If federal-aid money has been authorized for any phase of the project, than the Buy America requirements apply to all phases of the project, regardless if the material is being paid for using non-federal portion of the funding. Temporary iron and steel materials, e.g. formwork, sheet piling, shoring, shall be excluded from the Buy America requirements.

Article VI. PROJECT CERTIFICATION

The Resident Engineer shall include a "Materials Certificate", upon completion of the federal-aid project and it shall be included in the AGENCY'S project records. The AGENCY's Person in Responsible Charge shall sign the certificate. All materials incorporated into the work which did not conform to specifications shall be explained and justified on the "Materials Certification", including changes by virtue of contract change orders. See Attachment #7 for an example (Appendix K of the QAP Manual). The original is to be submitted to the Caltrans District Local Assistance Engineer (DLAE) in the Report of Expenditures.

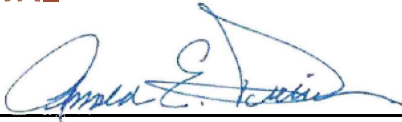
Article VII. RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file as stated below:

- The files shall be organized.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and FHWA personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the QAP Manual, facilitates reviews of material sampling and testing, and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports shall be provided for each of the projects separately to complete the records.

Article VIII. APPROVAL

APPROVED BY: 

NAME: Arnold Dichosa
TITLE: City Engineer
RCE: 86038

DATE: 8/21/24
AGENCY: City of Pomona

ATTACHMENT #1: Sampling and Testing Frequency Table

<i>Sample for Local Agency QAPs</i>			
Sampling and Testing Frequency Table for projects OFF the SHS.			
HOT MIX ASPHALT (HMA) / ASPHALT CONCRETE (AC)			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Aggregate Gradation (Sieve)	CT 202	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day.	At Plant Per CT 125 (a)
Sand Equivalent	CT 217		
Asphalt Binder Content	CT 382		Loose Mix Behind Paver Per CT 125
In-Place Density and Relative Compaction (Nuclear)	Nuclear (b) CT 375 or ASTM D2950 (c)	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day. (b)	Random Locations Per CT 375 (c)
Theoretical Maximum Specific Gravity and Density (Rice)	CT 309	1 Per Day During Production/Placement of At Least 300 Tons Per Day	Loose Mix Behind Paver Per CT 125
HMA Moisture Content	CT 226 or CT 370		
Stabilometer Value (d)	CT 366		
Asphalt Binder	Sample per Section 92	Sample 1 min. per day for production over 300 tons per day; See (f) regarding testing.	At Plant Per CT 125
Smoothness	12-foot Straightedge	As necessary to confirm contract compliance.	Final Pavement Surface

- (a) Exact tonnage of sample location to be determined by Random Sampling Plans
- (b) Compaction determined by Nuclear Density Device. Core testing required if compaction fails the nuclear test
- (c) Correlation between core densities and nuclear device required only if compaction fails the nuclear test
- (d) Report the average of 3 tested briquettes from a single split source
- (e) Use CT 309 to determine maximum theoretical density in lieu of CT 367 calculated maximum theoretical density
- (f) No testing required unless warranted by concern ; sample and store until completion of project

SUBGRADE (DISTURBED BASEMENT SOIL) OR EMBANKMENT

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft under vehicle traveled way and shoulder 1 Min. Test Per 300 linear foot under sidewalk	Random locations as determined by the Engineer in place after compaction.

AGGREGATE BASES AND SUBBASES, IMPORTED BORROW

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement.
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft	Random locations as determined by the Engineer in place after compaction.

STRUCTURE BACKFILL, SELECT BACKFILL

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test Per 2 Vertical Lifts of Placement	Random locations as determined by the Engineer in place after compaction.

PORTLAND CEMENT CONCRETE (PCC) - STRUCTURAL AND SIGNAL/LIGHTING FOUNDATIONS

COARSE AGGREGATE			
Quality Characteristic	Test Method		
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Cleanness Value	CT 227		

FINE AGGREGATE			
Quality Characteristic	Test Method		
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Sand Equivalent	CT 217		

WET MIX			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Slump/Penetration	CT 533	2 per day	Sample from truck/work site
Cylinders	CT 539/540	1 min. set of 3 per day; If bridge, 1 min. set per separate pour of abutment/pier/deck.	

ATTACHMENT #2

Acceptance Testing Reporting Example Forms (Caltrans QAP Manual – Appendix G, H)

Appendix G - Example of an Acceptance Testing Record

Material Tested: Fresh Concrete

Location of Test: Station 100 + 50 (50 feet right of centerline)

Type of Work: Retaining Wall Foundation .

Date	Test Number	Description of Test	Test Results	Specification
07/07/07	CT 504	Air Content	4.2%	4.0 % Minimum
07/07/07	CT 533	Ball Penetration	1.5 in.	0.5 to 2.0 in.

Printed Name of Acceptance Tester: Bill Johnson

Signature: _____

Company: ABC Engineering Company (Middletown, CA)

Date: 07/07/07 .

Note: An air content test was recommended because the foundation elevation was over 5,000 feet.

Appendix H - Example of a Log Summary Sheet

Subgrade Materials

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
5/15/07	231	1+ 00 (30' L)	99.00	93	90 or greater	Passed	N/A
5/16/07	231	1+ 50 (20' R)	100.50	94	90 or greater	Passed	N/A
5/17/07	231	2+ 25 (25' R)	101.00	96	90 or greater	Passed	N/A
5/18/07	231	1+ 50 (30' L)	101.50	95	95 or greater	Passed	N/A
5/19/07	231	2+ 50 (20' L)	102.00	92 *	95 or greater	Failed	See Note 1
5/19/07	231	2+ 50 (20' L)	102.00	95	95 or greater	Passed	N/A

CT 231 = Compaction (Nuclear Gage)

* Note 1: The Contractor used a water tank to dampen the soil surface at the failed subgrade location. Using a sheep's foot compactor, he reworked the subgrade (making at least 10 passes) from Station 2+ 00 to Station 3+ 00. After approximately 30 minutes, another compaction test was taken. This time the relative compaction was 95.

Aggregates and Base Materials

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
6/20/07	202	1+ 00 (10' R)	102.50	See data sheet	See data sheet	Passed	N/A
6/20/07	202	2+ 00 (20' L)	102.50	See data sheet	See data sheet	Passed	N/A
6/22/07	217	1+ 00 (10' R)	102.50	75	25 or greater	Passed	N/A
6/22/07	217	2+ 00 (20' L)	102.50	83	25 or greater	Passed	N/A
6/20/07	227	1+ 00 (20' R)	102.50	86	71 or greater	Passed	N/A
6/20/07	227	1+ 50 (20' L)	102.50	85	71 or greater	Passed	N/A
6/24/07	231	2+ 00 (20' R)	102.50	98	95 or greater	Passed	N/A
6/24/07	231	2+ 50 (20' L)	102.50	97	95 or greater	Passed	N/A

CT 202 = Sieve Analysis, CT 217 = Sand Equivalent, CT 227 = Cleanliness Value,
CT 231 = Compaction (Nuclear Gage)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
NOTICE OF MATERIALS TO BE USED
CEM-3101 (REV 08/2019)

NOTICE OF MATERIALS TO BE USED
INSTRUCTIONS TO CONTRACTOR

Section 6 of the Standard Specifications states that, "Before the preconstruction conference, submit material source information on a Notice of Materials to Be Used form".

In order to avoid delay in approval of materials, the Department of Transportation must receive, in a timely manner, Form CEM-3101, "Notice of Materials to Be Used." When filing this form, please comply with the following instructions:

1. The contract number and job limits should be the same as they appear on the special provisions.
2. The column headed "Contract Bid Item Number" refers to the sequential item number of the contract.
3. The column headed "Item Code" refers to the number for which the material is to be used. It is a six-digit number.
4. The column headed "Contract Item Description" refers to an item description of the material as described in the special provisions.
5. The column headed "Item Component" refers to the specific description of material to be used, not necessarily the name of the contract item.

For Example:

Contract Bid Item Number	Item Code	Contract Item Description	Item Component
01	520101	Bar reinforcing steel	Coupler (service splice)

6. The column headed "Item Component Quantity" refers to the item component quantity of material being provided from the manufacturer/provider.
7. The column headed "Manufacturer/Provider" refers to the manufacturer/fabricator of the item. List the name, address and email address of the Manufacturer/Fabricator. Also, list the name and address of the location where inspection will occur, if different from the Manufacturer/Fabricator.
8. Form CEM-3101, "Notice of Materials to Be Used," must be submitted to the resident engineer (RE). The RE will email Form CEM-3101 to the materials administrator to, MaterialsAdministratorMETS@dot.ca.gov or fax to (916) 227-7084, Attn: Materials Administrator or postal mail to: Material Engineering & Testing Services, 5900 Folsom Blvd., Sacramento, CA 95819, MS-5.

If the sources of materials are not known at the beginning of a contract, submit a Form CEM-3101, "Notice of Materials to Be Used," for a given bid item as soon as a provider is known. Multiple submittals may be necessary. Resubmit a Form CEM-3101, "Notice of Materials to be Used," for all changes or revisions.

When placing orders for materials that require inspection prior to shipment, be sure to indicate on your request form that state inspection is required before shipment.

ADA Notice

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

¹Download form at <https://dot.ca.gov/programs/construction/forms>

ATTACHMENT #4

Inspection of Fabricated and Manufactured Materials (Caltrans Construction Manual¹ – Table 6-2.1)

Table 6-2.1. Inspection of Fabricated and Manufactured Materials (1 of 5)

Product	Items Inspected and Tested by METS	Items to Check at Job Site
Bolts, nuts, and washers	Material sampling and testing including galvanizing, visual inspection.	Visible defects, dimensions, threads, galvanizing, marking for correct type fit of nuts. Make sure high-strength bolts and nuts are used where specified and nuts are lubricated properly. Refer to <i>Bridge Construction Records and Procedures</i> .
Curing compound, chlorinated rubber type	Material tests by batch or lot, check marking. Other types accepted at job site if properly packaged and labeled.	Proper mixing, marking, check sample. Check for specified type of container and correct marking.
Bearing, elastomeric bearing pads - steel reinforced, PTFE bearing	Material sampling and specified tests, visual and dimensional inspection certification.	Damage, defects, uniformity, dimensions.
Electrical items: controllers, luminaires, signal heads, conductors	Controllers: complete tests and inspection. Luminaires: random tests, visual inspection. Signal heads, switches; visual inspection plans, type, operational check. Conductors: random tests.	Shipping damage, defects, conformance to plans, type, operational check. Check loop detectors for operation under field conditions. See that all conductors are correct type and size.
Epoxy	Materials sampling and specified tests, markings, packaging.	Proper material for intended use, excessive thickening or crystallization, proper mixing.
Forgings, steel	METS inspection and tests upon request from resident engineer. Material tests, visual and dimensional inspection.	Size, uniformity, surface defects, or warping; permit no repairs.
Girders, precast prestressed concrete	Material verification, work quality, dimensions, conformance to plans, and in-process inspection of fabrication, such as forms, steel placement, stressing, and concrete stages.	Damage, flaws, exposed steel dimensions, finish, cracks, or other defects.

ATTACHMENT #4

Inspection of Fabricated and Manufactured Materials (Caltrans Construction Manual¹ – Table 6-2.1)

Table 6-2.1. Inspection of Fabricated and Manufactured Materials (1 of 5)

Product	Items Inspected and Tested by METS	Items to Check at Job Site
Bolts, nuts, and washers	Material sampling and testing including galvanizing, visual inspection.	Visible defects, dimensions, threads, galvanizing, marking for correct type fit of nuts. Make sure high-strength bolts and nuts are used where specified and nuts are lubricated properly. Refer to <i>Bridge Construction Records and Procedures</i> .
Curing compound, chlorinated rubber type	Material tests by batch or lot, check marking. Other types accepted at job site if properly packaged and labeled.	Proper mixing, marking, check sample. Check for specified type of container and correct marking.
Bearing, elastomeric bearing pads - steel reinforced, PTFE bearing	Material sampling and specified tests, visual and dimensional inspection certification.	Damage, defects, uniformity, dimensions.
Electrical items: controllers, luminaires, signal heads, conductors	Controllers: complete tests and inspection. Luminaires: random tests, visual inspection. Signal heads, switches; visual inspection plans, type, operational check. Conductors: random tests.	Shipping damage, defects, conformance to plans, type, operational check. Check loop detectors for operation under field conditions. See that all conductors are correct type and size.
Epoxy	Materials sampling and specified tests, markings, packaging.	Proper material for intended use, excessive thickening or crystallization, proper mixing.
Forgings, steel	METS inspection and tests upon request from resident engineer. Material tests, visual and dimensional inspection.	Size, uniformity, surface defects, or warping; permit no repairs.
Girders, precast prestressed concrete	Material verification, work quality, dimensions, conformance to plans, and in-process inspection of fabrication, such as forms, steel placement, stressing, and concrete stages.	Damage, flaws, exposed steel dimensions, finish, cracks, or other defects.

Table 6-2.1. Inspection of Fabricated and Manufactured Materials (2 of 5)

Product	Items Inspected and Tested by METS	Items to Check at Job Site
Girders, structural steel	Material verification, check sample testing, qualifications of welders, inspection during fabrication, nondestructive testing, preparation and painting in the shop, conformance to plans and authorized shop drawings, proper joint preparation for shop-bolted connections.	Damage to members or paint: defects in steel, camber condition of paint, dimensions, condition of holes, straightness and squareness of members.
Joint sealant, Type A field mixed polyurethane or silicone sealant	Material sampling and testing by batch or lot.	Proper components, proper mixing, marking. Damage, work quality, correct movement range from test report, size and type, lot and batch identification. Refer to <i>Bridge Construction Records and Procedures</i> .
Joint seal, Type B preformed elastomeric joint seal	Material sampling and testing.	Damage, work quality, correct movement range from test report, size and type. Refer to <i>Bridge Construction Records and Procedures</i> .
Markers, pavement	Tests of each batch or lot, random inspection.	Damage, surface defects.
Mechanical equipment, scales, pump truck inspection stations, roadside rests	Inspection usually assigned to resident engineer. Consult with Structures & Engineering Services, Office of Electrical, Mechanical, Water and Wastewater Engineering, for assistance if required.	Damage, installation details, work quality.

Table 6-2.1. Inspection of Fabricated and Manufactured Materials (3 of 5)

Product	Items Inspected and Tested by METS	Items to Check at Job Site
Metal beam guard rail	METS inspection and testing of galvanizing upon request by resident engineer.	Damage to rail or galvanizing, flaws of rail and galvanizing, dimensions, conditions of holes, for example.
Metal crib wall	METS inspection and testing of galvanizing upon request by resident engineer.	Dimensions, work quality, galvanizing, specified bolts.
Miscellaneous iron and steel, miscellaneous bridge metal, bearing assemblies, rings and covers, frames and grates	Materials sampling and testing as specified, qualification of welders, inspection of fabrication, galvanizing, dimensions.	Damage, welding or fabrication defects, conformance to drawings, galvanizing defects, grinding specified coating.
Paint	Materials sampling and testing by batch or lot.	Lumps, hard setting, color, marking of cans, adherence, surface preparation, lot numbers same as on inspection report.
Piling, precast prestressed concrete	Material verification, work quality, dimensions, conformance to plans, and in-process inspection of fabrication, such as forms, steel placement, stressing, and concrete stages.	Damage, flaws such as cracks, and spalling, painting of strand ends, straightness.
Piling, steel pipe	Material verification, weld inspection of welding if field splices are necessary.	Damage to members, overlooked fabrication details, dimensions.
Pipe, galvanized	Material sampling and testing. Check galvanizing thickness.	Size, uniformity, surface defects; permit no repairs.
Poles, lighting	Material verification, inspection and review of welding and galvanizing, visual and dimensional inspection.	Dimensions, welds, work quality, galvanizing type.

Table 6-2.1. Inspection of Fabricated and Manufactured Materials (4 of 5)

Product	Items Inspected and Tested by METS	Items to Check at Job Site
Prestressing strand	Material sampling and testing, package and storage, visual inspection when possible.	Check strand for rust, damage, surface defects. Check tags for stressing information.
Reinforced concrete pipe	Material verification, witness testing, visual inspection, dimensions, elliptical steel markings. Only for reinforced concrete pipe with diameter greater than 60 inches, unless requested by resident engineer.	Damage, defects, exposed steel, dimensions at specific locations in accordance with plans, straightness, concentricity.
Railings, barriers Bridge railing, barrier	Material tests, welder qualifications, welding and fabrication, galvanizing.	Damage to rail or galvanizing; fabrication or galvanizing defect, fit of sleeves, dimensions; types of bolts or nuts furnished.
Reinforcement splices: welded or mechanical couplers	METS sampling and testing, material verification.	Refer to <i>Bridge Construction Records and Procedures</i> .
Sign structures	Material verification, qualification of welders, inspection during and after fabrication, dimensions, cleaning and painting or galvanizing.	Damage, general work quality, general conformance to requirements, position of sign panels, final check of electrical equipment for illuminated signs, proper nuts and bolts, properly torqued.
Signs, changeable message	Fabrication, operation, work quality.	Refer to Section 4-56, "Overhead Sign Structures, Standards, and Poles" of this manual.

Table 6-2.1. Inspection of Fabricated and Manufactured Materials (5 of 5)

Product	Items Inspected and Tested by METS	Items to Check at Job Site
Steel flooring and grating	METS inspection and tests upon request from resident engineer.	Work quality, dimensions.
Structural steel	Material verification, qualifications of welders, inspection during fabrication, nondestructive testing, preparation and painting in the shop, conformance to plans and authorized shop drawings, proper joint preparation for shop-bolted connections.	Damage to members or paint: defects in steel or in welds; overlooked fabrication details; camber condition of paint; dimensions; condition of holes; proper bolts and nut markings; proper torquing; straightness and squareness of members.

¹The Caltrans Construction Manual can be downloaded at <https://dot.ca.gov/programs/construction/construction-manual>

ATTACHMENT #5

Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications (LAPM – Exhibit 16-T1)

Local Assistance Procedures Manual

Exhibit 16-T1

Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Exhibit 16-T1: Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
6-1.04 BUY AMERICA		
6-1.04B	Crumb rubber	COC
6-1.04C	Steel and iron materials	COC + cert. mill test reports
11-2 WELDING QUALITY CONTROL		
11-2.03D	Welding	COC
12-3 TEMP. TRAFFIC CONTROL DEVICES		
12-3.03A(3)	Plastic traffic drums	COC
12-3.20A(3)	Type K temporary railing	COC
12-3.23A(3)	Attenuator	COC
12-3.32A(3)	Portable CMS	COC
13-2 WATER POLLUTION CONTROL PROGRAM		
13-9 TEMP. CONCRETE WASHOUTS		
13-9.01C	Fabric bags for gravel-filled bags	COC
	Plastic liner	COC
13-10 TEMP. LINEAR SEDIMENT BARRIERS		
13-10.01C	Fiber rolls	COC
	Silt fence fabrics	COC
	Sediment filter bags	COC
	Foam barriers	COC
	Fabric for gravel-filled bags	COC
16-2.03 TEMP. HIGH-VISIBILITY FENCES		
16-2.03A(3)	High-visibility fabric	COC
18 DUST PALLIATIVES		
18-1.01C	Dust suppressant	COC
	Dust control binders	COC
	Fibers	COC
20 LANDSCAPE		
20-2 IRRIGATION		
20-2.08A(3)	Polyethylene pipe	COC
	Plastic pipe supply line	COC

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
20-3 PLANTING		
20-2.08A(3)	Sod	COC
	Soil amendment	COC
20-5 LANDSCAPE ELEMENTS		
20-5.03A(1)(c)	Filter fabric	COC + product data
20-5.03D(1)(c)	Solidifying emulsion	COC + product data & samples
20-5.04A(3)	Wood mulch	COC + sample & authorization
21-2 EROSION CONTROL WORK		
21-2.01C(1)	Straw	COC
	Weed-free straw	COC + cert. of quarantine
	Fiber	COC
	RECP	COC
	Fasteners	COC
	Hydraulically applied erosion control materials	Submit records
21-2.01C(2)	Compost	Submit reports
21-2.01C(3)	Seed	Submit reports
21-2.01C(4)	Tackifier	COC
	Bonded fiber matrix	COC
24 STABILIZED SOILS		
24-1.01C(1)	Stabilizing agent	COC + sample
24-3 CEMENT STABILIZED SOIL		
24-3.01C	Cement	COC + sample
36-2 BASE BOND BREAKER		
36-2.01C	Base bond breaker	COC
37 BITUMINOUS SEALS		
37-1.01C	Asphalt binder	COC + test results
	Asphalt emulsion	COC + test results
37-3 SLURRY SEALS AND MICRO-SURFACINGS		
37-3.01A(3)	Asphaltic emulsion	COC + samples & test results
	Polymer modified asphaltic emulsion	COC + samples & test results
	Micro-surfacing emulsion	COC + sample & test results
37-2.04 ASPHALT RUBBER BINDER CHIP SEALS		
37-2.04A(3)	Asphalt rubber binder ingredients	COC + permits & submittals

* For those materials requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
37-5 PARKING AREA SEALS		
37-5.01C	Parking area seal material	COC + sample & test results
37-6 CRACK TREATMENTS		
37-6.01C	Crack treatment materials	COC or sample & test results
39-2 HOT MIX ASPHALT		
39-2.01A(3)(f)	Liquid antistrip	COC + sample & production data
39-2.03A(3)(c)	Crumb rubber modifier	COC + test results
	Asphalt modifier	COC + test results
39-2.05A(1)(c)	Asphaltic emulsion	COC + test results
40 CONCRETE PAVEMENT		
40-1.01C(2)	Tie bars	COC
	Splice couplers for threaded bars	COC
	Dowel bars	COC
	Tie bar baskets	COC
	Joint filler	COC
	Epoxy-powder coating	COC
41 EXISTING CONCRETE PAVEMENT		
41-5 JOINT SEALS		
41-5.01C	Liquid joint sealant	COC + SDS & instructions
	Backer rods	COC + SDS & instructions
	Compression joint seal	COC + SDS & instructions
	Lubricant adhesives	COC + SDS & instructions
41-10 DRILL AND BOND BARS		
41-10.01C	Tie bars	COC
	Dowel bars	COC
	Dowel bar lubricant	COC
	Chemical adhesive	COC
	Epoxy powder coating	COC
48-2 FALSEWORK		
48-2.01C(1)	Structural composite lumber	COC + submittals
49-2 DRIVEN PILING		
49-2.02A(3)(d)	Steel pipe piles	COC + tests & mill reports
49-2.03A(3)	Structural shape steel piling	COC + test reports

* For those materials requiring additional information on or with the COC, see specification.

Local Assistance Procedures Manual

Exhibit 16-T1
Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
51 CONCRETE STRUCTURES		
51-1.01C(3)	Bonding materials	COC or sample & authorization
51-2 JOINTS		
51-2.01A(3)	Polyethylene material for snowplow deflectors	COC
51-2.02B(1)(c)	Sealant	COC + test reports & samples
51-2.02C(1)(c)	Elastomeric joint seal	COC + test reports
	Lubricant-adhesive	COC + test reports
51-2.02D(1)(c)	Joint seal materials	COC + authorization
51-2.02E(1)(c)(iii)	Joint seal assembly materials	COC
51-2.02F(1)(c)(iv)	Material used in the joint seals	COC + test reports
51-2.04A(3)	Waterstop material	COC + a statement
51-3 BEARINGS		
51-3.02A(3)(c)	Elastomer for bearing pads	COC + test reports
51-4 PRECAST CONCRETE MEMBERS		
51-4.01C(1)	Concrete box culvert	COC
52 REINFORCEMENT		
52-1.01C(3)	Reinforcement (rebar)	COC + mill test report
52-2 EPOXY-COATED REINFORCEMENT		
52-2.02A(3)(c)	Epoxy-coated reinforcement	COC + submittals
	Patching material	COC + a statement
52-5.01C(4)	Headed bar reinforcement	COC + test reports
52-6 SPLICING		
52-6.01C(5)	Service or butt splice material	COC + submittals
54 WATERPROOFING		
54-3 PREFORMED MEMBRANE WATERPROOFING		
54-3.01C	Preformed membrane sheet	COC + report
54-5 DECK SEAL		
54-5.01C	Preformed membrane sheet	COC + report
57-2 WOOD STRUCTURES		
57-2.01A(3)	Timber and lumber	COC + report
	Glued laminated timbers/decking	COC
57-3 PLASTIC LUMBER STRUCTURES		
57-3.01C(1)	Plastic lumber	COC + test report & sample

* For those materials requiring additional information on or with the COC, see specification.

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Exhibit 16-T1
Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
58-2 MASONRY BLOCK		
58-2.01C(7)	CMUs	COC
	Aggregate for grout	COC
	Grout	COC
59 STRUCTURAL STEEL COATINGS		
59-1.01C	Blast cleaning material	COC + SDS
59-5 THERMAL SPRAY COAT STRUCTURAL STEEL		
59-5.01C(1)	Wire feedstock	COC
60-3.04B POLYESTER CONCRETE OVERLAYS		
60-3.04B(1)(c)	Methacrylate resins	COC + samples & test report
	Polyester resins	COC + samples & test report
	Aggregates	COC + samples & test report
61-2 CULVERT AND DRAINAGE PIPE JOINTS		
61-2.01C	Joint systems	COC + test results & reports
	Couplers	COC
64 PLASTIC PIPE		
64-1.01C	Plastic pipe	COC + report
65-2 REINFORCED CONCRETE PIPE		
65-2.01C	RCP, direct design method	COC + report
66 CORRUGATED METAL PIPE		
66-1.01C	Corrugated steel materials	COC
	Corrugated aluminum materials	COC
67-3 METAL LINE PLATE PIPE		
67-3.01C	Metal liner plate pipe	COC + mill test reports
68 SUBSURFACE DRAINS		
68-1.01C	Subsurface drain	COC
68-2 UNDERDRAINS		
68-2.01C	Pipe	COC
	Tubing	COC
	Fittings	COC
68-7 GEOCOMPOSITE DRAIN SYSTEMS		
68-7.01C	Geocomposite drain	COC + flow capability graph

* For those materials requiring additional information on or with the COC, see specification.

Local Assistance Procedures Manual

Exhibit 16-T1

Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
69 OVERSIDE DRAINS		
69-1.01C	Steel pipe piles	COC
	Aluminum	COC
	Plastic	COC
70-6 GRATED LINE DRAINS		
70-6.01C	Grated line drains	COC + docu. & inspec. report
71-3.09 MACHINE SPIRAL WOUND PVC PIPELINERS		
71-3.09A(1)(c)	Reel of PVC strip	COC + report
72-16 GABIONS		
72-16.01C	Gabion basket	COC
	PVC coating	COC + identify
75-3 MISCELLANEOUS BRIDGE METAL		
75-3.01C(1)	Anchorage devices	COC
75-3.01C(2) BRIDGE DECK DRAINAGE SYSTEM		
75-3.01C(2)	Fiberglass pipe and fittings	COC
80-3 CHAIN LINK FENCES		
80-3.01C	Protective coating system	COC
	Posts and braces	COC + test results
81 MISCELLANEOUS TRAFFIC CONTROL DEVICES		
81-2 DELINEATORS		
81-2.01C	Metal target plates	COC
	Enamel coating	COC
81-3 PAVEMENT MARKERS		
81-3.01C	Pavement markers	COC
82 SIGNS AND MARKERS		
82-2 SIGN PANELS		
82-2.01C	Aluminum sheeting	COC
	Retroreflective sheeting	COC
	Screened-process colors	COC
	Nonreflective, opaque, black film	COC
	Protective overlay film	COC

* For those materials requiring additional information on or with the COC, see specification.

Local Assistance Procedures Manual

Exhibit 16-T1
Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
82-5 MARKERS		
82-5.01C	Metal target plates	COC
	Enamel coating	COC
	Retroreflective sheeting	COC
83-3 CONCRETE BARRIERS		
83-3.01C	Type 60K portable concrete barrier	COC or test reports
84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS		
84-2.01C	Thermoplastic	COC + autho., SDS & data sheet
	Paint	COC + autho., SDS & data sheet
	Glass beads	COC + autho., SDS & data sheet
	Thermoplastic primer	COC + test results
DIVISION X ELECTRICAL WORK		
86-1.01C(6)	Signal heads	COC + test data
	Visors	COC + test data
87-2 LIGHTING SYSTEMS		
87-2.01C	High mast lighting luminaires	COC + test data
90 CONCRETE		
90-1.01C(3)	Cementitious materials	COC + app. signature
	Blended cement	COC + app. signature
90-1.01C(4)	Admixture	COC + authorization
90-1.01C(5)	Curing compound	COC + test samples
90-2 MINOR CONCRETE		
90-2.01C	Minor concrete	COC + weighmaster cert
90-3 RAPID STRENGTH CONCRETE		
90-3.01C(3)	Aggregate	COC + certified weight
	Cementitious materials	COC + certified weight
	Admixtures	COC + certified weight
90-4 PRECAST CONCRETE		
90-4.01C(2) and 90-4.01D(2)(a)	Cementitious materials	COC + app. signature
	Precast members (each)	COC + app. signature
	Curing compound	COC + test samples
94 ASPHALTIC EMULSIONS		
94-1.01C	Asphaltic emulsion	COC + reports

* For those materials requiring additional information on or with the COC, see specification.

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Local Assistance Procedures Manual Exhibit 16-T1
Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
95 EPOXY		
95-1.01C	Epoxy	COC
96 GEOSYNTHETICS		
95-1.01C(1)	Geosynthetic	COC + test samples

* For those materials requiring additional information on or with the COC, see specification. Page 8 of 8
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Materials Requiring a Certificate of Compliance per Greenbook Specifications (LAPM Exhibit 16-T2)

Local Assistance Procedures Manual Exhibit 16-T2
Materials Requiring a Certificate of Compliance per the Greenbook

Greenbook 2018 Materials Requiring a Certificate of Compliance or Certified Test Reports

	Material	Section #	Section Title	Additional Comments
1		4-5	Certificate of Compliance	General Requirements
2	Weighing and Metering Equip.	4-7	Weighing and Metering Equipment	Engineer to "approve" prior to operation.
3	Cement	201-1.21	Cement	
4	Fly Ash	201-1.25.3	Fly Ash	Specific language/info required on the COC. Must also submit test data upon request.
5	Pozzolans	201-1.25.4	Class N Pozzolans	Specific language/info required on the COC. Must also submit test data upon request.
6	Joint Sealant , Type E	201-3.9	Test Report and Certification	Specific language/info required on certified test reports.
7	Curing Compound	201-4.3	Test Report and Certification	Must submit certified test report upon request.
8	Paving Asphalt	203-1.3	Test Report and Certification	Specific language/info required on certified test reports.
9	Liquid Asphalt	203-2.2	Test Report and Certification	Specific language/info required on certified test reports.
10	Microsurfacing Emulsion (MSE)	203-3.5	Certificate of Compliance	With each load. Must also submit test data upon request.
11	Latex	203-10.2.2	Latex	Specific language/info required on the COC.
12	Asphalt Rubber Hot Mix (ARHM)	203-11.2	Materials	Must also submit test reports with the COC.
13	Crumb Rubber Modifier (CRM)	203-11.2.3.1	General (Crumb Rubber Modifier)	Specific language/info required on the COC.
14	Treated Wood	204-2.4	Quality Control	Specific language/info required on the COC.
15	Structural Steel , Rivets, Bolts, Pins	205-1.1.2	Certification	Specific language/info required on certified test reports.
16	Gray Iron and Ductile Iron Castings	205-3.4.2.1	General (Tensile Testing)	Must also submit test reports with the COC.
17	Gray Cast Iron Castings	205-3.4.2.2	Gray Cast Iron Castings	Specific language/info required on the COC and must submit certified test results.
18	Ductile Iron Castings	205-3.4.2.3	Ductile Iron Castings	Specific language/info required on the COC and must submit certified test results.
19	Corrugated Steel Pipe, pipe arches.	207-11.2.1	General (Materials)	

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Exhibit 16-T2
Local Assistance Procedures Manual
Materials Requiring a Certificate of Compliance per the Greenbook

20	Structural Steel Products	207-12.2.1	General (Materials)	Specific language/info required on the COC.
21	Structural Aluminum Products	207-14.2.1	General (Materials)	Specific language/info required on the COC.
22	PVC Pipe	207-17.4.1	General (Test Requirements)	
23	PolyPropylene Pipe	207-25.5.1	General (Man. Facility Testing)	
24	Materials Used in Sewers	211-2	Chemical Resistance (Pickle Jar) Test	Specific language/info required on the COC.
25	Viscometer Calibration	211-4.2	Calibration	
26	Engineering Geosynthetics	213-1	General (Engineering Geosynthetics)	Specific language/info required on the COC.
27	Traffic Paint, Thermo and Markers	214-2	Test Reports And Cert. of Compliance	Specific language/info required on certified test reports OR COC
28	Precast Reinforced Concrete Box	216-8	Basis of Acceptance	
29	Fiberglass Standards	700-3.3.4	Fiberglass Standards	Specific language/info required on the COC and test reports.
30	Conductors for Series Circuits 5000V	700-4.2.2	Conductors for Series Circuits	
31	Conductors and Cable	700-5.3.1	General (Conductors and Cable)	
32	Lamp Receptacle Conductors	700-5.5.7	Electrical Components	COC Required if required information is not marked or the insulation.
33	LED Signal Modules	700-5.5.11.8	Certificate of Compliance	
34	LED Pedestrian Signal Module	700-5.6.6.7	Certificate of Compliance	

Page 2 of 2
January 2020

Exhibit 16-T1 & 16-T2 can both be downloaded at
<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

ATTACHMENT #6

(Appendix J of the QAP Manual)

Appendix J.1 - Example of a Vendor's Certificate of Compliance

No. 583408

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
VENDOR'S CERTIFICATE OF COMPLIANCE
MR-0543 (REV. 5/93) #CT-7541-6020-2

☐ PRECAST CONCRETE PRODUCTS OR ☒ SOUNDWALL
TO: BILL SYNDER
STATE-HIGHWAY ENGINEER
RESIDENT ENGINEER - CITY OF FLATLAND

We certify that the portland cement, chemical and mineral admixtures contained in the material described below are brands stated and comply with specifications for:

CONTRACT NUMBER: _____

CEMENT BRAND <u>XYZ CEMENT CO.</u>	MILL LOCATION <u>MIDLAND, CALIFORNIA</u>
TYPE <u>II MODIFIED</u>	

CHEMICAL ADMIXTURE

1. BRAND <u>ABC. ADMIXTURE</u>	MANUFACTURER <u>XYZ SUPPLIER</u>
TYPE <u>WATER REDUCER</u>	
2. BRAND	MANUFACTURER
TYPE	

☐ CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED

MINERAL ADMIXTURE

MANUFACTURER <u>POZZ. INC.</u>	CLASS <u>F</u>
☐ CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED	

DELIVERY DATE (Ready-Mix) 7/7/07 DATES OF FABRICATION (Precast) _____

LIST PRODUCTS TO WHICH CERTIFICATE APPLIES. (Show size and lin. ft. of pipe, etc., delivery slip numbers for ready-mix.)
Portland Cement
Flyash
Water Reducer

MANUFACTURER OF CONCRETE PRODUCTS
A.E.B. READY MIX
By: AUTHORIZED REPRESENTATIVE SIGNATURE
Joe Anderson

FM 93 1839 Original to Res. Eng. Retain Duplicate. OSP 01 55624

**Appendix J.2 - Example of a Certificate of Compliance for
Portland Cement (continued)**

This is to certify that the	
<u>Portland Cement</u>	
Supplied by ABC Cement Company complies with all requirements for Type II Portland Cement when tested in accordance with ASTM C - 494.	
<u>Local Agency Project No.</u> <u>HP21L – 5055 – 111</u>	<i>Albert Howakowa</i> Quality Assurance Engineer ABC Cement Company
Date: <u>07/07/07</u>	

ATTACHMENT #7

(Caltrans QAP Manual – Appendix K)

MATERIALS CERTIFICATE

*CITY LETTERHEAD
(Sample)*

Date: _____
Federal-Aid Project No.: _____
Project No.: _____

Subject: Materials Certification

This is to certify that:

The results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in conformity with the approved plans and specifications.

☐

Exceptions to the plans and specifications are explained on the back of this memorandum (or on attached sheet).

☐

No exceptions to the plans and specifications were found.

Signature of local agency engineer in responsible charge of
project and title

Distribution: (For all projects) 1) Local agency Project Files (original)
2) DLAE (1 copy in Report of Expenditures)
(For projects on the NHS) 3) FHWA (1 copy)

Appendix K (continued)

Attachments: Materials Exceptions (Acceptance Testing)

Type of Test	Description of Work	Total Tests Performed On the Project	Number of Failed Tests	Action Taken
Slump Test	Concrete Sidewalk	8	1	When the measured slump exceeded the maximum limit, the entire concrete load was rejected.
Sand Equivalent	Aggregate for Structural Concrete	10	1	The tested S.E. was 70 and the contract compliance specification was 71 minimum. However, the concrete 28-day compressive strength was 4800 psi. The concrete was considered adequate and no materials deductions were taken.
Compaction	Sub grade Material	12	1	One failed test was noted. The failed area was watered and reworked. When this was completed, a retest was performed. The retest was acceptable.
Compaction	Hot Mix Asphalt	12	1	One failed area was noted. It was reworked and retested. The second test met specifications.

Bill Sanders
Resident Engineer (Print Name)

Bill Sanders
Resident Engineer (Signature)

July 4, 2007
Date

ATTACHMENT #8

Map-21 Non-State Highway NHS

On October 1, 2012, Section 1104 of MAP-21 expanded the National Highway System (NHS) to include all existing Principal Arterials (i.e. Functional Classifications 1, 2 and 3) to the NHS. Per MAP-21, the NHS is composed of approximately 160,000 miles of rural and urban roads nationwide serving major population centers, international border crossings, intermodal transportation facilities, and major travel destinations. The following NHS excerpt are those under the City of Pomona jurisdiction which shall only comply with the QAP for Federal-Aid and NHS projects:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
ARROW HWY	.04M E/MIRAMONTE DR	MOUNTAIN AVE
AVENIDA RANCHEROS	MISSION BLVD	SANTA CLARA DR
EAST END AVE	GRAND AVE	MISSION BLVD
FAIRPLEX DR	HOLT AVE	MCKINLEY AVE
HOLT AVE	FAIRPLEX DR	SBD CO LN
MISSION BLVD	TEMPLE AVE	SBD CO LN
PHILADELPHIA ST	GAREY AVE	TOWNE AVE
RIO RANCHO RD	PHILLIPS RANCH RD	GAREY AVE
SANTA CLARA DR	AVENIDA RANCHEROS	VILLAGE LOOP RD
TEMPLE AVE	.29M W/SOUTH CAMPUS DR	MISSION BLVD
TOWNE AVE	.04M S/AMADOR ST	FOOTHILL BLVD (SHWY 66)
TOWNE AVE	RIVERSIDE DR	GROVE ST
VALLEY BLVD	.77M NE/GRAND AVE	FAIRPLEX DR
VILLAGE LOOP RD	SANTA CLARA DR	PHILLIPS RANCH RD



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

April 18, 2022

M-22-11

MEMORANDUM FOR HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Shalanda D. Young
Director

SUBJECT: Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws¹ and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency² shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”³

The Act affirms, consistent with Executive Order 14005, *Ensuring the Future Is Made in All of America by All of America’s Workers* (“the Executive Order”), this Administration’s priority to “use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States.”⁴

The Act provides statutory authorities for the Made in America Office (“MIAO”) in the Office of Management and Budget (“OMB”) to maximize and enforce compliance with Made in

¹ “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to Federal financial assistance awards or Federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States. Made in America Laws include laws requiring domestic preference for maritime transport, including the Merchant Marine Act of 1920 (Pub. L. No. 66-261), also known as the Jones Act. Exec. Order No. 14,005, 86 Fed. Reg. 7475, § 2(b) (Jan. 28, 2021), available at <https://www.federalregister.gov/documents/2021/01/28/2021-02038/ensuring-the-future-is-made-in-all-of-america-by-all-of-americas-workers>. Made in America Laws also include laws that give preference to Indian-owned and -controlled businesses, such as the Buy Indian Act (25 U.S.C. 47), that produce items in the United States.

² For the purposes of this guidance, the terms “Federal agency” and “agency” mean any authority of the United States that is an “agency” (as defined in section 3502 of title 44, United States Code), other than an independent regulatory agency (as defined in that section). IIJA, § 70912(3).

³ IIJA, § 70914(a).

⁴ Exec. Order No. 14,005 (see footnote 1).

America Laws.⁵ MIAO aims to increase reliance on domestic supply chains and reduce the need for waivers through a strategic process aimed at: achieving consistency across agencies; gathering data to support decision-making to make U.S. supply chains more resilient; bringing increased transparency to waivers in order to send clear demand signals to domestic producers; and concentrating efforts on changes that will have the greatest impact.⁶

This memorandum provides implementation guidance to Federal agencies on the application of: (1) a “Buy America” preference⁷ to Federal financial assistance programs for infrastructure; and (2) a transparent process to waive such a preference, when necessary. A Federal financial assistance program for infrastructure is any program under which an award may be issued for an infrastructure project, regardless of whether infrastructure is the primary purpose of the award. The term “project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.⁸

Agencies should determine how this guidance is best applied to their infrastructure programs and processes, and consult with OMB, as needed, on establishing criteria, processes, and procedures for applying a Buy America preference and issuing waivers. OMB may update or provide additional guidance, as appropriate, to further assist agencies in the implementation of a Buy America preference.

I. Application of a Buy America Preference

By May 14, 2022, agencies must ensure that all applicable programs comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project.⁹ The Act requires the following Buy America preference:

- (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 used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent 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.

⁵ IIJA, § 70923(a) & (b)(1).

⁶ OMB Memorandum M-21-26, Increasing Opportunities for Domestic Sourcing and Reducing the Need for Waivers from Made in America Laws available at: <https://www.whitehouse.gov/wp-content/uploads/2020/11/M-21-06.pdf>

⁷ For the purposes of this guidance, a “Buy America” preference is a domestic content procurement preference as defined in IIJA, § 70912(2).

⁸ IIJA, § 70912 (5) & (7).

⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

- (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.^{10, 11}

II. Applicability to Federal Financial Assistance Programs

This guidance applies to all Federal financial assistance as defined in section 200.1 of title 2, Code of Federal Regulations¹²—whether or not funded through IIJA—where funds are appropriated or otherwise made available and used for a project for infrastructure. Federal financial assistance means assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions or donations of property, direct assistance, loans, loan guarantees, and other types of financial assistance. The term “non-Federal entity” includes States, local governments, territories, Indian tribes, Institutions of Higher Education (IHE), and nonprofit organizations.¹³

For purposes of this guidance, for-profit organizations are not considered non-Federal entities. However, this guidance does not alter independent statutory authorities that agencies may have to include domestic content requirements in awards of Federal financial assistance issued to for-profit organizations.

Federal agencies are encouraged to consult with OMB if they are uncertain about the applicability of this guidance to any particular infrastructure program.

Before applying a Buy America preference to a covered program that will affect Tribal communities, Federal agencies should follow the consultation policies established through Executive Order 13175, *Consultation and Coordination with Indian Tribal Governments*, and consistent with policies set forth in the Presidential Memorandum of January 26, 2021, on Tribal Consultation and Strengthening Nation-Nation Relationships. Federal agencies should commence consultation promptly.

This guidance does not apply to “expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 16 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.”¹⁴ “[P]re and post disaster or emergency response expenditures” consist of expenditures for financial assistance that are (1) authorized by statutes other than the Stafford Act, 42 U.S.C. §§ 5121 et seq., and (2) made in anticipation of or response to an event or events that qualify as an “emergency” or “major disaster” within the meaning of the Stafford Act, *id.* § 5122(1), (2). Awards made to support the construction or improvement of infrastructure to mitigate the damage that may be caused by a non-imminent future emergency or disaster, such as awards

¹⁰ IIJA, § 70912 (2) & (6)(B)(ii).

¹¹ See Section VIII. of this guidance for more information on construction materials.

¹² IIJA § 70912(4)(A)

¹³ See 2 C.F.R. § 200.1.

¹⁴ IIJA § 70912(4)(B)

made under FEMA's Flood Mitigation Assistance program,¹⁵ do not qualify as "pre and post disaster or emergency response expenditures."

Subawards should conform to the terms and conditions of the Federal award from which they flow.¹⁶

The IJA's definition of "infrastructure" encompasses public infrastructure projects. Thus, the term "infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property.¹⁷ Agencies should treat structures, facilities, and equipment that generate, transport, and distribute energy - including electric vehicle (EV) charging - as infrastructure.

When determining if a program has infrastructure expenditures, Federal agencies should interpret the term "infrastructure" broadly and consider the definition provided above as illustrative and not exhaustive. When determining if a particular construction project of a type not listed in the definition above constitutes "infrastructure," agencies should consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public. Projects with the former qualities have greater indicia of infrastructure, while projects with the latter quality have fewer. Projects consisting solely of the purchase, construction, or improvement of a private home for personal use, for example, would not constitute an infrastructure project. Federal agencies are strongly encouraged to consult with OMB when making such determinations.

Agencies should consult with MIAO regarding their readiness to apply the requirements of the Act to covered programs. Agencies with questions regarding the application of a Buy America preference to agency-specific programs, including questions about the possible use of waivers during adjustment periods as agencies work to implement the Act, are advised to reach out to MIAO for technical assistance and advice.

III. Consistency with International Agreements

Pursuant to section 70914(e) of the Act, this guidance must be applied in a manner consistent with the obligations of the United States under international agreements.

IV. Avoid Unnecessary Disruption

The Act makes clear that its preferences apply to a Federal financial assistance program for infrastructure only to the extent that a domestic content procurement preference as described

¹⁵ See 42 U.S.C. § 4104c.

¹⁶ 2 CFR 200.101 (b) (2)

¹⁷ IJA, § 70912(5).

in section 70914 of the Act does not already apply to iron, steel, manufactured products, and construction materials.¹⁸ Agencies should consider whether existing domestic content requirements meet the standards in the Act, as described in this memorandum. Agencies must make necessary changes to come into compliance with the Act's requirements, while preserving policies and provisions that already meet or exceed the standards required by the Act. For example, a program in which the standards for iron and steel already meet the standards in the Act may nevertheless be required to adopt new standards for manufactured products and construction materials. Maintaining current policies where appropriate avoids unnecessary disruption to programs, or elements of programs, that already meet or exceed Build America, Buy America requirements.

V. Effective Date for Awards

Agencies must ensure that, starting on May 14, 2022, all Federal financial assistance programs for infrastructure comply with the requirements of section 70914 of the Act. Therefore, new awards made on or after May 14, 2022, must take appropriate steps to ensure financial assistance awards comply with these requirements, which may include appropriate terms and conditions¹⁹ incorporating a Buy America preference. Renewal awards and amendments obligating additional funds to existing awards that are executed on or after May 14, 2022, must also include a Buy America preference. This means that agencies must include a Buy America preference in awards issued on or after May 14, 2022, even if Notices of Funding Opportunities for those awards did not include a Buy America preference. In these cases, agencies may consider whether public interest waivers may be needed to avoid undue increases in the time and cost of a project. Similarly, public interest waivers may be needed for awards and amendments made on or after May 14, 2022, where budgets for purchase of covered materials have already been agreed upon (including if materials have been ordered and construction has begun). Consistent with the guidance provided below, agencies should issue waivers judiciously and clearly communicate to recipients the limitations and conditions of any such waivers.

VI. Articles, Materials, and Supplies for Infrastructure

A Buy America preference, as defined in section I of this guidance, only applies to the iron and steel, manufactured products, and construction materials used for the infrastructure project under an award. If an agency has determined that no funds from a particular award under a covered program will be used for infrastructure, a Buy America preference does not apply to that award. Similarly, for a covered program, a Buy America preference does not apply to non-infrastructure spending under an award that also includes a covered project. A Buy America preference applies to *an entire infrastructure project*, even if it is funded by both Federal and non-Federal funds under one or more awards.

A Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply

¹⁸ ILJA, § 70917(a) & (b).

¹⁹ See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for exemplary language.

to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of or permanently affixed to the structure.

For the purposes of this guidance, an article, material, or supply should only be classified into *one* of the following categories: (1) iron or steel; (2) a manufactured product; or (3) a construction material. For ease of administration, an article, material, or supply should not be considered to fall into multiple categories. Agencies should apply the iron and steel test to items that are predominantly iron or steel, unless another standard applies under law or regulation.

Any waivers from these requirements must be in writing and meet the requirements of section 70914(b).

VII. Issuing Buy America Waivers

Pursuant to Section 70914(c) of the Act, the head of a Federal agency may waive the application of a Buy America preference under an infrastructure program in any case in which the head of the Federal agency finds that—

- (1) applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- (2) types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

Federal agencies are responsible for processing and approving all waivers, including waivers requested by recipients and on behalf of subrecipients. To the greatest extent practicable, waivers should be targeted to specific products and projects.²⁰

Before issuing a waiver, the head of the Federal agency must make publicly available on the agency’s website a detailed written explanation for the proposed determination to issue the waiver and provide at least 15 days for public comment on the proposed waiver.²¹ General applicability waivers are subject to a minimum 30-day public comment period.²² By April 29, 2022, agencies should provide the website address where they will be posting proposed waivers for public comment to MBX.OMB.MadeInAmerica@omb.eop.gov. Pursuant to sections 70914(c) and 70937 of the Act, the waiver must be cross-posted to a centralized waiver transparency website managed by GSA, [BuyAmerican.gov](https://www.buyamerican.gov),²³ no later than November 15, 2022.

²⁰ See Section VII of this guidance for information on waiver principles and criteria.

²¹ Executive Order, § 4(b)(i)(2); IIJA, § 70914(c); IIJA, § 70937 (note that “Buy American” as used in this section also refers to Buy America preferences, per IIJA, § 70932(1)).

²² IIJA § 70914(d)(2)(A)(ii). See Section VII of this guidance for information on general applicability waivers.

²³ [Buy American.gov](https://www.buyamerican.gov) redirects to [MadeInAmerica.gov](https://www.madeinamerica.gov)

To minimize duplication and promote efficiency, MIAO and GSA will coordinate with agencies on the expansion of the existing website's functionality to display waivers for Federal financial assistance and provide further instructions to agencies as necessary.

Federal agencies are responsible for performing due diligence and approving or rejecting waivers consistent with the Act, this guidance, and any other applicable Buy America laws. Federal agencies should notify MIAO in advance of posting an award- or project-level proposed waiver for public comment. However, Federal agencies must consult with MIAO for proposed waivers with broader applicability (such as a general applicability waiver) before posting them for public comment. The purpose of the consultation is to identify any opportunities to structure the waiver in order to maximize the use of goods, products, and materials produced in the United States to the greatest extent possible consistent with law. Federal agencies should send proposed waivers for review to MBX.OMB.MIAwaivers@omb.eop.gov.

Federal agencies must submit to MIAO a proposed waiver for review after the public comment period has concluded. MIAO will review the proposed waiver to determine if it is consistent with applicable law and policy,²⁴ and will notify the Federal agency of its determination.

All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States²⁵ and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.²⁶ In addition, at a minimum and to the greatest extent practicable, each proposed waiver submitted to MIAO should include the following information, as applicable:

- Waiver type (nonavailability, unreasonable cost, or public interest)
- Recipient name and Unique Entity Identifier (UEI)
- Federal awarding agency organizational information (e.g., Common Government-wide Accounting Classification (CGAC) Agency Code)
- Financial assistance listing name and number
- Federal financial assistance program name
- Federal Award Identification Number (FAIN) (if available)
- Federal financial assistance funding amount
- Total cost of infrastructure expenditures, including all Federal and non-Federal funds (to the extent known)
- Infrastructure project description and location (to the extent known)
- List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), and relevant PSC and NAICS code for each.
- A certification that the Federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

²⁴ Executive Order, § 4(c).

²⁵ IIJA, § 70937(c)(2)(A).

²⁶ IIJA, § 70937(c)(2)(D).

- A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach), by the Federal awarding agency and, and in the case of a project or award specific waiver, by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
- Anticipated impact if no waiver is issued.
- Any relevant comments received through the public comment period.

The purpose of the information is to ensure that the agency has adequate information to perform due diligence, that MIAO has sufficient information to determine whether the proposed waiver is consistent with law and policy, and that sufficient information is available for public review. Information provided for public review should help interested manufacturers gauge the demand for products for which agencies are considering waiving a Buy America preference.

To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project should be considered the “Cognizant Agency for Made in America” and should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

a. Exceptions for Unforeseen and Exigent Circumstances

In limited situations where there is an urgent need in an unforeseen and exigent circumstance, agencies have the authority to waive the application of Buy America preferences without submitting the waiver for public comment and MIAO determination.²⁷ As an exception to the public transparency requirements of the Act, agencies should exercise that authority only when necessary. Further, to ensure MIAO can fulfill its role as a central and transparent source of Made in America waivers, an agency that issues a waiver without first seeking public comment and MIAO approval must, within 30 days of the waiver’s issuance, submit a report to MIAO explaining its reliance upon the “unforeseen and exigent circumstance” exception.²⁸ MIAO will provide further instructions to agencies on how to submit those reports. Although public posting and MIAO review may be waived in exigent circumstances, agencies remain responsible for performing due diligence appropriate to the circumstances, consistent with the principles and criteria in paragraphs VII(b) and (c) below.

²⁷ IIJA, § 70937(b)(2).

²⁸ This reporting process was established pursuant to Executive Order 14,005, § 4(d) and OMB Guidance on Improving the Transparency of Made in America Waivers available at: <https://www.whitehouse.gov/wp-content/uploads/2021/10/Guidance-Memo-Improving-the-Transparency-of-Made-in-America-Waivers.pdf>

b. Waiver Principles and Criteria

To ensure they are scrupulously monitoring, enforcing, and complying with applicable Buy America Laws and minimizing the use of waivers,²⁹ agencies must apply standard criteria to determine whether to grant a waiver in a given circumstance. Agencies with existing criteria must review it for consistency with this guidance and update it as appropriate. All other agencies must establish criteria.

Agencies may reject or grant waivers in whole or in part. To the greatest extent practicable, waivers should be issued at the project level and be product-specific. Overly broad waivers undermine market signals designed to boost domestic supply chains, particularly for key articles, materials and supplies in critical supply chains (i.e., critical supply chains identified in Executive Order 14017, *America's Supply Chains*). When necessary, agencies may consider issuing a waiver that has applicability beyond a single project; however, agencies should always issue, construe, and apply waivers to ensure the maximum utilization of goods, products, and materials produced in the United States, consistent with applicable law. Federal agencies may consult with MIAO when establishing or modifying criteria for granting waivers. They may also work within the Made in America Council, a practice that will help to foster consistency across agencies to the greatest extent practical and appropriate, given agency and program missions.

Federal agencies should use the following principles before issuing a waiver of any type:

- **Time-limited:** In certain limited circumstances, a Federal agency may determine that a waiver should be constrained principally by a length of time, rather than by the specific projects to which it applies. Waivers of this type may be appropriate, for example, when an item that is “nonavailable” is widely used in projects funded by a particular program’s awards. When issuing such a waiver, the agency should identify a short, definite time frame (e.g., no more than one to two years) designed to ensure that, as domestic supply becomes available, domestic producers will have prompt access to the market created by the program.
- **Targeted:** Waivers that are not limited to particular projects should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) necessary. Waivers that are overly broad will tend to undermine domestic preference policies. Broader waivers will receive greater scrutiny from MIAO.
- **Conditional:** Federal agencies are encouraged to issue waivers with specific conditions that support the policies of the Act and the Executive Order.

These principles and criteria should be viewed as minimum requirements for the use of waivers by Federal agencies.³⁰

Nonavailability Waivers

Before granting a nonavailability waiver, agencies should consider whether the recipient has performed thorough market research, which may be accomplished with assistance from the agency, and adequately considered, where appropriate, qualifying alternate items, products, or

²⁹ ILJA § 70933(2).

³⁰ See Section IV. of this guidance for agencies that have existing regulations or guidance.

materials. Waivers should describe the market research activities and methods to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources. Agencies are encouraged to engage with the Made in America Council to develop resource lists for common items, goods, or materials.

Unreasonable Cost Waivers

An unreasonable cost waiver is available if the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. Before granting an unreasonable-cost waiver, to the extent permitted by law, agencies should ensure the recipient has provided adequate documentation that no domestic alternatives are available within this cost parameter. Agencies may assist recipients in gathering documentation.

For requests citing unreasonable cost as the statutory basis of the waiver, the waiver justification must include, as applicable, a comparison of the cost of the domestic product to the cost of the foreign product or a comparison of the overall cost of the project with domestic products to the overall cost of the project with foreign-origin products, pursuant to the requirements of the applicable Made in America law.³¹ Publicly available cost comparison data may be provided in lieu of proprietary pricing information.³² Unreasonable-cost waivers should be no broader than necessary.

Public Interest Waivers

A waiver in the public interest may be appropriate where an agency determines that other important policy goals cannot be achieved consistent with the Buy America requirements established by the Act and the proposed waiver would not meet the requirements for a nonavailability or unreasonable cost waiver. Such waivers shall be used judiciously and construed to ensure the maximum utilization of goods, products, and materials produced in the United States.³³ To the extent permitted by law, determination of public interest waivers shall be made by the head of the agency with the authority over the Federal financial assistance award.³⁴

Public interest waivers may have a variety of bases. As with other waivers, they should be project-specific whenever possible, as what is in the public interest may vary depending upon the circumstances of the project, recipient, and specific items, products, or materials in question.

Federal agencies may wish to consider issuing a limited number of general applicability public interest waivers in the interest of efficiency and to ease burdens for recipients. The agency remains responsible for determining whether such a waiver is appropriate to apply to any

³¹ IIJA, § 70937(c)(2)(B).

³² IIJA, § 70937(c)(2)(B).

³³ IIJA, § 70935(a).

³⁴ IIJA, § 70935(b).

given project; the Made in America Office will not review each application of such a waiver. The following are examples of types of public interest waivers an agency may consider issuing.³⁵

- **De Minimis:** Ease of administration is important to reduce burden for recipients and agencies. Federal agencies may consider whether a general applicability public interest waiver should apply to infrastructure project purchases below a de minimis threshold. An agency may consider whether a public interest waiver should apply when necessary to ensure that recipients and Federal agencies make efficient use of limited resources, especially if the cost of processing the individualized waiver(s) would risk exceeding the value of the items waived. Agencies may consider adopting an agency-wide public interest waiver that sets a de minimis threshold, for example, of 5 percent of project costs up to a maximum of \$1,000,000.
- **Small Grants:** Agencies may wish to consider whether it is in the public interest to waive application of a Buy America preference to awards below the Simplified Acquisition Threshold. This type of waiver may be particularly relevant in the initial years after enactment of IIJA, and may be phased out over time as agencies develop efficient waiver review capabilities.
- **Minor Components:** Agencies may wish to consider whether it is in the public interest to allow minor deviations for miscellaneous minor components within iron and steel products. A minor components waiver in the public interest may allow non-domestically produced miscellaneous minor components comprising no more than 5 percent of the total material cost of an otherwise domestically produced iron and steel product to be used. It would not be in the public interest to use a minor components waiver to exempt a whole product from the iron and steel requirements, or to allow the primary iron or steel components of the product to be produced other than domestically.
- **Adjustment Period:** Agencies should consider whether brief, time limited waivers to allow recipients and agencies to transition to new rules and processes may be in the public interest.
- **International Trade Obligations:** If a recipient is a State that has assumed procurement obligations pursuant to the Government Procurement Agreement or any other trade agreement, a waiver of a Made in America condition to ensure compliance with such obligations may be in the public interest.
- **Other Considerations:** A waiver may be in the public interest in one circumstance, but not in another, and considerations will depend upon the nature and amount of resources available to the recipient, the value of the items, goods, or materials in question, the potential domestic job impacts, and other policy considerations, including sustainability, equity, accessibility, performance standards, and the domestic content (if any) of and conditions under which the non-qualifying good was produced.

All proposed waivers citing the public interest as the statutory basis must include a detailed written statement, which shall address all appropriate factors, such as potential

³⁵ The list is not exhaustive and no agency is required to issue the types of waivers noted as examples. As with other general applicability waivers, generally applicable public interest waivers must be reviewed at least every five years and more often as appropriate.

obligations under international agreements, justifying why the requested waiver is in the public interest.³⁶

Before granting a waiver in the public interest, to the extent permitted by law, agencies shall assess whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products.³⁷ Agencies may consult with the International Trade Administration (ITA) in making this assessment if the granting agency deems such consultation to be helpful. The agency shall integrate any findings from the assessment into its waiver determination as appropriate.³⁸ MIAO will work with ITA and agencies to develop standard processes to expedite this required assessment, such as by ensuring agencies know how to easily access lists of dumped or injuriously subsidized products.

c. General Applicability Waivers

The term “general applicability waiver” refers to a waiver that applies generally across multiple awards. A general applicability waiver can be “product-specific” (e.g., applies only to a product or category of products) or “non-product specific” (e.g., applies to all “manufactured products”).

General applicability waivers should be issued only when necessary to advance an agency’s missions and goals, consistent with IJA, the Executive Order, and this guidance. For example, an agency might issue a general waiver for a product for which there are well-established domestic sourcing challenges. General applicability waivers will require appropriate justification from the Federal agency.

Federal agencies with one or more existing general applicability waivers, including public interest waivers, must review such waivers within five years of the date on which the waiver was issued. Agencies issuing new general applicability waivers must review such waivers at least every five years from the date of issuance. Agencies are encouraged to review general applicability waivers more frequently, when appropriate. In conducting a review of any general applicability waiver, the head of a Federal agency shall—

(A) publish in the *Federal Register* a notice that—

- (i) describes the justification for a general applicability waiver; and
- (ii) requests public comments for a period of not less than 30 days on the continued need for a general applicability waiver; and

(B) publish in the *Federal Register* a determination on whether to continue or discontinue the general applicability waiver, considering the comments received in response to the notice published under paragraph (A).³⁹

³⁶ IJA, § 70937(c)(2)(C).

³⁷ Executive Order, § 5.

³⁸ Executive Order, § 5.

³⁹ IJA, § 70914(d)(1) & (2).

For a period of five years beginning on the date of enactment of the Act, paragraphs (A) and (B) above shall not apply to any product-specific general applicability waiver that was issued more than 180 days before November 15, 2021.⁴⁰

By no later than November 15, 2022, agencies with existing, non-product specific general applicability waivers that were issued more than five years before November 15, 2021 should promptly commence review of each such waiver by publishing a *Federal Register* notice as required in section 70914(d)(2)(A) of the IIJA. Should the review justify retaining the waiver, agencies should consider narrowing the waiver in a manner that would support supply chain resilience and boost incentives to manufacture key products domestically, as appropriate.

To ensure prompt commencement of projects funded by IIJA, MIAO plans to work with agencies to expedite consideration of general applicability waivers for products or categories of products for which domestic sourcing challenges have been well documented. Agencies should align such waivers with complementary policies, such as work to boost supply chain resiliency and domestic employment. General applicability waivers should include appropriate expiration dates designed to ensure that, once available, Buy America qualifying products receive appropriate consideration.

VIII. Preliminary Guidance for Construction Materials

For construction materials, the Act requires that, not later than 180 days after November 15, 2021, OMB must issue standards that define the term “all manufacturing processes” in the case of construction materials. These standards must require that each manufacturing process required for the manufacture of the construction material and the inputs of the construction material occurs in the United States. They must also reflect efforts to maximize the direct and indirect jobs benefited or created in the production of the construction material.⁴¹

Although the deadline to issue such guidance has not yet passed, OMB is providing preliminary and non-binding guidance to assist agencies in determining which materials are construction materials so that agencies can begin applying Buy America requirements to those materials. This preliminary guidance addresses the requirements as set forth in section 70915(b) of the IIJA while providing sufficient time for OMB to receive additional stakeholder input.

The IIJA finds that “construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴²—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);

⁴⁰ IIJA, § 70914(d)(3).

⁴¹ IIJA, § 70915(b).

⁴² IIJA, § 70917(c)(1).

- lumber; or
- drywall.⁴³

To provide clarity to item, product, and material manufacturers and processors, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

Pending OMB's issuance of final standards on construction materials, and absent any existing applicable standard in law or regulation that meets or exceeds these preliminary standards, agencies should consider "all manufacturing processes" for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material. OMB is seeking additional stakeholder input before issuing further guidance identifying initial manufacturing processes for construction materials that should be considered as part of "all manufacturing processes."

Agencies should consult with MIAO, as needed, to ensure that any waiver issued for construction materials is explicitly targeted and time-limited, in order to send a clear market signal that additional standards for "all manufacturing processes" in the case of construction materials will be forthcoming.

⁴³ See IIJA, § 70911(5).

Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Where applicable, the Federal agency must include appropriate terms and conditions in all awards, in accordance with applicable legal requirements and its established procedures, in order to effectuate the requirements of the Act and this guidance. The following is sample language.

To achieve the greatest possible consistency across agencies and programs, agencies should send their proposed terms and conditions to MIAO for review prior to incorporating them into applicable awards. Agencies should begin including appropriate language in NOFOs published *before* May 14, 2022 to provide applicants fair notice of the Buy America conditions that will apply to funds obligated on or after that date.

**** ** ****

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (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 used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent 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; and
- (3) all construction materials⁴⁴ are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

⁴⁴ Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [\[link to awarding agency web site with information on currently applicable general applicability waivers\]](#).

Definitions⁴⁵

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴⁶—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

⁴⁵ Federal agencies may choose to provide definitions on a public-facing website and reference that website in the terms and conditions, rather than including all definitions in the terms and conditions itself. If an agency chooses to do provide definitions on a public-facing website, it is not considered a deviation from the terms and conditions provided and does not need to be reviewed by OMB.

⁴⁶ IJA, § 70917(c)(1).

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

APPENDIX H

EXISTING PAVEMENT CONDITIONS (GEOTECHNICAL)



1. INTRODUCTION

This report presents the results of a Geotechnical Pavement Engineering Investigation performed by Geo-Advantec, Inc. (GAI) for the proposed Future Street Rehabilitation Project at Lexington Avenue (Ave) between White Ave and Towne Ave in Pomona, California. This geotechnical and pavement investigation was performed to evaluate the existing pavement section thicknesses, subgrade soil conditions, and general pavement distresses for the roadway segment within the project. This report includes our findings from the exploratory work and provides recommendations for the design and construction of the proposed roadway pavements and rehabilitation from a geotechnical and pavement engineering standpoint.

The recommendations provided within this report are based on the results of our field exploration, laboratory testing, engineering analyses, and our experience with similar projects. Our services were performed in general accordance with our Proposal No. 24-1262, dated October 21, 2024.

Our professional services have been performed using the degree of care and skill ordinarily exercised, under similar circumstances, by reputable geotechnical consultants practicing in this or similar localities. No other warranty, expressed or implied, is made as to the professional advice included in this report. This report has been prepared for the RKA Consulting Group ("the Client") and the City of Pomona ("the City") for the subject project. The report has not been prepared for use by other parties and may not contain sufficient information for other parties or the purposes of other uses. The Geotechnical Engineer of Record (GEOR) should be allowed to review the plans for the proposed developments and perform such additional geotechnical analyses as may be required to confirm the applicability of the recommendations contained in this report to the final design.

2. PROPOSED DEVELOPMENTS

As GAI understands, the City intends to rehabilitate the pavement along Lexington Ave between White Ave (west project limit) and Towne Ave (east project limit). This segment of Lexington Ave is approximately 5,300 feet in length and has a west-east alignment. Lexington Ave is mainly one traffic lane in each direction with a parking lane, right turn pockets, and middle-left turn pockets. Between White Avenue and Garey Avenue, the roadway also includes a dedicated bike lane in both directions. Lexington Ave is a collector roadway that is traversed by passenger vehicles. A vicinity map is shown in Figure A-1.

Our understanding of the proposed developments is based on the information provided by the City, and it is the basis for the geotechnical recommendations provided in this report.

3. SCOPE OF SERVICES

To perform a thorough investigation and provide the most appropriate rehabilitation alternatives, GAI conducted the following scope of services:



- Performed a site reconnaissance, evaluated the general conditions of the existing pavement, and marked the proposed core locations for the purpose of underground utility clearance.
- Coordinated the field operations with the City.
- Conducted twenty small-diameter cores using a concrete coring machine.
- Measured the thicknesses of the asphalt concrete and aggregate base sections of each core at the core locations.
- Determined the presence of pavement fabric within each core.
- Collected disturbed/bulk samples of the encountered asphalt concrete, aggregate base, and subgrade materials.
- Performed laboratory testing on selected soil samples obtained from the field exploration.
- Reviewed the field data and laboratory test results and performed engineering analyses.
- Prepared a final geotechnical pavement engineering report, which includes our findings and recommendations for the design and construction of the proposed roadway pavements and rehabilitation from a geotechnical and pavement point of view.

4. FIELD EXPLORATORY WORKS

GAI conducted the field exploratory program from July 24, 2025, to July 25, 2025, and it consisted of performing a total of 20 small-diameter cores. At each location, the Asphalt Concrete (AC) was cored through, and the base materials were dug through to reach the subgrade soils. The thicknesses of the pavement structural sections (e.g., AC and aggregate base layers) were measured. AC cores, zip bags of base samples, and bulk samples of the subgrade soils were collected from each core location. For Core C-10, the subgrade was not reached due to the presence of a concrete slab beneath the pavement structural section at the cored location.

The existence of pavement fabric interlayers was also investigated, and they were encountered in the cores along Lexington Ave from White Ave to Park Ave, specifically Cores C-1 to C-5.

Table 4.1 summarizes the measurements of the existing pavement sections of each core along with the classification of the subgrade material at each core location. Aerial photos for the roadway segments along Lexington Ave within the project limits (i.e., White Ave to Towne Ave) have been used as the base maps to depict the locations of the cores performed for this investigation and are shown in Figure A-2a to Figure A-2c.

Table 4.1. Field Exploration Summary on Lexington Ave

Core ID	Cross-Roadways Adjacent to Core		Lane ^a	Pavement Section Thickness ^b	Subgrade Soil ^c
C-1	White Ave	Howsler Pl	EB	2" AC / PF / 4¾" AC / 6" CAB	CL-ML
C-2	White Ave	Howsler Pl	EB-LTP	2" AC / PF / 3½" AC / 9" Base	CL
C-3	Howsler Pl	Park Ave	WB	2¼" AC / PF / 3" AC / 6¼" Base	CL

**Table 4.1. Field Exploration Summary on Lexington Ave**

Core ID	Cross-Roadways Adjacent to Core		Lane ^a	Pavement Section Thickness ^b	Subgrade Soil ^c
C-4	Howler Pl	Park Ave	EB	2" AC / PF / 6" AC / 5" CAB	SM
C-5	Howler Pl	Park Ave	EB-LTP	2½" AC / PF / 3½" AC / 9½" Base	CL-ML
C-6	Park Ave	Baudin St	WB	6¾" AC / 6" CAB	SM
C-7	Baudin St	Garey Ave	EB	7½" AC / 8" CAB	SM
C-8	Baudin St	Garey Ave	WB	8¼" AC / 6¾" CAB	CL-ML
C-9	Baudin St	Garey Ave	WB	7" AC / 6" CAB	SM
C-10	Baudin St	Garey Ave	EB	7¾" AC / 24" Base/ Conc. ^d	-- ^d
C-11	Garey Ave	Harwood Dr	EB	4¼" AC / 4¾" CAB	SM
C-12	Garey Ave	Harwood Dr	WB	3¾" AC / 6" CAB	SM
C-13	Garey Ave	Harwood Dr	EB	4½" AC / 4" CAB	SM
C-14	Garey Ave	Harwood Dr	WB	4" AC / 5" Base	SM
C-15	Garey Ave	Harwood Dr	EB	4" AC / 8" Base	SW-SM w/ G
C-16	Garey Ave	Harwood Dr	WB	3¾" AC / 6" Base	SM
C-17	Garey Ave	Harwood Dr	EB	4" AC / 6" Base	SW-SM
C-18	Garey Ave	Harwood Dr	WB	3¾" AC / 6" Base	SM
C-19	Harwood Dr	Towne Ave	EB	3¼" AC / 4¾" Base	SM
C-20	Harwood Dr	Towne Ave	WB	3½" AC / 5" Base	SM

Abbreviations – AC: Asphalt Concrete. Ave: Avenue. CAB: Crushed Aggregate Base. Dr: Drive. EB: Eastbound. LTP: Left turn pocket. PF: Pavement Fabric. Pl: Place. St: Street. WB: Westbound.

^a The roadway is one traffic lane in each direction with a parking lane, and a bike lane in each direction from White Ave to Garey Ave.

^b Pavement sections are listed in the order of uppermost to bottommost layer. Base: the unspecified base material, as indicated by the gradation test results, conforms to the criteria of Crushed Miscellaneous Base (CMB) in accordance with Table 200-2.4.2 in Section 200-2.4.2 of the *Standard Specifications for Public Works Construction* (SSPWC) by Building News (2021).

^c Based on the Unified Soil Classification System (USCS): CL: Sandy Clay. CL-ML: Sandy Silty Clay. SM: Silty Sand. SW-SM Well-graded Sand with Silt. SW-SM w/ G: Well-graded Sand with Silt and Gravel.

^d The concrete slab layer below the base layer was not completely cored through, and the subgrade layer was not reached at these locations. The concrete slab thickness and the subgrade soil could not be determined.

The surface material encountered during our field exploratory works within the project limit was AC over base over subgrade. The thickness of the AC varied by segment is shown in Figure A-2a to Figure A-2c.:

- From **White Ave** to **Park Ave**, the thickness of AC ranged from 5¼ to 8 inches, with pavement fabric interlayers at 2 to 2¾ inches below the pavement surface.
- From **Park Ave** to **Garey Ave**, the thickness of AC ranged from 6¾ to 8¼ inches.
- From **Garey Ave** to **Towne Ave**, the thickness of AC ranged from 3¼ to 4½ inches.



The base encountered in Cores C-1, C-4, C-6, C-7, C-8, C-9, C-11, C-12, and C-13 consisted of Crushed Aggregate Base (CAB), whereas the remaining cores consisted of unspecified base material, as indicated by the gradation test results, conforms to the criteria of Crushed Miscellaneous Base (CMB) in accordance with Table 200-2.4.2 in Section 200-2.4.2 of the *Standard Specifications for Public Works Construction* (SSPWC) by Building News (2021) over subgrade. Core C-10 encountered a concrete slab beneath the base material. However, the thickness of the concrete slab and the underlying subgrade soil could not be determined.

5. EXISTING PAVEMENT CONDITIONS

GAI engineers visited the site, performed site reconnaissance, and evaluated the intensity of pavement defects and distress through visual observations. The entire length of the project was observed, and different types of distress for each segment were recorded. Table 5.1 summarizes the results of our observations and provides a general idea about the dominant failures and intensity of distresses that were observed in each roadway segment.

Table 5.1. Observational Assessment of the Pavement Conditions along Lexington Ave

From	To	Lane Position	Alligator Cracks ^a	Block Cracks	Longitudinal Cracks	Transverse Cracks	Rutting	Shoving	Depression	Distortion	Raveling	Weathering	Patching	Pothole
White Ave Intersection		EB	-		x							x		
		WB	-	x	x							x		
White Ave	Howsler Pl	EB	4	x	x	x					x	x	x	x
		EB-Shoulder	3		x	x						x		
		EB-LTP	3			x						x		
		WB	4	x	x	x					x	x		x
		WB-Shoulder	1		x	x						x		
Howsler Pl	Park Ave	EB	4	x	x	x	x				x	x	x	
		EB-Shoulder	2	x	x							x		
		WB	4	x	x	x					x	x	x	x
		WB-Shoulder	2		x	x						x		
Park Ave Intersection		EB	2	x	x	x								
		WB	2	x	x									
Park Ave	Baudin St	EB	2	x	x	x						x		
		EB-Shoulder	2			x						x		
		WB	1	x	x	x						x		
		WB-Shoulder	--	x	x	x						x		
		WB-LTP	--		x	x						x		
Baudin St	Garey Ave	EB	2		x	x		x				x	x	
		EB-Shoulder/RTP	1			x						x	x	
		EB-LTP	1									x		
		WB	2		x	x						x	x	
		WB-Shoulder	2									x	x	
Garey Ave Intersection		EB	--	x										
		WB	--											



Table 5.1. Observational Assessment of the Pavement Conditions along Lexington Ave

From	To	Lane Position	Alligator Cracks ^a	Block Cracks	Longitudinal Cracks	Transverse Cracks	Rutting	Shoving	Depression	Distortion	Raveling	Weathering	Patching	Pothole
Garey Ave	Holy Cross Cemetery Entrance	EB	5	x	x	x	x		x		x	x	x	
		EB-Shoulder	5	x	x	x						x	x	
		WB	5	x	x	x			x		x	x	x	x
		WB-Shoulder	5	x	x	x				x		x	x	
		WB-LTP	4	x	x	x								
Holy Cross Cemetery Entrance	~ 130 feet West of Harwood Dr	EB	5	x	x	x	x		x		x	x		x
		EB-Shoulder	5	x	x	x						x		
		WB	5	x	x	x			x		x	x		x
		WB-Shoulder	5	x	x	x						x		
~ 130 feet West of Harwood Dr	Towne Ave	EB	4	x	x	x			x		x	x	x	
		EB-Shoulder	3	x		x					x	x		
		EB-LTP	2			x			x			x		
		WB	4	x	x	x			x		x	x	x	x
		WB-Shoulder	3	x		x					x	x		
		WB-LTP	2	x	x	x						x		
Towne Ave Intersection		EB	2	x	x							x		
		WB	3	x	x	x						x		

Abbreviations – Ave: Avenue. Dr: Drive. EB: Eastbound. LTP: Left turn pocket. PI: Place. RTP: Right turn pocket. St: Street. WB: Westbound. “--”: No observable distress.

^a Alligator/fatigue cracks observed were rated for their severity. 1: mild, 2: mild-moderate, 3: moderate, 4: moderate-severe, 5: severe.

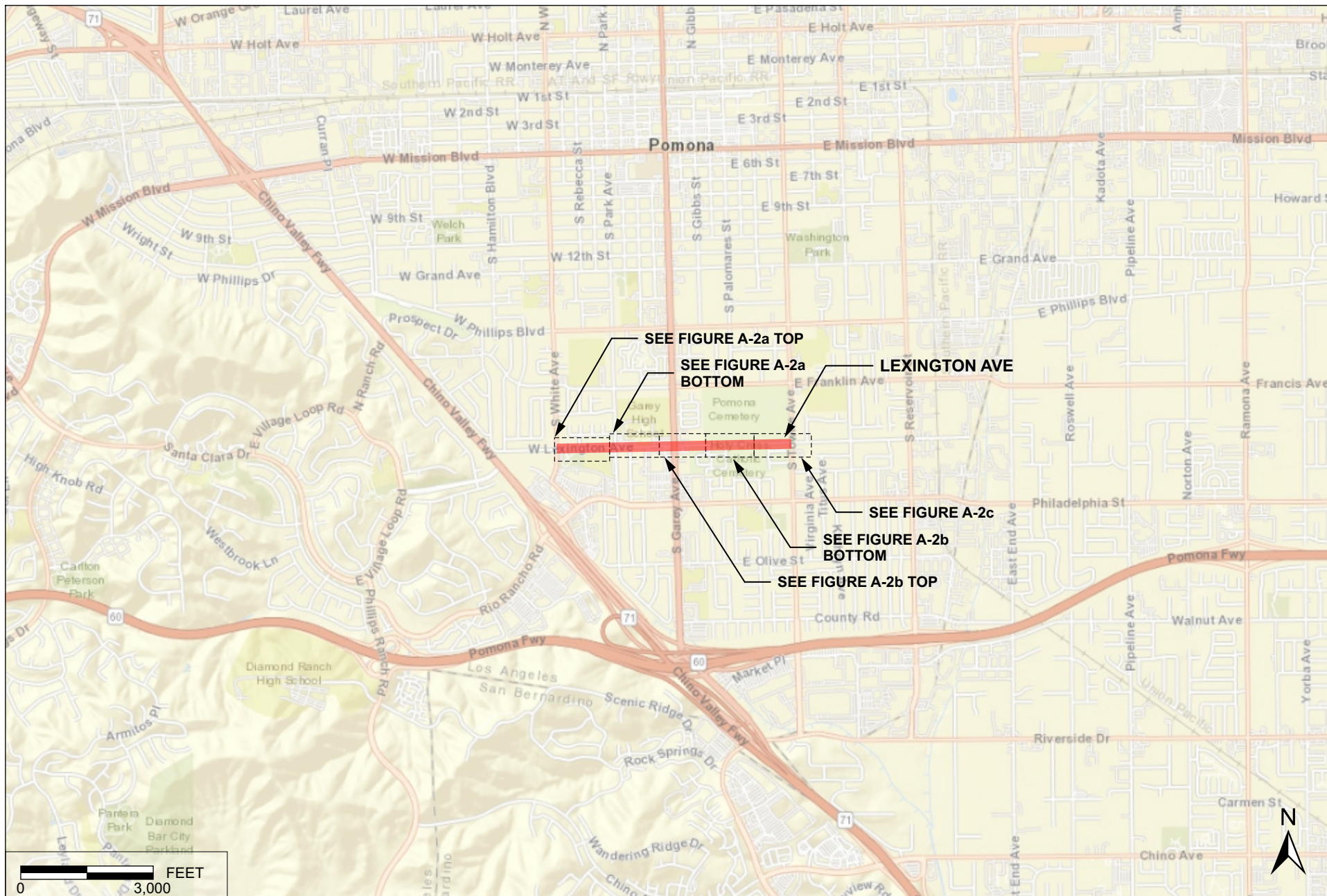
As mentioned in Section 4, the uppermost pavement layers along Lexington Ave within the project limits consisted of AC. Pavement distress conditions varied by segment and are shown in Figure A-2a to Figure A-2c. The primary types of distress observed throughout the project limits included block cracking, transverse and longitudinal cracking, weathering, and asphalt patching at various intervals. Additional localized distresses were identified as follows:

- From **White Ave** to **Park Ave**, fatigue/alligator cracking ranged from moderate to moderate-severe. Raveling, rutting, and potholes were also present.
- From **Park Ave** to **Garey Ave**, mild to mild-moderate fatigue/alligator cracking was observed, with shoving in the eastbound direction between Baudin St and Garey Ave.
- From **Garey Ave** to **Towne Ave**, the pavement showed moderate-severe to severe fatigue/alligator cracking, raveling, and depression along the sewer line. Rutting was present eastbound from Garey Ave to ~130 feet west of Harwood Dr, and distortion was noted westbound near the Holy Cross Cemetery entrance. The segment from ~130 feet west of Harwood Dr to Towne Ave had newer pavement in better condition, marked by moderate-severe fatigue/alligator cracking. This transition is visually distinguishable and corresponds to Zone 3 and Zone 4, as indicated in Table 8.1.

APPENDICES

APPENDIX A

Maps, Plans, and Figures



Geo-Advantec

PROJECT NO.
24-1262

DATE
8/22/2025

VICINITY MAP

Street Rehabilitation for Districts 2 and 3 at Lexington Ave
Pomona, CA

FIGURE

A-1

LEGEND

— PROJECT LIMITS



LEGEND

- Core Location
- Core Location with R-Value

Core ID (Pavement Sections*)

- AC: Asphalt Concrete
- CAB: Crushed Aggregate Base
- Base: Unspecified Base Layer

DISTRESS SEVERITY

- Mild to Mild-Moderate (1 to 2)
- Moderate to Moderate-Severe (3 to 4)
- Moderate-Severe to Severe (4 to 5)





LEGEND

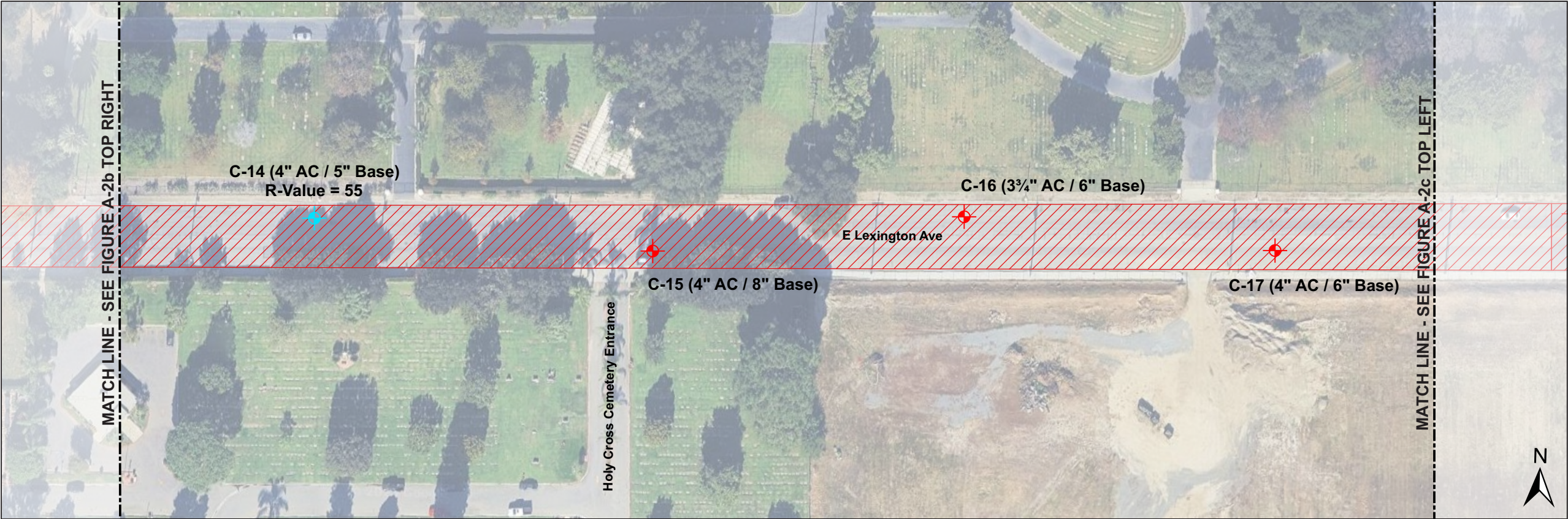
- Core Location
- Core Location with R-Value

Core ID (Pavement Sections*)

- AC: Asphalt Concrete
- CAB: Crushed Aggregate Base
- Base: Unspecified Base Layer

DISTRESS SEVERITY

- Mild to Mild-Moderate (1 to 2)
- Moderate to Moderate-Severe (3 to 4)
- Moderate-Severe to Severe (4 to 5)



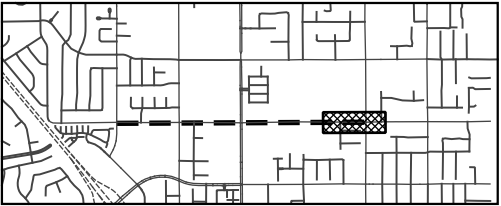


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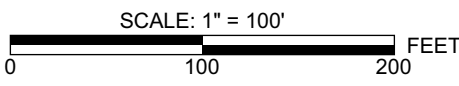
- Core Location
- Core Location with R-Value
- Core ID (Pavement Sections*)
 - AC: Asphalt Concrete
 - CAB: Crushed Aggregate Base
 - Base: Unspecified Base Layer

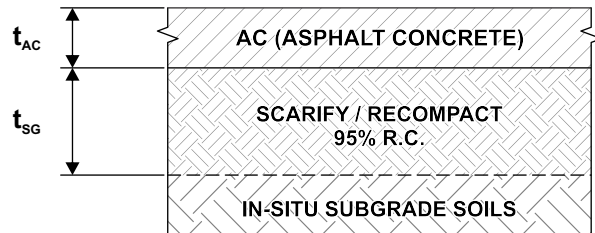
DISTRESS SEVERITY

- Mild to Mild-Moderate (1 to 2)
- Moderate to Moderate-Severe (3 to 4)
- Moderate-Severe to Severe (4 to 5)

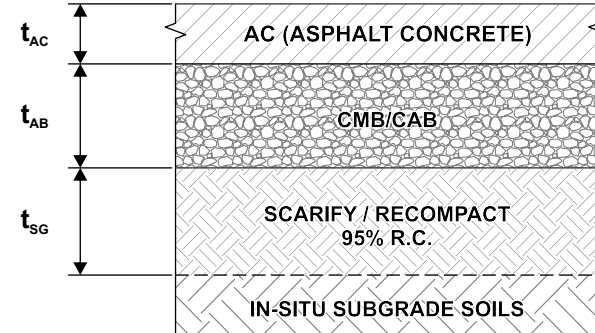


	Geo-Advantec		EXPLORATION LOCATIONS AND PAVEMENT DISTRESS PLAN	FIGURE
	PROJECT NO. 24-1262	DATE 8/22/2025	Street Rehabilitations for Districts 2 and 3 at Lexington Ave Pomona, CA	A-2c

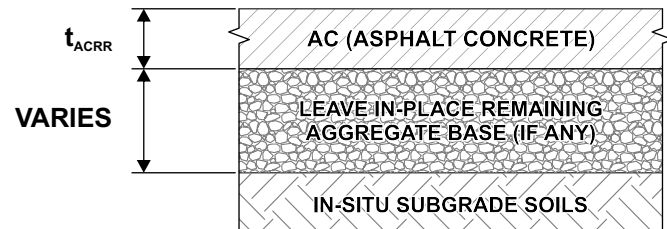




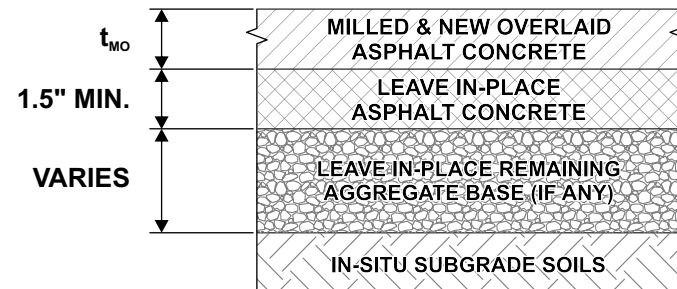
**New Pavement Construction
(Option 1)**



**New Pavement Construction
(Option 2)**



Asphalt Concrete Removal and Replacement



Mill and Overlay

- t_{MO} : Thickness of mill and overlay (see Report Section 8.3.1)
 t_{ACRR} : Thickness of asphalt concrete removal and replacement (see Report Section 8.3.2)
 t_{AC} : Thickness of new asphalt concrete (see Report Section 8.3.3 and 8.4)
 t_{AB} : Thickness of new aggregate base layer (see Report Section 8.3.3 and 8.4)
 t_{SG} : Thickness of new reworked subgrade (see Report Section 8.3.3 and 8.4)



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PAVEMENT SECTION SCHEMATICS

Street Rehabilitations for Districts 2 and 3 at Lexington Ave
Pomona, CA

FIGURE

A-3

NOT TO SCALE

APPENDIX B

Laboratory Test Results

MOISTURE CONTENT AND DENSITY
ASTM D2216 / ASTM D2937

Hole ID	Depth (ft)	Weight of Moist Soil (g)	Weight of Dry Soil (g)	Weight of Water (g)	Wet Density (pcf)	Dry Density (pcf)	Moisture Content (%)
C-1	Subgrade	132.4	121.1	11.3			11.3
C-8	Subgrade	137.4	124.9	12.5			12.1
C-14	Subgrade	137.1	127.6	9.5			8.9
C-19	Subgrade	128.5	123.4	5.1			5.0



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MOISTURE CONTENT AND DENSITY

Street Rehabilitations for Districts 2 and 3 at Lexington Ave
Pomona, CA

Material Finer than No. 200 Sieve in Soils ASTM D1140

Hole ID	Depth (ft)	Pre-Wash Dry Weight (gm)	After Wash Dry Weight (gm)	Percent Passing No. 200 Sieve (%)	Soil Type
C-2	Subgrade	253.3	124.0	51.0	CL
C-6	Subgrade	263.4	138.3	47.5	SM



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PERCENT FINER THAN NO. 200 SIEVE

Street Rehabilitations for Districts 2 and 3 at Lexington Ave
Pomona, CA

PARTICLE-SIZE DISTRIBUTION OF SOILS USING SIEVE ANALYSIS - ASTM D6913

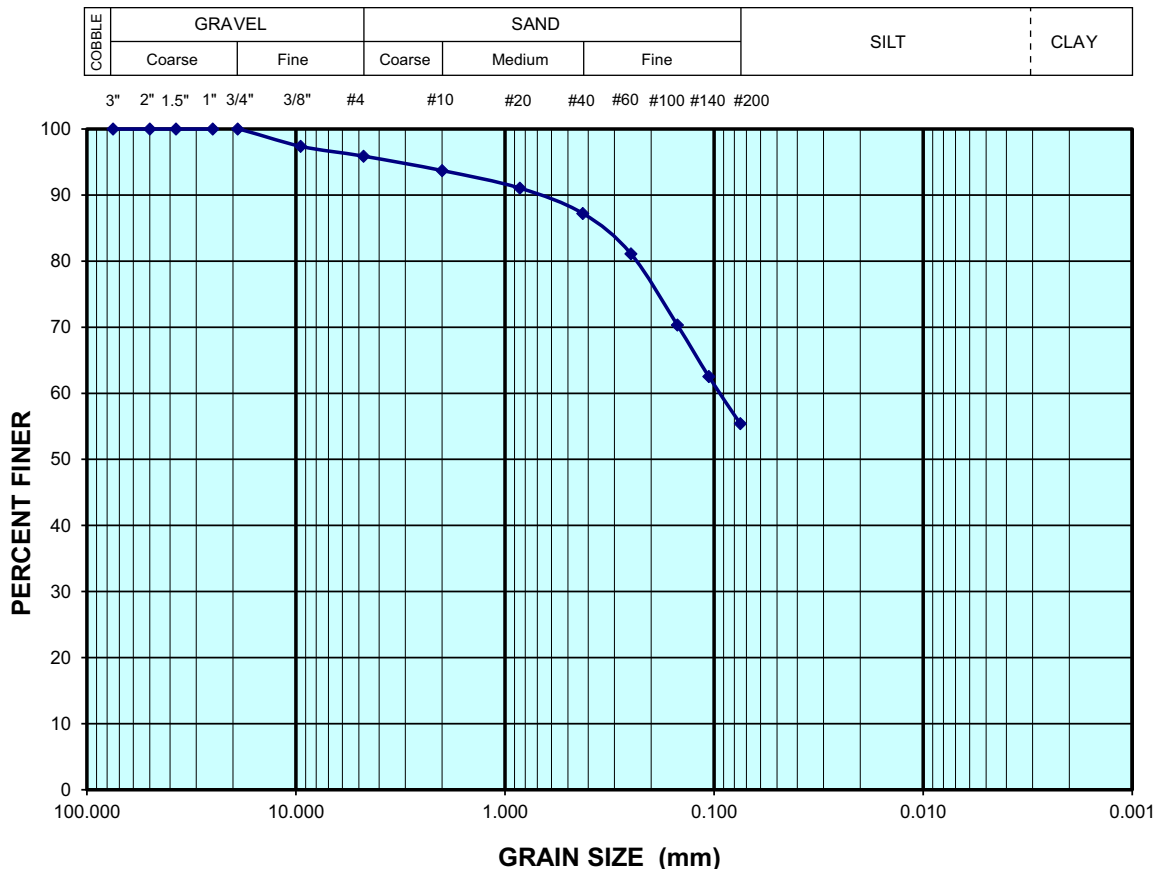
Project: Pomona Street Rehabilitation Districts 2 & 3
 Site: Pomona, CA
 Tech: R.Cromer
 Sample: C-1 @ Subgrade
 Material: Sandy Silty CLAY (CL-ML)

Project No. 24-1262
 Date: 8/1/2025

Test Specification: ASTM D6913

Sieve	Mesh Opening (mm)	Percent Passing (%)
3 in	75.0	100 %
2 in	50.0	100 %
1 1/2 in	37.5	100 %
1 in	25.0	100 %
3/4 in	19.0	100 %
3/8 in	9.5	97.4 %
No. 4	4.75	96 %
No. 10	2.00	94 %
No. 20	0.850	91 %
No. 40	0.425	87 %
No. 60	0.250	81 %
No. 100	0.150	70 %
No. 140	0.106	63 %
No. 200	0.075	55 %

Method Used: Method A
 Composite Sieving Used & Size of Composite Sieve Separation Sieve: 3/8" sieve
 Moist, Air, or Dried Procedure: Moist
 Ultrasonic or Shaking Apparatus: No
 Any soil or materials excluded, or any other testing performed prior: No



Geo-Advantec

PROJECT NO. **24-1262**
 DATE **8/22/2025**

SIEVE ANALYSIS

Street Rehabilitations for Districts 2 and 3 at Lexington Ave
 Pomona, CA

PARTICLE-SIZE DISTRIBUTION OF SOILS USING SIEVE ANALYSIS - ASTM D6913

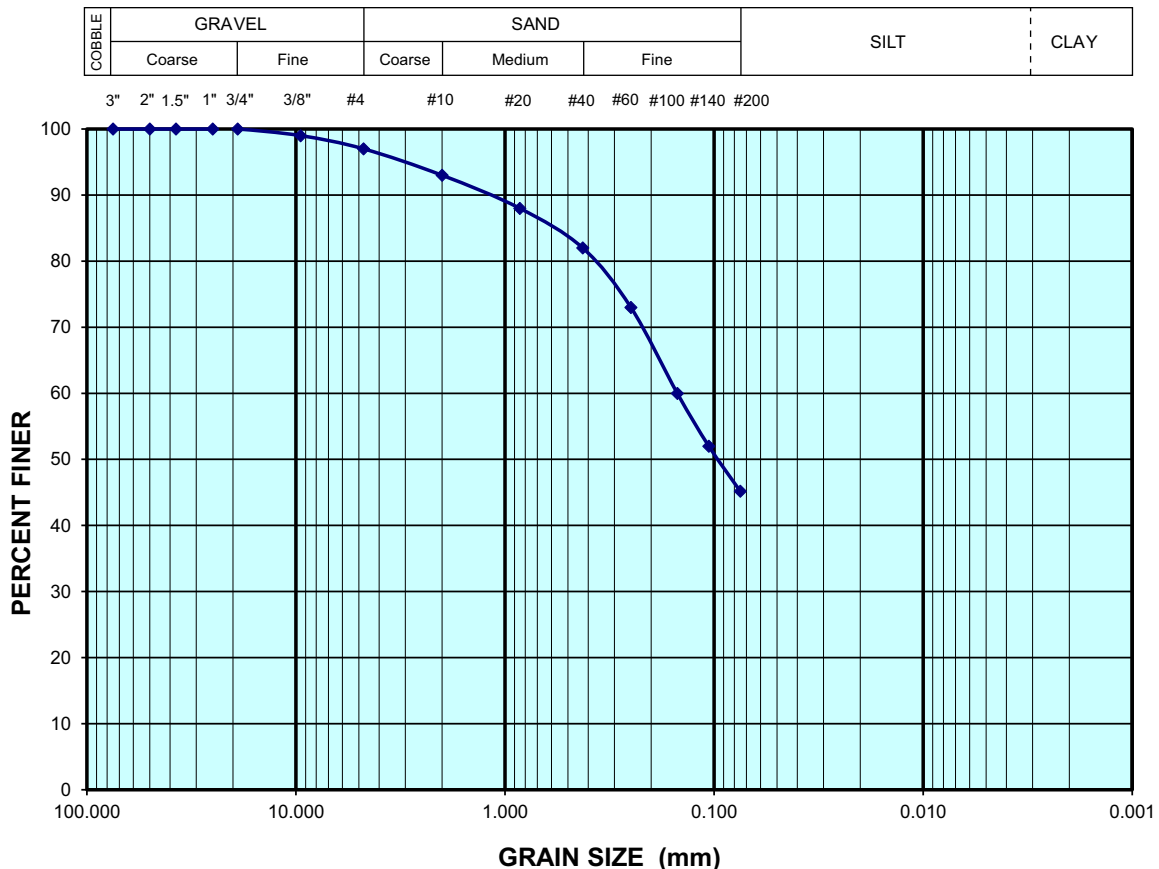
Project: Pomona Street Rehabilitation Districts 2 & 3
 Site: Pomona, CA
 Tech: R.Cromer
 Sample: C-4 @ Subgrade
 Material: Silty SAND (SM)

Project No. 24-1262
 Date: 8/1/2025

Test Specification: ASTM D6913

Sieve	Mesh Opening (mm)	Percent Passing (%)
3 in	75.0	100 %
2 in	50.0	100 %
1 1/2 in	37.5	100 %
1 in	25.0	100 %
3/4 in	19.0	100 %
3/8 in	9.5	99 %
No. 4	4.75	97 %
No. 10	2.00	93 %
No. 20	0.850	88 %
No. 40	0.425	82 %
No. 60	0.250	73 %
No. 100	0.150	60 %
No. 140	0.106	52 %
No. 200	0.075	45 %

Method Used: Method A
 Composite Sieving Used & Size of Separation Sieve: Single Sieve-Set
 Moist, Air, or Dried Procedure: Moist
 Ultrasonic or Shaking Apparatus: No
 Any soil or materials excluded, or any other testing performed prior: No



Geo-Advantec

PROJECT NO.
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8/22/2025

SIEVE ANALYSIS

Street Rehabilitations for Districts 2 and 3 at Lexington Ave
 Pomona, CA

PARTICLE-SIZE DISTRIBUTION OF SOILS USING SIEVE ANALYSIS - ASTM D6913

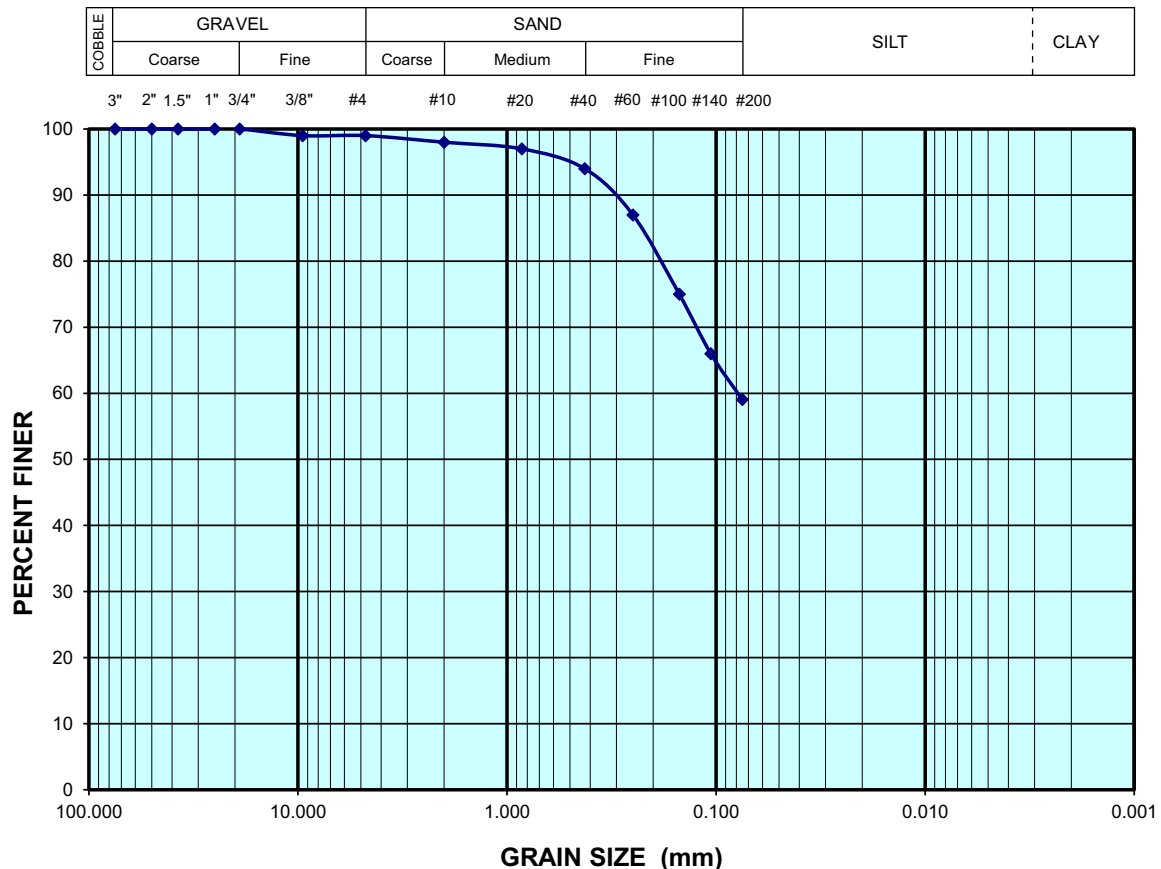
Project: Pomona Street Rehabilitation Districts 2 & 3
 Site: Pomona, CA
 Tech: R.Cromer
 Sample: C-8 @ Subgrade
 Material: Sandy Silty CLAY (CL-ML)

Project No. 24-1262
 Date: 8/4/2025

Test Specification: ASTM D6913

Sieve	Mesh Opening (mm)	Percent Passing (%)
3 in	75.0	100 %
2 in	50.0	100 %
1 1/2 in	37.5	100 %
1 in	25.0	100 %
3/4 in	19.0	100 %
3/8 in	9.5	99 %
No. 4	4.75	99 %
No. 10	2.00	98 %
No. 20	0.850	97 %
No. 40	0.425	94 %
No. 60	0.250	87 %
No. 100	0.150	75 %
No. 140	0.106	66 %
No. 200	0.075	59 %

Method Used: Method A
 Composite Sieving Used & Size of Separation Sieve: Single Sieve-Set
 Moist, Air, or Dried Procedure: Moist
 Ultrasonic or Shaking Apparatus: No
 Any soil or materials excluded, or any other testing performed prior: No



Geo-Advantec

PROJECT NO.
24-1262

DATE
8/22/2025

SIEVE ANALYSIS

Street Rehabilitations for Districts 2 and 3 at Lexington Ave
 Pomona, CA

PARTICLE-SIZE DISTRIBUTION OF SOILS USING SIEVE ANALYSIS - ASTM D6913

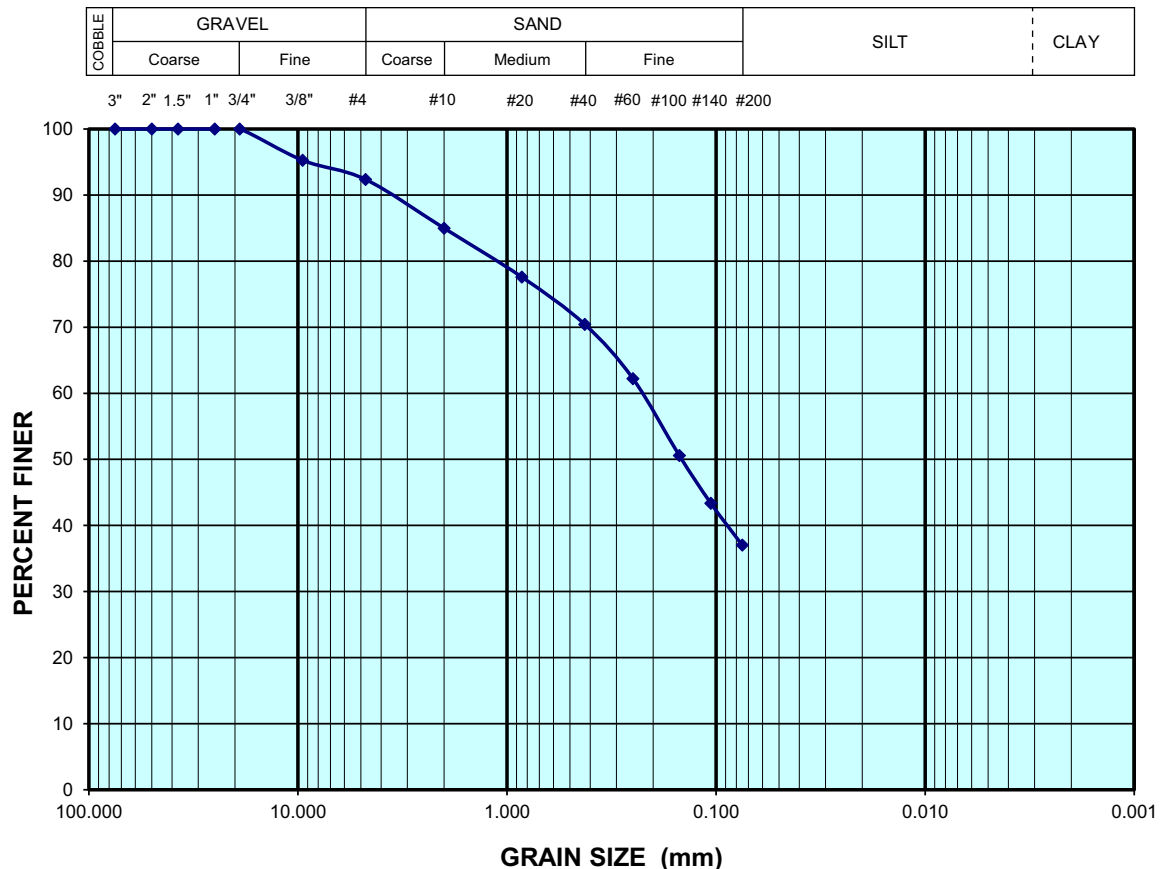
Project: Pomona Street Rehabilitation Districts 2 & 3
 Site: Pomona, CA
 Tech: R.Cromer
 Sample: C-12 @ Subgrade
 Material: Silty SAND (SM)

Project No. 24-1262
 Date: 8/1/2025

Test Specification: ASTM D6913

Sieve	Mesh Opening (mm)	Percent Passing (%)
3 in	75.0	100 %
2 in	50.0	100 %
1 1/2 in	37.5	100 %
1 in	25.0	100 %
3/4 in	19.0	100 %
3/8 in	9.5	95.3 %
No. 4	4.75	92 %
No. 10	2.00	85 %
No. 20	0.850	78 %
No. 40	0.425	70 %
No. 60	0.250	62 %
No. 100	0.150	51 %
No. 140	0.106	43 %
No. 200	0.075	37 %

Method Used: Method A
 Composite Sieving Used & Size of Composite Sieve Separation Sieve: 3/8" sieve
 Moist, Air, or Dried Procedure: Moist
 Ultrasonic or Shaking Apparatus: No
 Any soil or materials excluded, or any other testing performed prior: No



Geo-Advantec

PROJECT NO.
24-1262

DATE
8/22/2025

SIEVE ANALYSIS

Street Rehabilitations for Districts 2 and 3 at Lexington Ave
 Pomona, CA

PARTICLE-SIZE DISTRIBUTION OF SOILS USING SIEVE ANALYSIS - ASTM D6913

Project: Pomona Street Rehabilitation Districts 2 & 3
 Site: Pomona, CA
 Tech: J.Cromer
 Sample: C-14 @ Base
 Material: Well-graded SAND with Silt and Gravel (SW-SM)

Project No. 24-1262
 Date: 8/8/2025

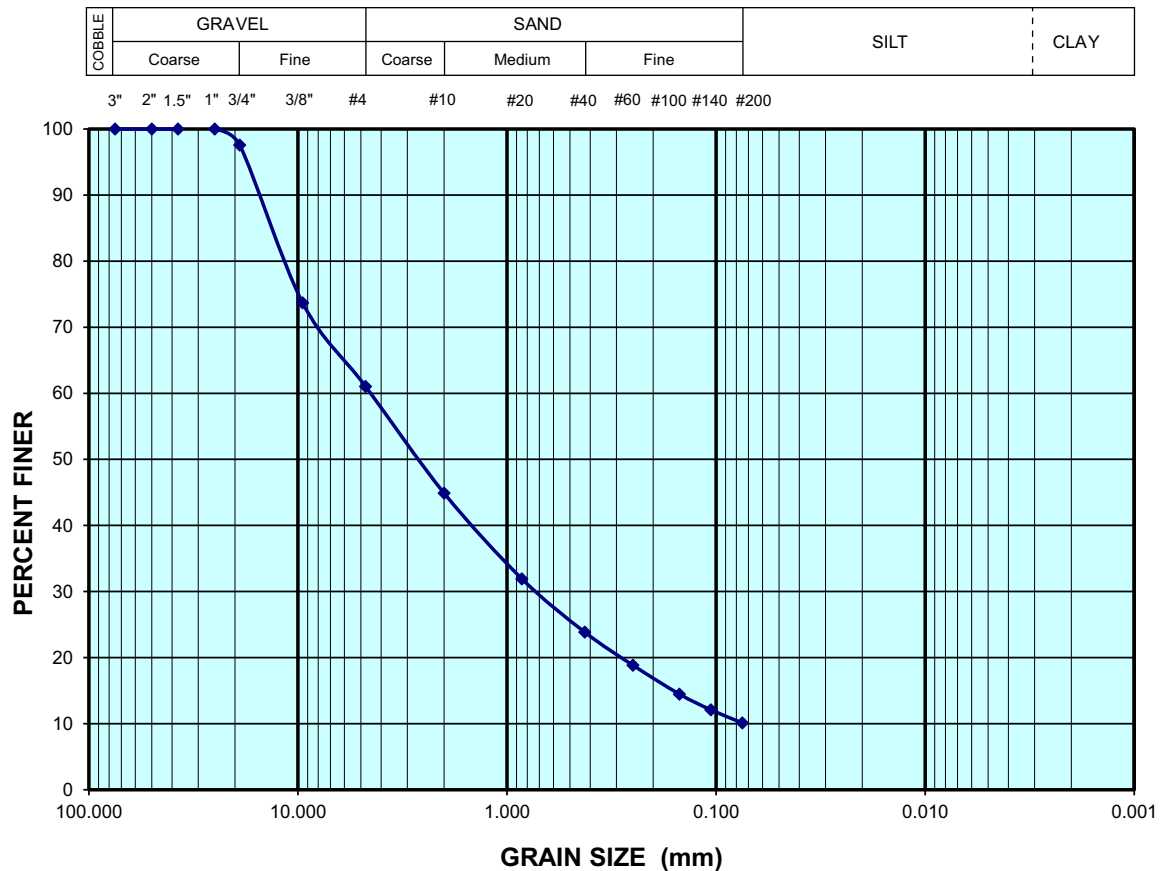
Test Specification: ASTM D6913

Sieve	Mesh Opening (mm)	Percent Passing (%)
3 in	75.0	100 %
2 in	50.0	100 %
1 1/2 in	37.5	100 %
1 in	25.0	100 %
3/4 in	19.0	98 %
3/8 in	9.5	73.7 %
No. 4	4.75	61 %
No. 10	2.00	45 %
No. 20	0.850	32 %
No. 40	0.425	24 %
No. 60	0.250	19 %
No. 100	0.150	14 %
No. 140	0.106	12 %
No. 200	0.075	10 %

Method Used: Method A
 Composite Sieving Used & Size of Composite Sieve Separation Sieve: 3/8" sieve
 Moist, Air, or Dried Procedure: Moist
 Ultrasonic or Shaking Apparatus: No
 Any soil or materials excluded, or any other testing performed prior: No

CC: 1.66

CU: 59.88



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8/22/2025

SIEVE ANALYSIS

Street Rehabilitations for Districts 2 and 3 at Lexington Ave
 Pomona, CA

PARTICLE-SIZE DISTRIBUTION OF SOILS USING SIEVE ANALYSIS - ASTM D6913

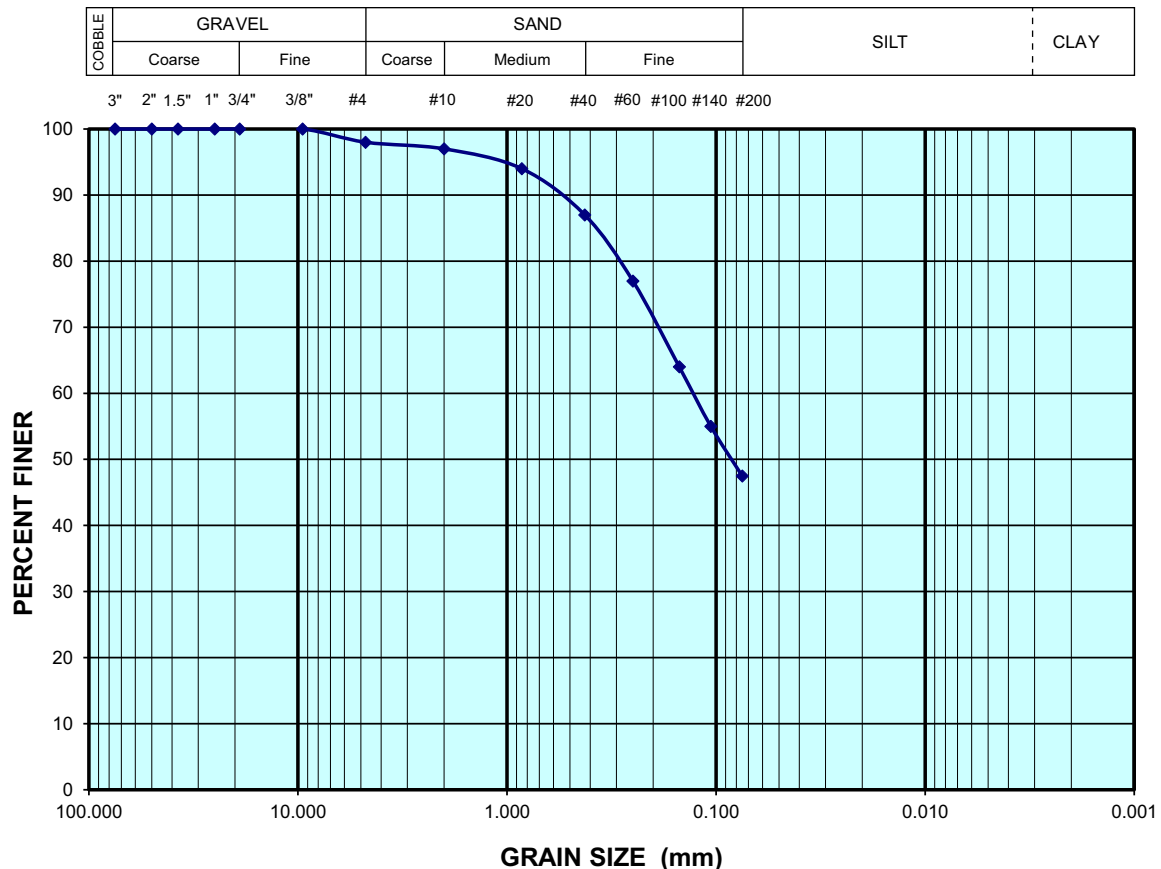
Project: Pomona Street Rehabilitation Districts 2 & 3
 Site: Pomona, CA
 Tech: R.Cromer
 Sample: C-14 @ Subgrade
 Material: Silty SAND (SM)

Project No. 24-1262
 Date: 8/4/2025

Test Specification: ASTM D6913

Sieve	Mesh Opening (mm)	Percent Passing (%)
3 in	75.0	100 %
2 in	50.0	100 %
1 1/2 in	37.5	100 %
1 in	25.0	100 %
3/4 in	19.0	100 %
3/8 in	9.5	100 %
No. 4	4.75	98 %
No. 10	2.00	97 %
No. 20	0.850	94 %
No. 40	0.425	87 %
No. 60	0.250	77 %
No. 100	0.150	64 %
No. 140	0.106	55 %
No. 200	0.075	47 %

Method Used: Method A
 Composite Sieving Used & Size of Separation Sieve: Single Sieve-Set
 Moist, Air, or Dried Procedure: Moist
 Ultrasonic or Shaking Apparatus: No
 Any soil or materials excluded, or any other testing performed prior: No



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PROJECT NO. **24-1262**
 DATE **8/22/2025**

SIEVE ANALYSIS

Street Rehabilitations for Districts 2 and 3 at Lexington Ave
 Pomona, CA

PARTICLE-SIZE DISTRIBUTION OF SOILS USING SIEVE ANALYSIS - ASTM D6913

Project: Pomona Street Rehabilitation Districts 2 & 3
 Site: Pomona, CA
 Tech: R.Cromer
 Sample: C-15 @ Subgrade
 Material: Well-graded SAND with Silt and Gravel (SW-SM)

Project No. 24-1262
 Date: 8/4/2025

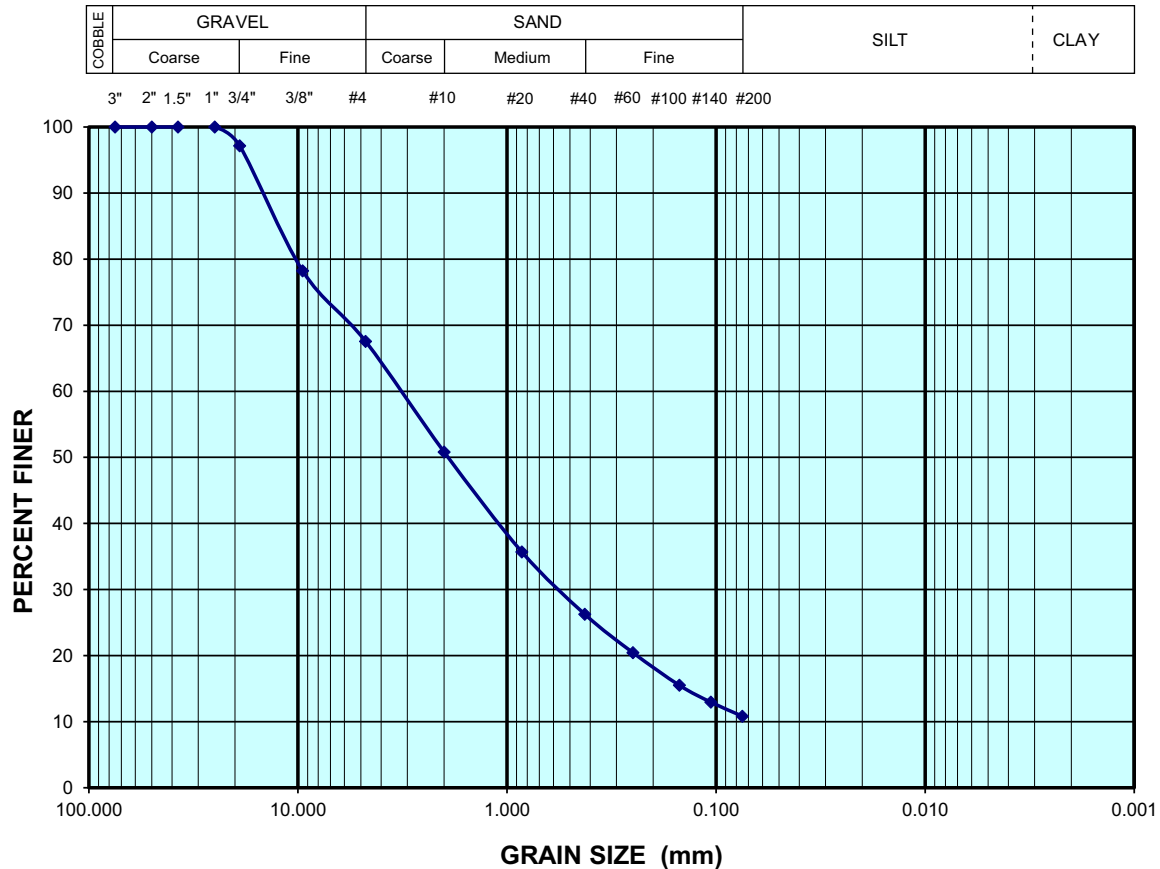
Test Specification: ASTM D6913

Sieve	Mesh Opening (mm)	Percent Passing (%)
3 in	75.0	100 %
2 in	50.0	100 %
1 1/2 in	37.5	100 %
1 in	25.0	100 %
3/4 in	19.0	97 %
3/8 in	9.5	78.2 %
No. 4	4.75	68 %
No. 10	2.00	51 %
No. 20	0.850	36 %
No. 40	0.425	26 %
No. 60	0.250	20 %
No. 100	0.150	16 %
No. 140	0.106	13 %
No. 200	0.075	11 %

Method Used: Method A
 Composite Sieving Used & Size of Composite Sieve Separation Sieve: 3/8" sieve
 Moist, Air, or Dried Procedure: Moist
 Ultrasonic or Shaking Apparatus: No
 Any soil or materials excluded, or any other testing performed prior: No

CC: 1.50

CU: 49.44



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8/22/2025

SIEVE ANALYSIS

Street Rehabilitations for Districts 2 and 3 at Lexington Ave
 Pomona, CA

PARTICLE-SIZE DISTRIBUTION OF SOILS USING SIEVE ANALYSIS - ASTM D6913

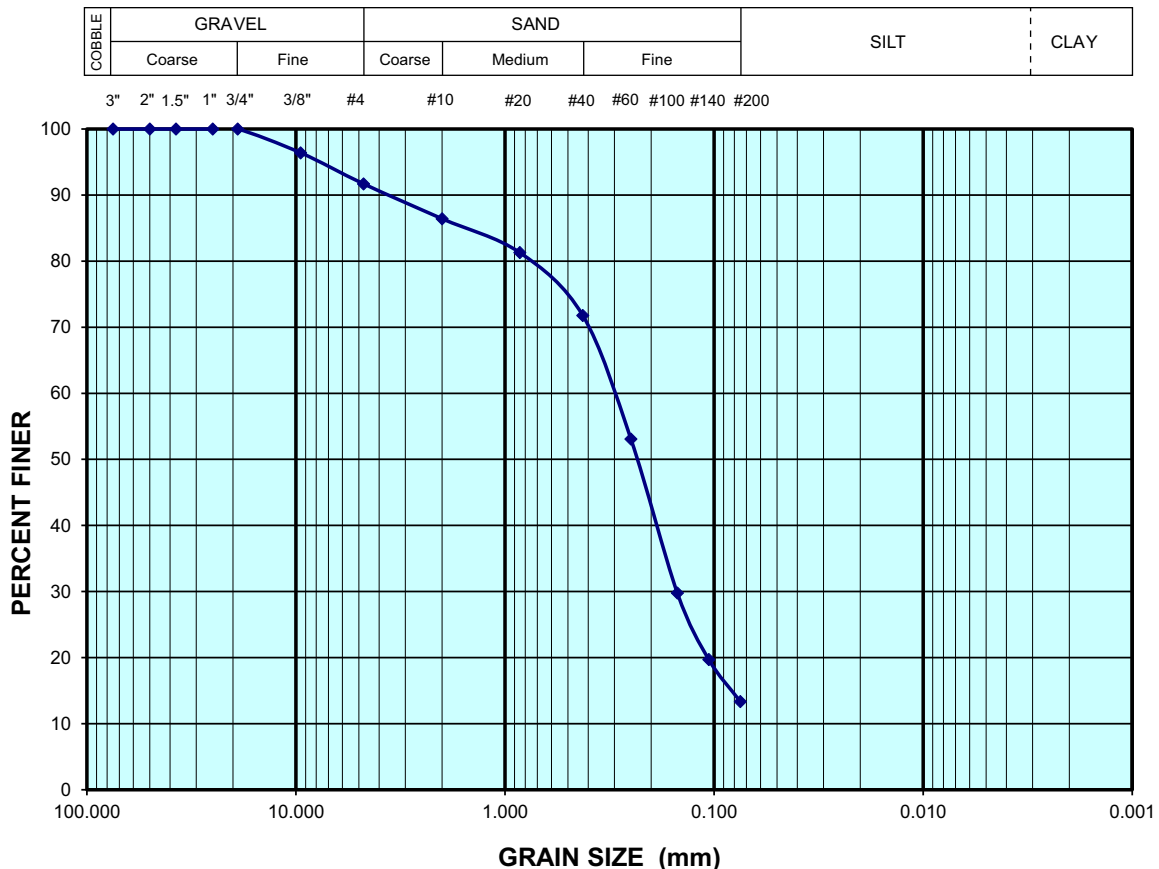
Project: Pomona Street Rehabilitation Districts 2 & 3
 Site: Pomona, CA
 Tech: R.Cromer
 Sample: C-16 @ Subgrade
 Material: Silty SAND (SM)

Project No. 24-1262
 Date: 8/4/2025

Test Specification: ASTM D6913

Sieve	Mesh Opening (mm)	Percent Passing (%)
3 in	75.0	100 %
2 in	50.0	100 %
1 1/2 in	37.5	100 %
1 in	25.0	100 %
3/4 in	19.0	100 %
3/8 in	9.5	96.4 %
No. 4	4.75	92 %
No. 10	2.00	86 %
No. 20	0.850	81 %
No. 40	0.425	72 %
No. 60	0.250	53 %
No. 100	0.150	30 %
No. 140	0.106	20 %
No. 200	0.075	13 %

Method Used: Method A
 Composite Sieving Used & Size of Composite Sieve Separation Sieve: 3/8" sieve
 Moist, Air, or Dried Procedure: Moist
 Ultrasonic or Shaking Apparatus: No
 Any soil or materials excluded, or any other testing performed prior: No



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SIEVE ANALYSIS

Street Rehabilitations for Districts 2 and 3 at Lexington Ave
 Pomona, CA

PARTICLE-SIZE DISTRIBUTION OF SOILS USING SIEVE ANALYSIS - ASTM D6913

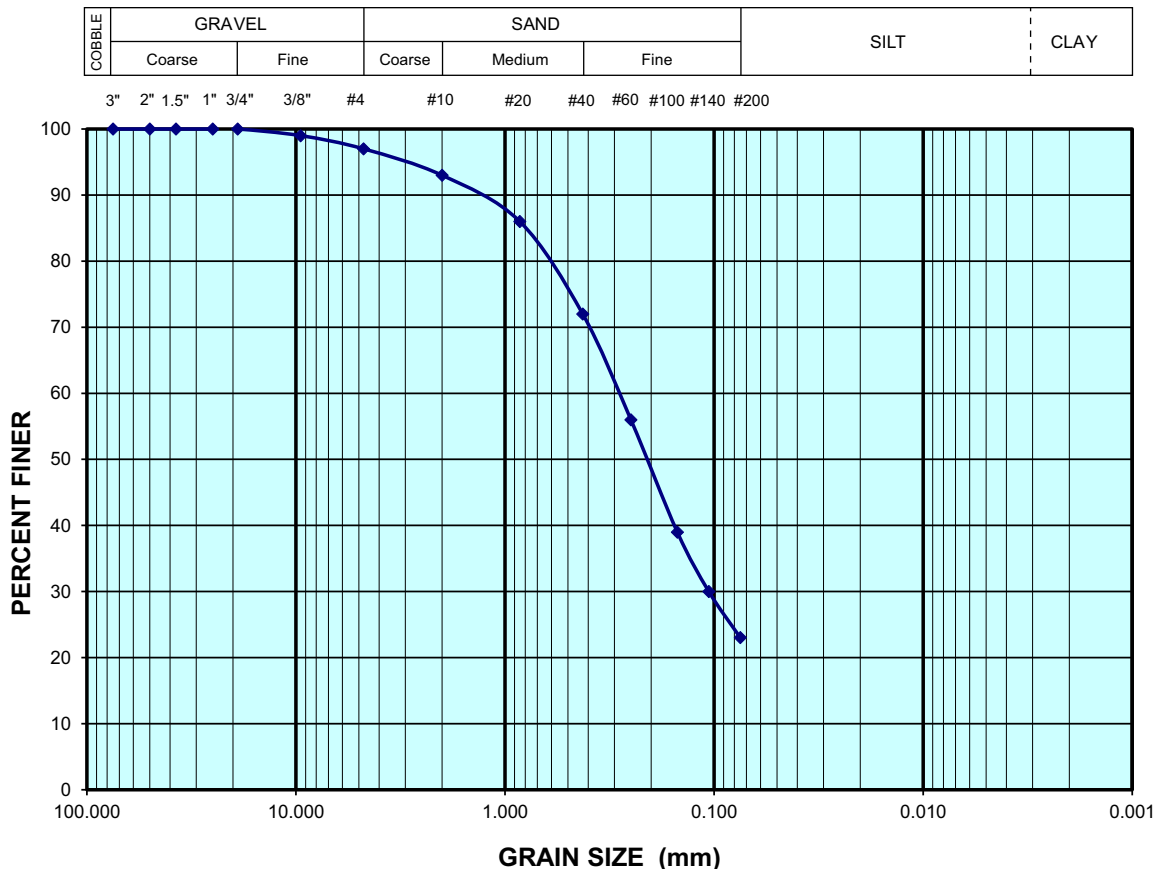
Project: Pomona Street Rehabilitation Districts 2 & 3
 Site: Pomona, CA
 Tech: R.Cromer
 Sample: C-19 @ Subgrade
 Material: Silty SAND (SM)

Project No. 24-1262
 Date: 8/4/2025

Test Specification: ASTM D6913

Sieve	Mesh Opening (mm)	Percent Passing (%)
3 in	75.0	100 %
2 in	50.0	100 %
1 1/2 in	37.5	100 %
1 in	25.0	100 %
3/4 in	19.0	100 %
3/8 in	9.5	99 %
No. 4	4.75	97 %
No. 10	2.00	93 %
No. 20	0.850	86 %
No. 40	0.425	72 %
No. 60	0.250	56 %
No. 100	0.150	39 %
No. 140	0.106	30 %
No. 200	0.075	23 %

Method Used: Method A
 Composite Sieving Used & Size of Separation Sieve: Single Sieve-Set
 Moist, Air, or Dried Procedure: Moist
 Ultrasonic or Shaking Apparatus: No
 Any soil or materials excluded, or any other testing performed prior: No



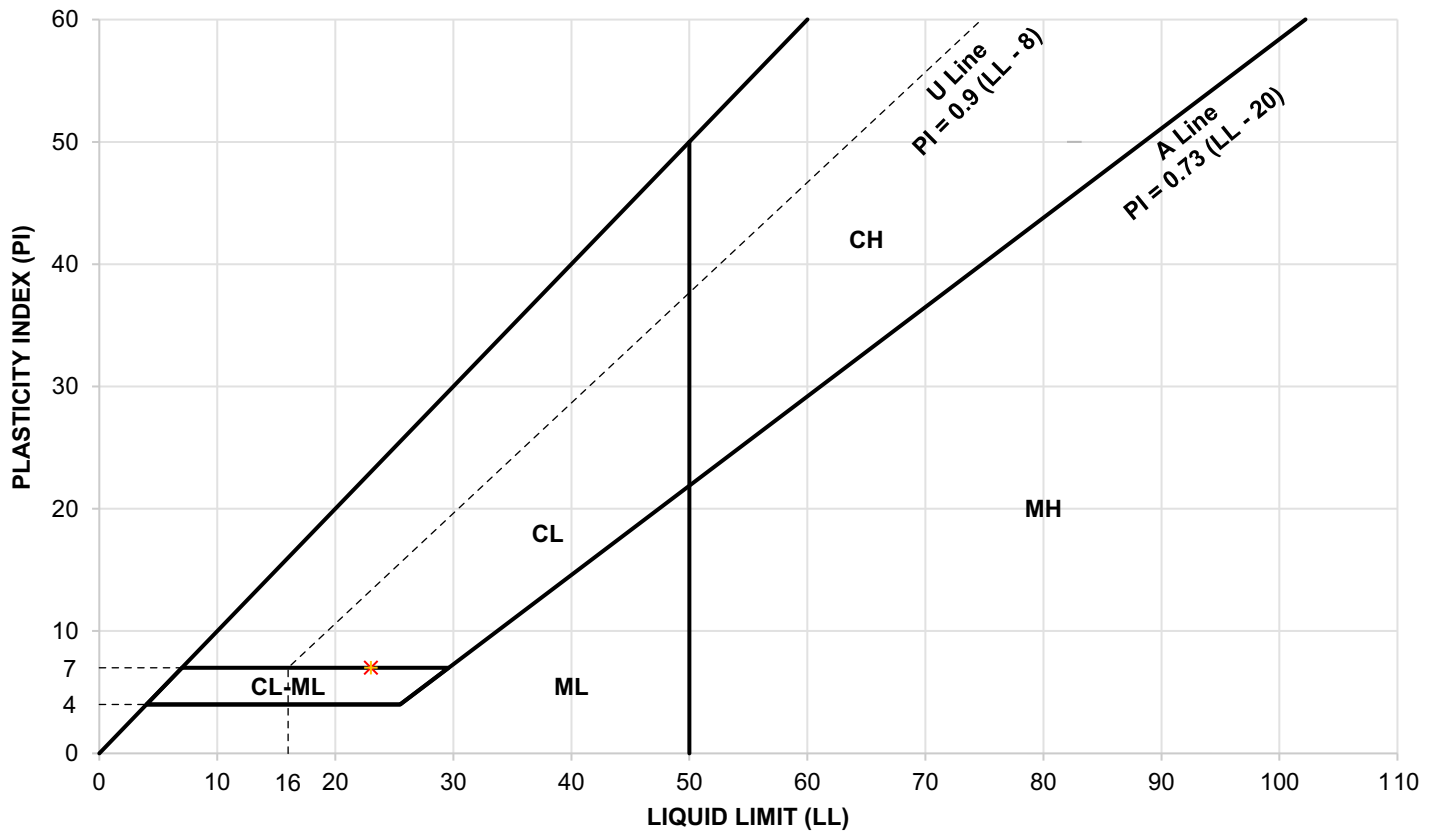
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PROJECT NO. **24-1262**
 DATE **8/22/2025**

SIEVE ANALYSIS

Street Rehabilitations for Districts 2 and 3 at Lexington Ave
 Pomona, CA

PLASTICITY CHART (ASTM D4318)



Symbol	Hole ID	Depth (ft)	Soil Description	Natural M.C. (%)	Liquid Limit (LL)	Plastic Limit (PL)	Plasticity Index (PI)	Passing No. 200 Sieve (%)
✗	C-1	Subgrade	Sandy Silty Clay (CL-ML)		23	16	7	55
✚	C-8	Subgrade	Sandy Silty Clay (CL-ML)		23	16	7	59



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PLASTICITY CHART

Street Rehabilitations for Districts 2 and 3 at Lexington Ave
Pomona, CA

**AP Engineering and Testing, Inc.**

DBE | MBE | SBE

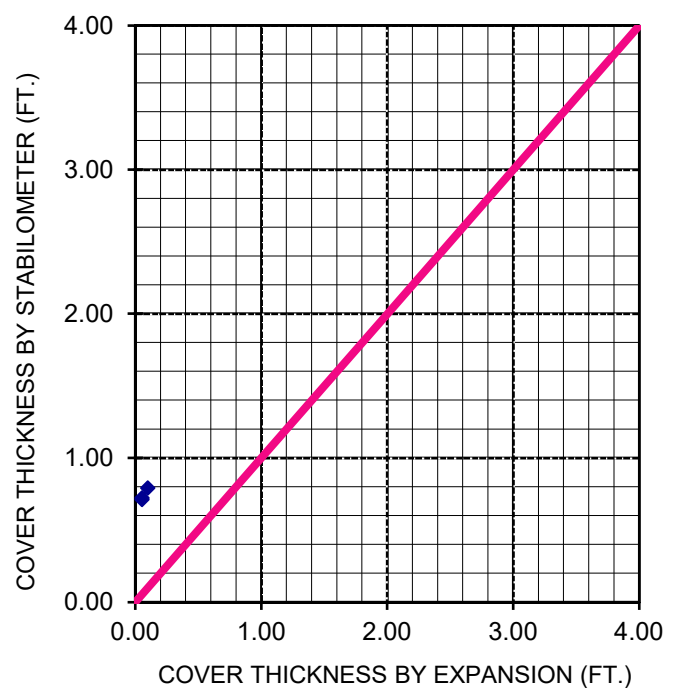
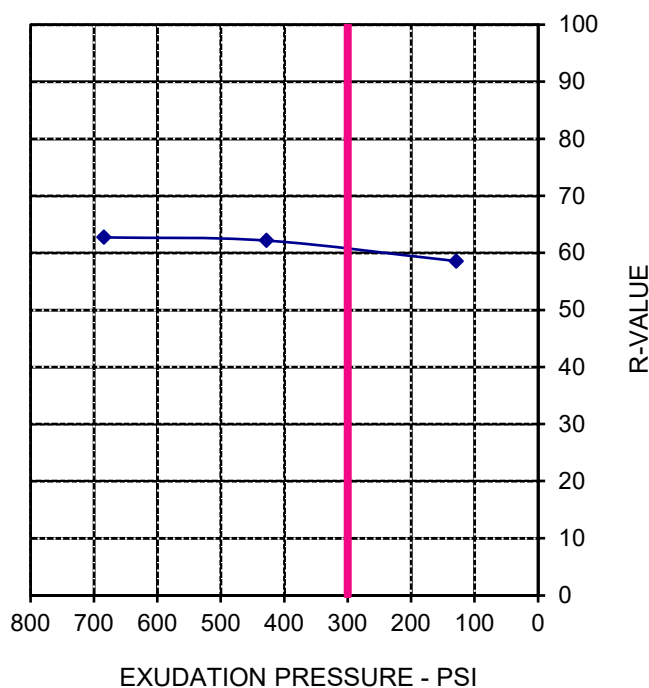
2607 Pomona Boulevard | Pomona, CA 91768

t. 909.869.6316 | f. 909.869.6318 | www.aplaboratory.com**R-VALUE TEST DATA**

CTM 301

Project Name: Pomona Street Rehab Districts 2 & 3Project Number: 24-1262Boring No.: C-1Sample No.: - Depth: SubgradeLocation: N/ASoil Description: Sandy Silty ClayTested By: ST Date: 07/30/25Computed By: KM Date: 07/31/25Checked By: AP Date: 08/06/25

Mold Number	A	C	B		R-VALUE	By Exudation:	61
Water Added, g	15	7	0			By Expansion:	*N/A
Compact Moisture(%)	12.6	11.8	11.1			At Equilibrium:	61
Compaction Gage Pressure, psi	250	250	250			(by Exudation)	
Exudation Pressure, psi	129	428	684		Remarks	Gf = 1.34, and 0.2 % Retained on the 3/4" *Not Applicable	
Sample Height, Inches	2.5	2.5	2.5				
Gross Weight Mold, g	3072	3078	3061				
Tare Weight Mold, g	1965	1966	1964				
Net Sample Weight, g	1107	1112	1096				
Expansion, inchesx10 ⁻⁴	30	16	16				
Stability 2,000 (160 psi)	21/42	18/38	17/36				
Turns Displacement	4.97	4.88	5.11				
R-Value Uncorrected	59	62	63				
R-Value Corrected	59	62	63				
Dry Density, pcf	119.2	120.5	119.6				
Traffic Index	8.0	8.0	8.0				
G.E. by Stability	0.79	0.72	0.71				
G.E. by Expansion	0.10	0.05	0.05				



**AP Engineering and Testing, Inc.**

DBE | MBE | SBE

2607 Pomona Boulevard | Pomona, CA 91768

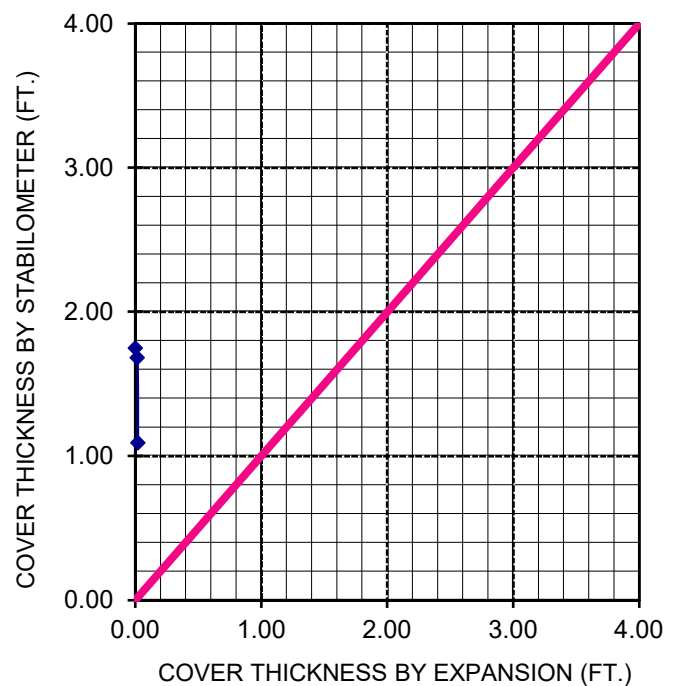
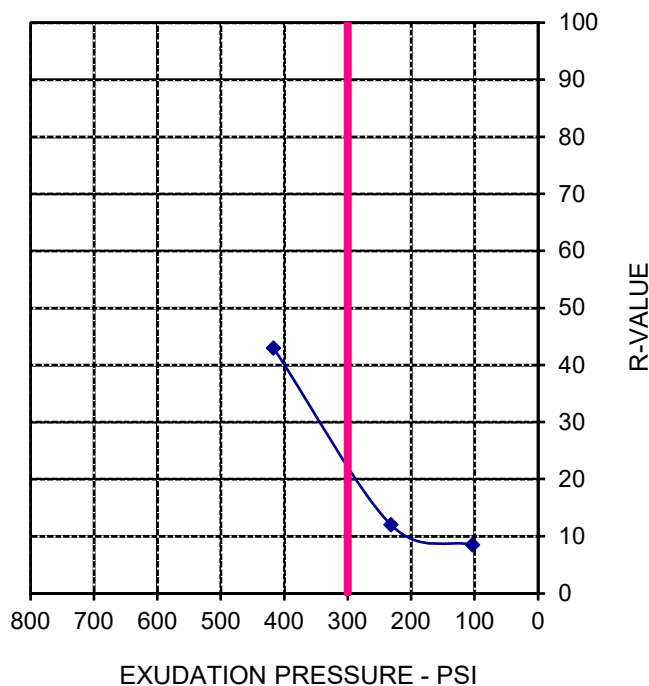
t. 909.869.6316 | f. 909.869.6318 | www.aplaboratory.com**R-VALUE TEST DATA**

CTM 301

Project Name: Pomona Street Rehab Districts 2 & 3Project Number: 24-1262Boring No.: C-8Sample No.: - Depth: SubgradeLocation: N/ASoil Description: Sandy Silty ClayTested By: ST Date: 07/30/25Computed By: KM Date: 07/31/25Checked By: AP Date: 08/06/25

Mold Number	G	H	I	
Water Added, g	22	0	-19	
Compact Moisture(%)	18.1	16.0	14.2	
Compaction Gage Pressure, psi	50	75	250	
Exudation Pressure, psi	103	232	417	
Sample Height, Inches	2.6	2.5	2.5	
Gross Weight Mold, g	2935	2923	2917	
Tare Weight Mold, g	1826	1835	1817	
Net Sample Weight, g	1109	1088	1100	
Expansion, inches $\times 10^{-4}$	0	5	6	
Stability 2,000 (160 psi)	56/134	53/125	28/62	
Turns Displacement	5.54	5.12	5.25	
R-Value Uncorrected	8	12	43	
R-Value Corrected	9	12	43	
Dry Density, pcf	109.4	113.7	116.7	
Traffic Index	8.0	8.0	8.0	
G.E. by Stability	1.75	1.68	1.09	
G.E. by Expansion	0.00	0.02	0.02	

R-VALUE	By Exudation:	22
	By Expansion:	*N/A
	At Equilibrium: (by Exudation)	22
Remarks	Gf = 1.34, and 0.0 % Retained on the 3/4" *Not Applicable	



**AP Engineering and Testing, Inc.**

DBE | MBE | SBE

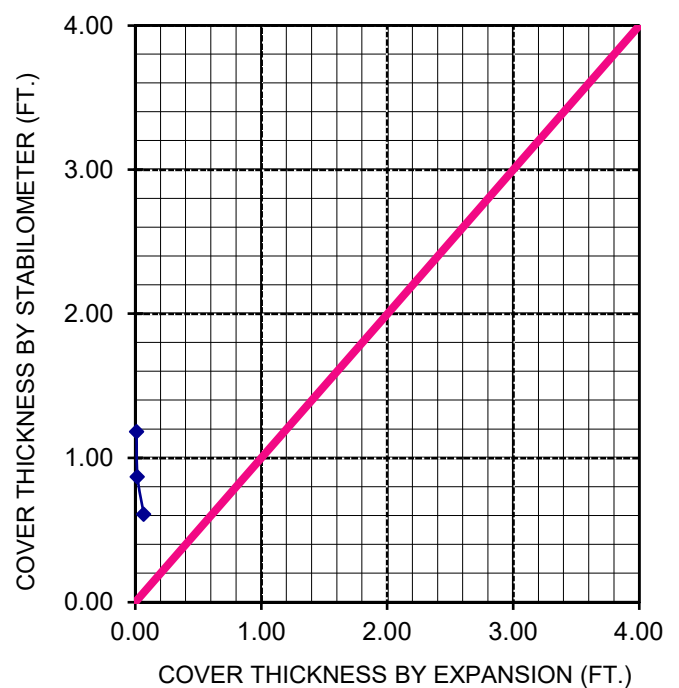
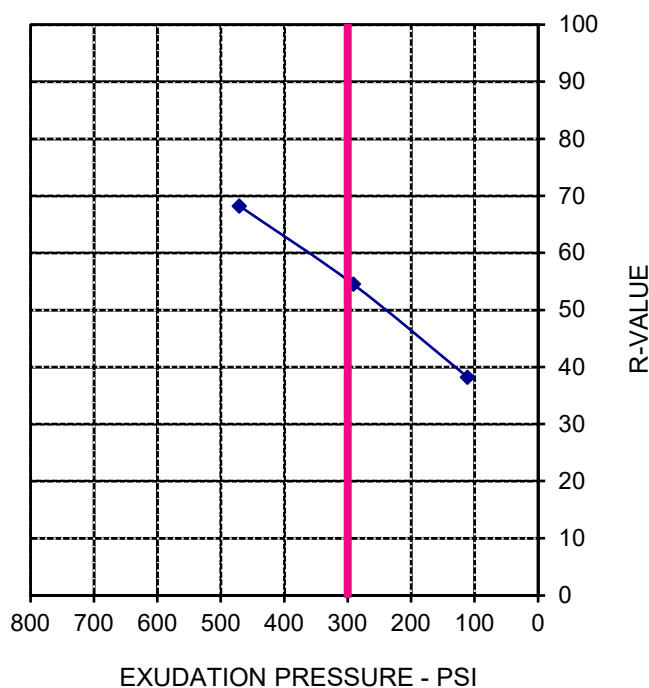
2607 Pomona Boulevard | Pomona, CA 91768

t. 909.869.6316 | f. 909.869.6318 | www.aplaboratory.com**R-VALUE TEST DATA**

CTM 301

Project Name: Pomona Street Rehab Districts 2 & 3Project Number: 24-1262Boring No.: C-14Sample No.: - Depth: SubgradeLocation: N/ASoil Description: Silty SandTested By: ST Date: 07/29/25Computed By: KM Date: 07/30/25Checked By: AP Date: 08/06/25

Mold Number	G	I	H		R-VALUE	By Exudation:	55
Water Added, g	32	15	0			By Expansion:	*N/A
Compact Moisture(%)	13.8	12.1	10.6			At Equilibrium:	55
Compaction Gage Pressure, psi	100	250	250			(by Exudation)	
Exudation Pressure, psi	111	291	471		Remarks	Gf = 1.34, and 0.0 % Retained on the 3/4" *Not Applicable	
Sample Height, Inches	2.6	2.5	2.5				
Gross Weight Mold, g	2945	2927	2932				
Tare Weight Mold, g	1825	1817	1835				
Net Sample Weight, g	1120	1110	1097				
Expansion, inches $\times 10^{-4}$	3	5	20				
Stability 2,000 (160 psi)	33/67	24/44	21/34				
Turns Displacement	6.30	5.50	4.32				
R-Value Uncorrected	36	55	68				
R-Value Corrected	38	55	68				
Dry Density, pcf	114.7	120.0	120.2				
Traffic Index	8.0	8.0	8.0				
G.E. by Stability	1.18	0.87	0.61				
G.E. by Expansion	0.01	0.02	0.07				



**AP Engineering and Testing, Inc.**

DBE | MBE | SBE

2607 Pomona Boulevard | Pomona, CA 91768

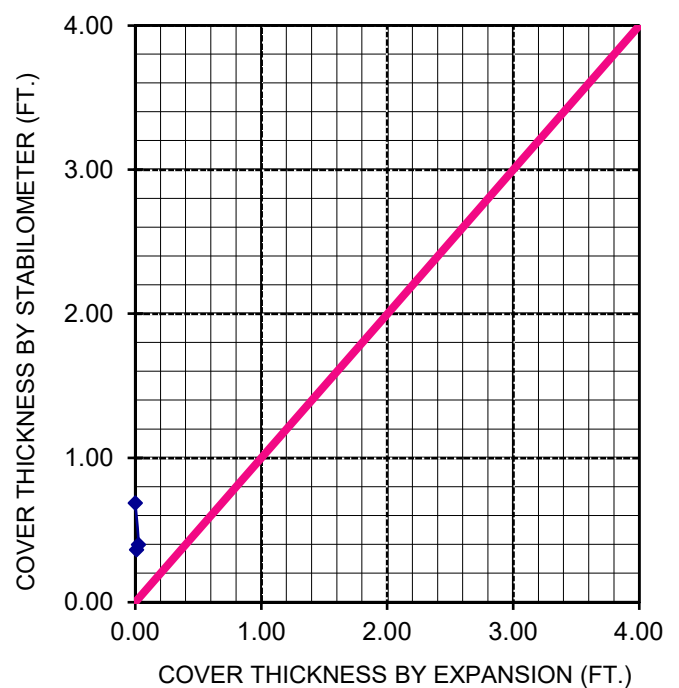
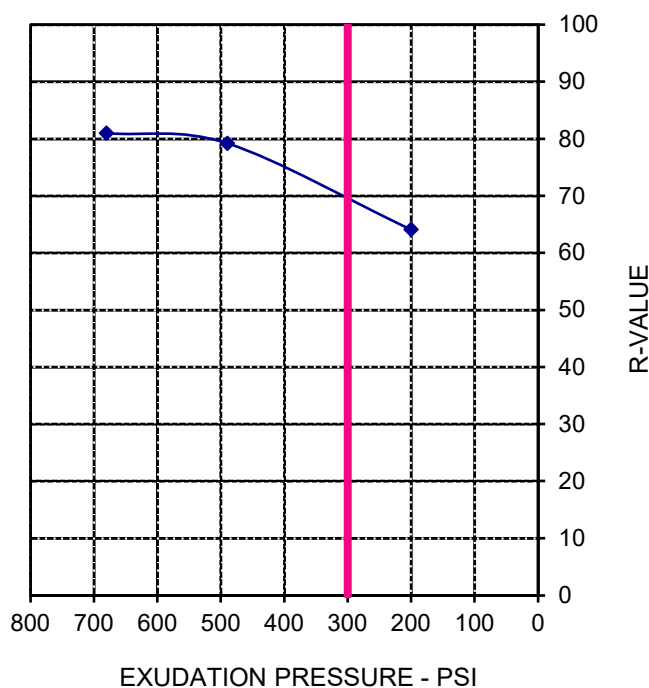
t. 909.869.6316 | f. 909.869.6318 | www.aplaboratory.com**R-VALUE TEST DATA**

CTM 301

Project Name: Pomona Street Rehab Districts 2 & 3Project Number: 24-1262Boring No.: C-19Sample No.: - Depth: SubgradeLocation: N/ASoil Description: Silty SandTested By: ST Date: 07/30/25Computed By: KM Date: 07/31/25Checked By: AP Date: 08/06/25

Mold Number	D	E	F	
Water Added, g	43	50	66	
Compact Moisture(%)	9.9	10.6	12.1	
Compaction Gage Pressure, psi	250	250	250	
Exudation Pressure, psi	680	490	200	
Sample Height, Inches	2.6	2.6	2.6	
Gross Weight Mold, g	3066	3056	2957	
Tare Weight Mold, g	1953	1963	1867	
Net Sample Weight, g	1113	1093	1089	
Expansion, inches $\times 10^{-4}$	3	8	0	
Stability 2,000 (160 psi)	11/19	11/19	21/40	
Turns Displacement	4.75	5.14	4.61	
R-Value Uncorrected	80	78	62	
R-Value Corrected	81	79	64	
Dry Density, pcf	118.0	115.1	113.2	
Traffic Index	8.0	8.0	8.0	
G.E. by Stability	0.36	0.40	0.69	
G.E. by Expansion	0.01	0.03	0.00	

R-VALUE	By Exudation:	70
	By Expansion:	*N/A
	At Equilibrium: (by Exudation)	70
Remarks	Gf = 1.34, and 0.8 % Retained on the 3/4" *Not Applicable	



APPENDIX I

UPCOMING POMONA COMMUNITY EVENT LIST

2026 UPCOMING POMONA COMMUNITY EVENTS

	Event	Time	Details	Location
Housing Rights Center Daily Events	Housing Rights Workshop, Clinics and Live Q&A	Various	Visit their Facebook page for more info.	facebook.com/HousingRightsCenter
Patria Church	Generosity Center (Food Pantry)	2nd & 4th Saturday 8:30 a.m. – 12 p.m. While supplies last	Patria Church is opening their Generosity Center	490 E La Verne Ave.
Pomona Community Wellness Center	Free Produce Distribution	Every 2nd Wednesday 12 p.m. – 2 p.m.	Come and get your fresh produce, while supplies last.	750 S Park Ave.
Pomona Community Wellness Center	Pomona Wellness Community (PWC) Events and Programs	-----	Take advantage of wellness and nutrition classes offered by the Pomona Wellness Community	More info here.
LA Care Health Plan	Free Food Pantry	Last Friday of the month 12 p.m. – 4 p.m.	In partnership with God's Pantry, distribution of free grocery items on a first come, first served basis. Free groceries, Free resources, everyone is welcome.	Pomona Community Wellness Center 696 W Holt Ave
Lopez Urban Farm	Pay-What-You-Can Take-What-You-Need	6 p.m. – 8 p.m.	Market night Wednesdays, Harvest Day Saturdays, and Bodega open daily.	1034 W Mission Blvd.
AMOCA	First Friday Pay-what-you-can	First Friday of the month 11 a.m. – 4 p.m.	Thanks to generous support from AMOCA's Board of Directors, Museum admission for First Fridays at AMOCA is pay what you can (while tickets last). Each month, visit the Museum and choose your own ticket prices!	American Museum of Ceramic Art 399 N Garey Ave.
AMOCA	Second Saturdays Docent Led Exhibition Tours	Second Saturday of the month 2 p.m. – 3 p.m.	AMOCA's docents offer a guided look into one of their current exhibitions . Second Saturday tours are free with museum admission. Docent-led tours are a great opportunity to explore the exhibition and gain insights into AMOCA's collection and galleries. Don't miss your chance to go behind the scenes and learn about the artworks on view at the museum!	American Museum of Ceramic Art 399 N Garey Ave.
Tri-City Mental Health Services	Father's Group	3rd Thursday of the month 6:30 p.m. – 8 p.m.	Hang out and connect with other parents while watching live sports games and popular movies.	Tri-City Wellness Center 1403 N Garey Ave.
Tri-City Mental Health Services	Toddler & Me	Every 1st Wednesday 6 p.m. – 7 p.m.	A support group for parents and their children to improve bonding and foster social skills through fun and interactive activities. Come have fun and explore with your child, ages 2-4. Please wear comfortable shoes.	Tri-City Wellness Center 1403 N Garey Ave.
Tri-City Wednesday/Thursday	Virtual Gardening	Various	Join TCG/ Tri-City to practice mindfulness. Learn how gardening and nature can have a positive impact on mental health and wellness.	Contact (909) 623-6131 to learn how to participate
Community Resource Center	Free In Person Fitness	-----	Exercise (Yoga, Zumba, etc.), Nutrition and Healthy Cooking, Health Education, and Children's Classes.	View calendar here
Pomona Chamber of Commerce	Networking at Noon	2nd Wednesday 11:30 a.m. – 1:30 p.m.	Join Pomona Chamber to learn about the latest trends and community happenings.	Los Primos Tacos #1
Pomona Chamber of Commerce	Coffee Connections	Last Friday of the month 9 a.m. – 12:30 a.m.	Pomona Chamber of Commerce invites you to come out and grab a cup of coffee and join in networking with	1013 San Bernardino Ave.

2026 UPCOMING POMONA COMMUNITY EVENTS

	Event	Time	Details	Location
			businesses and community leaders	
DPOA	Shop Downtown Pomona	1 st Saturday of the month 5 p.m. – 9 p.m.	A day to support and explore local shops featuring special promotions and activities throughout downtown.	Downtown Pomona 2 nd Street
DPOA	Downtown Pomona Artwalk	2 nd Saturday of the month 5 p.m. – 10 p.m.	A showcase of artists with art displays, are-gallery openings, craft vendors and live entertainment.	119 W 2 nd St.
DPOA	909 Open Market	3 rd Saturday of the month 5 p.m. – 9 p.m.	A night food market featuring various local food vendors and live entertainment.	Downtown Pomona 2 nd Street
DPOA	Walk the Beat in Downtown Pomona	4 th Saturday of the month 5 p.m. – 9 p.m.	A music-focused event with live performance, artwork, and vinyl and cassette trading.	Downtown Pomona 2 nd Street
County of LA Public Health	Chat & Connect with a Nurse	4 th Tuesdays of the month 1 p.m. – 3 p.m.	Ask your questions about health & services and get connected with the resources you need to live a healthy life!	Pomona Wellness Community
PCS Family Services	Youth Anger Management	Tues/ Thurs 5 p.m. – 6 p.m.	Classes are free. Help with triggers and cues, learn anger reductions techniques and much more! More information 909-620-0688	Zoom Classes
Pomona Valley Certified Farmers Market	Pomona Farmers Market	Every Saturday 8 a.m. – 1:30 p.m.	Farmers & Crafters Market with a big heart. Come support small businesses. Lots of vendors, from crafts, produce, tamales, bread, and honey!	Pearl St. & Garey Ave.
Community Services	Senior Social	Tuesdays 10 a.m. – 12 p.m.	Crafts, activities, exercise and fun!	Washington & Palomares Park Senior Center
Community Services	Senior Activities – Bingo	Tuesdays & Thursdays 11 a.m. – 11:45 a.m.	Senior Activities – Bingo	Washington & Palomares Community Center
Community Services	Lawn Bowling	Mondays & Wednesdays 10 a.m.	Pomona Lawn Bowling Club	451 E Arrow Hwy.
The dA Center for the Arts	PUSD Family Friday Art Night	Every 1st, 2nd and 3rd Friday of the Month during the school year from 6 p.m. – 8 p.m.	The dA Center for the Arts invites PUSD Families to connect and create in a safe and supported space. The dA offers engaging activities for you to enjoy at your own pace and they serve food and refreshments to make your Fridays easy for parents and caregivers. SIGNUP	The dA Center for the Arts 252 D South Main Street Pomona, CA 91766
American Museum of Ceramic Art	Annual High School Exhibition	Online	Since 2014, AMOCA has hosted an annual juried exhibition showcasing the remarkable talents of high school students studying the ceramic arts. This year, along with their virtual showcase, the winners of each grade category will be on display at AMOCA. All high school students in the U.S. are eligible to apply. To learn more and apply.	Online
Todd Family Community Center	Nar-anon Family Group called Out of the Fog	Every Tuesday 6:30pm In-person or via Zoom	Email: outoffthefog101@gmail.com for more information, Zoom ID & password.	676 N. Gibbs St. Pomona Or Zoom
Todd Family Community	Alcoholics Anonymous	Every Monday 6:30 pm	Alcoholics Anonymous is a fellowship of people who come together to solve their drinking problem. It doesn't cost anything to attend A.A.	676 N. Gibbs St. Pomona

2026 UPCOMING POMONA COMMUNITY EVENTS

	Event	Time	Details	Location
Center			meetings. There are no age or education requirements to participate. Membership is open to anyone who wants to do something about their drinking problem.	
Todd Family Community Center	Salsa Dancing Classes	Every Mon., Wed., and Thurs. 7-9 pm	Learn to dance salsa in a small group environment. First class free	676 N. Gibbs St. Pomona
Todd Family Community Center	Narateen	Every Wednesday, beginning June 24, 2026 online only; in person coming soon!	If you're a teen and someone important to you is an addict, you can find support in a Narateen group. Contact outofthefog101@gmail.com for Zoom information	Online only
American Museum of Ceramic Art	Spring Classes in the Studio	April - May dates and times vary	The AMOCA Ceramics Studio offers classes and workshops, studio rentals, firing services, and an artist-in-residence program. To learn more and register.	AMOCA
AMOCA	Free Admission for Recent Grads - Summer 2026	June - July, 2026	Congratulations, Grads! Here's a gift to you: free admission at AMOCA! Spring/Summer 2026 High School and College graduates can enjoy free AMOCA admission during the months of June and July! To learn more and register: https://events.humanitix.com/free-admission-for-recent-grads-summer-2026	AMOCA
Friday, June 5	Family Snack Time Bonding	4 p.m. – 5 p.m.	Join Tri-City and other families as you and your child create tasty, healthy treats together! It's a fun space to connect, explore new flavors, and build lifelong healthy habits. Register here. Space is limited.	Tri-City Wellness Center 1403 N Garey Ave.
Friday, June 5	Introductory Clay Class	5:30 p.m. - 6:30 p.m. 7:30 p.m. - 8:30 p.m.	The perfect way to get your hands dirty, relax, and have fun! In this one-day introductory class, you'll learn the basics of throwing on the potter's wheel. If you successfully create a bowl, staff will glaze and fire it after the class is completed - all included in the price. If you'd like to take the piece home with you, you can come back and pick it up.	AMOCA
Sunday, June 7	Palomares Adobe	1 p.m. – 5 p.m.	Join the Historical Society of Pomona Valley and tour the larger second adobe home of the Palomares Family in the Rancho San Jose! Tickets must be purchased online before the day of the event, \$5.	491 E Arrow Hwy.
Saturday, June 11	Grief & Loss	10 a.m. – 11:30 a.m.	Join Kennedy Austin for a class that will examine the stages of grief and provide you with strategies for dealing with them and moving beyond to face the next stage of your life.	2040 N Garey Ave.
Saturday, June 13	Love Wins	4 p.m. – 10 p.m.	Join Downtown Pomona District & Pomona Valley Pride for the 5 th Annual Pride Festival. Music *Vendors *Food* Entertainment	Downtown Pomona
Saturday, June 13	Opening Reception, Tōgei	4 p.m. – 6 p.m.	Join AMOCA for the opening reception for Tōgei: Contemporary Japanese Ceramics. Explores Japan's ceramic tradition and its evolution from functional wares to	AMOCA

2026 UPCOMING POMONA COMMUNITY EVENTS

	Event	Time	Details	Location
			modern artistic expression. Free with advanced registration .	
Sat, June 13 – Sun, June 14	Camp and Connect	Sat. @ 3 p.m. – Sun. @ 10 a.m.	Offers families a fun and safe introduction to camping. Families enjoy games, a movie, snacks, and a pancake breakfast on Sunday morning.	Palomares Park
Sunday, June 14	Casa Primera Tour	2 p.m. – 5 p.m.	Join the Historical Society of Pomona Valley and tour the adobe that the Palomares family was living in while they built the larger Palomares Adobe! Tickets must be purchased online before the day of the event, \$5.	1569 N Park Ave.
Monday, June 15	City Council Meeting	7 p.m.	Regular City Council Meeting. Read the agenda here . Watch on Spectrum/FIOS Ch. 29 and at Pomona Live Streaming .	City Council Chambers
Wednesday, June 17	District 6 Area Commander Meeting	6 p.m.	Receive police updates for our District 6 community. Pomona PD Work Groups: Quality of Life H.E.A.R.T., Traffic Bureau, Procedural Justice & Police Encounters.	Palomares Park Community Center
Saturday, June 20	Go Skateboarding Day	12 p.m. – 4 p.m.	This global event brings together approximately skaters of all levels, promoting creativity, inclusivity, healthy living, and community spirit.	Shaun Diamond Plaza
Saturday, June 20	2 nd Annual Summer BBQ	11 a.m. – 2 p.m.	Assemblymember Michelle Rodriguez invites you to a community celebration, the perfect chance to connect with neighbors, explore local resources, receive legislative updates, recognize outstanding leaders, and enjoy the summer sunshine with family and friends.	Aguiar Square 13191 6 th Street, Chino
Saturday, June 20	Clay Play - Key Ring Dishes	2:30 p.m. – 3:30 p.m.	Looking to fill your Saturday with fun, exciting activities that are all about clay? Come to AMOCA the third Saturday of every month for our Clay Play all ages workshops.	AMOCA
Sunday, June 21	Phillips Mansion Tour	2 p.m. – 5 p.m.	Join the Historical Society of Pomona Valley and tour the home everyone has been talking about. Built in 1875, with piped gas for heat and lights, the Phillips Mansion was the first red brick building built anywhere near the Pomona Valley! Tickets must be purchased online before the day of the event, \$10.	2640 Pomona Blvd.
Friday, June 26	Movies in the Park <i>Hoppers</i>	-----	Join us for six weeks of free, family-friendly activities and screenings of movie favorites. Bring your blankets, lawn chairs, and snacks.	Ted Greene Park
Saturday, June 27	Free Health Fair	10 a.m. - 2 p.m.	Join Los Angeles American Indian Health Centers and Sacred Path Indigenous Wellness Center for a free health fair and meet-n-greet event. The health fair and services will be open to all.	255 W Mission
Saturday, June 27	Summer Studio Sale	1 p.m. – 5 p.m.	Discover one-of-a-kind art pieces created by talented local artists! From functional pottery to stunning decorative	AMOCA

2026 UPCOMING POMONA COMMUNITY EVENTS

	Event	Time	Details	Location
			pieces, you'll find unique, handcrafted art you won't see anywhere else.	
Saturday, June 27	Opening Reception, Fractured Foundations	4 p.m. – 6 p.m.	Fractured Foundations coincides with the 250th anniversary of the founding of the United States. AMOCA invited ceramic artists to reconsider a historical event through the lens of contemporary art, challenging historical narratives and offering a more accurate perspective on our country.	AMOCA
Friday, July 3	Movies in the Park <i>McFarland USA</i>	-----	Join us for six weeks of free, family-friendly activities and screenings of movie favorites. Bring your blankets, lawn chairs, and snacks.	Westmont Park
Sunday, July 5	Palomares Adobe	1 p.m. – 5 p.m.	Join the Historical Society of Pomona Valley and tour the larger second adobe home of the Palomares Family in the Rancho San Jose! Tickets must be purchased online before the day of the event, \$5.	491 E Arrow Hwy.
Monday, July 6	City Council Meeting	7 p.m.	Regular City Council Meeting. Read the agenda here . Watch on Spectrum/FIOS Ch. 29 and at Pomona Live Streaming .	City Council Chambers
Friday, July 10	Movies in the Park <i>Detective Pikachu</i>	-----	Join us for six weeks of free, family-friendly activities and screenings of movie favorites. Bring your blankets, lawn chairs, and snacks.	Jaycee Park
Sunday, July 12	Barbara Greenwood Kindergarten	2 p.m. – 5 p.m.	Join the Historical Society of Pomona Valley and tour the kindergarten build for the teacher that introduced the idea of kindergarten to American schools! Tickets must be purchased online before the day of the event. \$5	332 W McKinley Ave.
Friday, July 17	Movies in the Park <i>Mario Galaxy Movie</i>	-----	Join us for six weeks of free, family-friendly activities and screenings of movie favorites. Bring your blankets, lawn chairs, and snacks.	Washington Park
Sunday, July 19	Phillips Mansion Tour	2 p.m. – 5 p.m.	Join the Historical Society of Pomona Valley and tour the home everyone has been talking about. Built in 1875, with piped gas for heat and lights, the Phillips Mansion was the first red brick building built anywhere near the Pomona Valley! Tickets must be purchased online before the day of the event, \$10.	2640 Pomona Blvd.
Monday, July 20	City Council Meeting	7 p.m.	Regular City Council Meeting. Read the agenda here . Watch on Spectrum/FIOS Ch. 29 and at Pomona Live Streaming .	City Council Chambers
Friday, July 24	Movies in the Park <i>The Goonies</i>	-----	Join us for six weeks of free, family-friendly activities and screenings of movie favorites. Bring your blankets, lawn chairs, and snacks.	Tony Cerda Park
Friday, July 31	Movies in the Park	-----	Join us for six weeks of free, family-friendly activities and	Dive-In at Ganesha Park

2026 UPCOMING POMONA COMMUNITY EVENTS

	Event	Time	Details	Location
	<i>Lilo and Stitch</i>		screenings of movie favorites. Bring your swim trunks, chairs, and snacks.	
Saturday, August 1	Giveback Skate Event	10 a.m. – 1 p.m.	Youth receive backpacks and school supplies, while supplies last.	Palomares Park
Saturday, August 1	Tierra, Libertad y Pasión	6 p.m.	Step into a powerful story told through dance. Tierra, Libertad y Pasión follows a family's journey through the Mexican Revolution, where sacrifice, courage, and love shape their destiny. As time passes, the next generation finds its place in the dazzling world of cabaret and Salón México, blending history, culture, and passion on stage.	Fox Theater
Monday, August 3	City Council Meeting	7 p.m.	Regular City Council Meeting. Read the agenda here . Watch on Spectrum/FIOS Ch. 29 and at Pomona Live Streaming .	City Council Chambers
Saturday, August 8	Grief & Loss	10 a.m. – 11:30 a.m.	Join Kennedy Austin for a class that will examine the stages of grief and provide you with strategies for dealing with them and moving beyond to face the next stage of your life.	2040 N Garey Ave.
Saturday, August 15	Annual Adobe BBQ	TBD	Join the Historical Society of Pomona Valley for their Annual BBQ!	Palomares Adobe 491 E Arrow Hwy.
Thursday, September 10	Back to School Backpack Giveaway	TBD	Join Kennedy Austin for this Backpack Giveaway!	2040 N Garey Ave.
Monday, September 14	City Council Meeting	7 p.m.	Regular City Council Meeting. Read the agenda here . Watch on Spectrum/FiOS Ch. 29 and at Pomona Live Streaming .	City Council Chambers
Saturday, September 19	Clean-up, Shred Event and HHW Event	8 a.m. – 12 p.m.	Clean-up, Shred Event and HHW Event	Palomares Park
Monday, September 21	City Council Meeting	7 p.m.	Regular City Council Meeting. Read the agenda here . Watch on Spectrum/FiOS Ch. 29 and at Pomona Live Streaming .	City Council Chambers
Monday, October 5	City Council Meeting	7 p.m.	Regular City Council Meeting. Read the agenda here . Watch on Spectrum/FiOS Ch. 29 and at Pomona Live Streaming .	City Council Chambers
Saturday, October 10	7 th Annual Courage Awards Luncheon	TBD	7 th Annual Courage Awards Luncheon	2040 N Garey Ave.
Saturday, October 10	Clean-up & Shred Event	8 a.m. – 12 p.m.	Clean-up & Shred Event	Washinton Park
Saturday, October 10	Grief & Loss	10 a.m. – 11:30 a.m.	Join Kennedy Austin for a class that will examine the stages of grief and provide you with strategies for dealing with them and moving beyond to face the next stage of your life.	2040 N Garey Ave.
Monday, October 19	City Council Meeting	7 p.m.	Regular City Council Meeting. Read the agenda here . Watch on Spectrum/FiOS Ch. 29 and at Pomona Live Streaming .	City Council Chambers

2026 UPCOMING POMONA COMMUNITY EVENTS

	Event	Time	Details	Location
Fri & Sat, October 23-24	Haunted House	6 p.m.- 9 p.m.	Haunted House	Palomares Park
Monday, November 2	City Council Meeting	7 p.m.	Regular City Council Meeting. Read the agenda here . Watch on Spectrum/FIOS Ch. 29 and at Pomona Live Streaming .	City Council Chambers
Monday, November 16	City Council Meeting	7 p.m.	Regular City Council Meeting. Read the agenda here . Watch on Spectrum/FiIOS Ch. 29 and at Pomona Live Streaming .	City Council Chambers
Friday, November 20	Turkey Give-Away	TBD	Kennedy Austin's Turkey Give-Away	2040 N Garey Ave.
Saturday, November 21	Christmas on Columbia Decorating Activities	9 a.m. – 5 p.m.	Christmas on Columbia is actively seeking volunteers. Lunch will be provided, and service hours will be offered to high school students and others who require them.	400 Block of W Columbia
Saturday, December 5	Christmas on Columbia Kick-Off Event	4 p.m. – 9 p.m.	Attendees are invited to enjoy entertainment, access information and resources, and explore a variety of food vendors. Trolley service will be available for remote parking, transporting guests from Ganesha Park to the event location.	400 Block of W Columbia
Monday, December 7	City Council Meeting	7 p.m.	Regular City Council Meeting. Read the agenda here . Watch on Spectrum/FiIOS Ch. 29 and at Pomona Live Streaming .	City Council Chambers
Saturday, December 12	Grief & Loss	10 a.m. – 11:30 a.m.	Join Kennedy Austin for a class that will examine the stages of grief and provide you with strategies for dealing with them and moving beyond to face the next stage of your life.	2040 N Garey Ave.
Monday, December 7	City Hall Lighting Ceremony	6 p.m. – 7:30 p.m.	City Hall Lighting Ceremony	City Hall
Saturday, December 12	Holiday at the Plaza	3 p.m. – 9 p.m.	Holiday at the Plaza	Shaun Diamond Plaza
Monday, December 21	City Council Meeting	7 p.m.	Regular City Council Meeting. Read the agenda here . Watch on Spectrum/FiIOS Ch. 29 and at Pomona Live Streaming .	City Council Chambers