General Info

Total:

$6,084,522.50

Number

24-02-C

Deadline

05/01/2025 02:00 PM PDT

Vendor

Avison Construction, Inc.

Submitted

05/01/2025 01:49 PM PDT

Signed by

Curtis Short **Account Holder**
Curtis Short

Opened

05/01/2025 02:06 PM PDT **By**
jwongsing@fresnocountyca.gov

Description

Jensen Avenue Improvements
West Avenue to Fig Avenue (MLK Boulevard)

The work to be done consists, in general, of reconstructing approximately 1.5 miles of Jensen Avenue from West Avenue to Fig Avenue (also known as MLK Blvd). The road will be reconstructed using a Full-Depth Reclamation with Cement method. The road work includes construction of new curb ramps, adjusting sewer manholes, signage and striping, and other miscellaneous items. A new ductile iron water pipeline will also be installed, replacing an existing asbestos water pipeline to be abandoned in place. Coordination with City of Fresno Public Utilities Department will be necessary to arrange the tie-in to existing system. The pipe replacement also involves installation of new water meters, fire hydrants, valves, and other appurtenant work. Some Fresno Metropolitan Flood Control District (FMFCD) master storm drain facilities shall also be installed as part of the work.

The DBE Contract Goal is 17% percent.

Federal Project Number: STPL-5942(296) and STPL-5942(289)

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

Attachment List

Project Website
RFC form, bid opening details, any Supplemental Information including RFC responses, prebid conference information, etc.

Specifications (16 MB)
Specifications (16 MB)

Plans (13 MB)
Plans (13 MB)

Instructions for Completing the Bid Book
Instructions for Completing the Bid Book

Addendum 1
Addendum 1

Proposal to the County of Fresno - Proposal 1

Proposal to the County of Fresno

hereinafter called the Owner

JENSEN AVENUE IMPROVEMENTS

WEST AVENUE TO FIG AVENUE (MLK BOULEVARD)

FEDERAL PROJECT NUMBER: STPL-5942(296) and STPL-5942(289)

The work embraced herein shall be done in accordance with the 2023 Standard Specifications and with the 2023 Standard Plans, of the State of California, Department of Transportation insofar as the same may apply and in accordance with these special provisions.

Except to the extent that they may conflict with these special provisions, revised Standard Specifications apply to the extent included in the section entitled “Project Details” of the book entitled “Specifications."

The work to be done is shown on a set of Plans, Department File No. 11290, entitled: “Jensen Avenue Improvements West Avenue to Fruit Avenue” and “Jensen Avenue Improvements Fruit Avenue to Fig Avenue.”

The undersigned, as bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that they have carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and they propose and agree if this proposal is accepted, that they will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that they will take in full payment therefor the following unit prices, to-wit:

Bid Item List - Road Reconstruction - Proposal 2A

$4,009,837.50

Item No.	Quantity	Unit	Item Description	Item Price	Extension
1	6	EA	FEDERAL TRAINEE PROGRAM	$1,000.00	$6,000.00
2	170,000	$	SUPPLEMENTAL WORK (PAYMENT ADJUSTMENTS FOR PRICE INDEX	$1.00	$170,000.00
					Total: $4,009,837.50

Item No.	Quantity	Unit	Item Description	Item Price	Extension
			FLUCTUATIONS)		
3	2	EA	CONSTRUCTION PROJECT INFORMATION SIGN	$2,000.00	$4,000.00
4	1	LS	TRAFFIC CONTROL SYSTEM (Road Reconstruction)	$62,500.00	$62,500.00
5	1	LS	PREPARE AND IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN	$1,000.00	$1,000.00
6	1	EA	STORM WATER ANNUAL REPORT	$500.00	$500.00
7	1,000	$	STATE WATER RESOURCES CONTROL BOARD NOTICE OF INTENT FILING FEE	$1.00	$1,000.00
8	1	LS	JOB SITE MANAGEMENT	$500.00	$500.00
9	1	LS	DUST CONTROL PLAN	$1,000.00	$1,000.00
10	1	LS	LEAD COMPLIANCE PLAN	$2,500.00	$2,500.00
11	1	LS	DEMO EXISTING CONCRETE (RAMP, SIDEWALK, C&G & VAULT)	$7,000.00	$7,000.00
12	4	EA	REMOVE AND DISPOSE SIGN	$200.00	$800.00
13	1	LS	TEMPORARY MAILBOX	$2,500.00	$2,500.00
					Total: $4,009,837.50

Item No.	Quantity	Unit	Item Description	Item Price	Extension
14	1	LS	CLEARING AND GRUBBING	$15,000.00	$15,000.00
15	12,230	CY	ROADWAY EXCAVATION - Final Pay Item	$40.00	$489,200.00
16	519	CY	SHOULDER BACKING - Final Pay Item	$30.00	$15,570.00
17	1	LS	FINISHING ROADWAY	$1,000.00	$1,000.00
18	2,036	CY	PULVERIZED MATERIAL & MATERIAL HANDLING (STA 72+43 TO STA 83)	$9.00	$18,324.00
19	32,275	SY	1-FOOT FULL DEPTH RECLAMATION WITH CEMENT (FDR-C) - Final Pay Item	$14.00	$451,850.00
20	10,293	SY	1.25-FOOT FULL DEPTH RECLAMATION WITH CEMENT (FDR-C) - Final Pay Item	$16.00	$164,688.00
21	75,000	LBS	INCREASE OR DECREASE IN CEMENT FOR FDR-C METHOD	$0.11	$8,250.00
22	17,623	TON	HOT MIX ASPHALT (TYPE A 3/4" GRADING)	$110.00	$1,938,530.00
23	22	TON	MINOR HOT MIX ASPHALT	$145.00	$3,190.00
24	152	SY	PLACE MINOR HMA MISCELLANEOUS AREAS	$80.00	$12,160.00
					Total: $4,009,837.50

Item No.	Quantity	Unit	Item Description	Item Price	Extension
25	155	LF	PLACE AC DIKE TYPE E (MINOR HMA)	$20.00	$3,100.00
26	223	LF	PLACE AC DIKE TYPE A (MINOR HMA)	$20.00	$4,460.00
27	34	TON	TACK COAT	$1,000.00	$34,000.00
28	5	LF	18 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS III	$190.00	$950.00
29	179	LF	18 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS IV	$175.00	$31,325.00
30	219	LF	18 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS V OR CLASS IV W/ SPECIAL BEDDING	$180.00	$39,420.00
31	21	LF	36 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS III	$600.00	$12,600.00
32	20	LF	36 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS IV	$620.00	$12,400.00
33	16	LF	36 INCH RUBBER GASKET REINFORCED CONCRETE	$700.00	$11,200.00
					Total: $4,009,837.50

Item No.	Quantity	Unit	Item Description	Item Price	Extension
			PIPE CLASS V		
34	425	LF	TEMPORARY TRENCH RESURFACING – STORM DRAIN SYSTEM	$18.00	$7,650.00
35	1	EA	TYPE A CASE I MANHOLE	$20,000.00	$20,000.00
36	1	EA	TYPE A CASE II MANHOLE	$25,000.00	$25,000.00
37	1,305	SF	MINOR CONCRETE (CURB RAMP & SIDEWALK)	$16.00	$20,880.00
38	142	LF	INSTALL CURB AND GUTTER	$72.00	$10,224.00
39	108	SF	DETECTABLE WARNING SURFACE	$42.00	$4,536.00
40	8	EA	ADJUST WATER VALVE LID TO GRADE	$1,200.00	$9,600.00
41	16	EA	ADJUST MANHOLE LID TO GRADE	$2,500.00	$40,000.00
42	2	EA	ADJUST PULL BOX LID TO GRADE	$2,000.00	$4,000.00
43	7	EA	SURVEY MONUMENT	$800.00	$5,600.00
44	5	EA	INSTALL NEW CHANNELIZER	$200.00	$1,000.00
45	28	EA	ROADSIDE SIGN - ONE POST	$700.00	$19,600.00
46	385	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 8)	$0.60	$231.00
					Total: $4,009,837.50

Item No.	Quantity	Unit	Item Description	Item Price	Extension
47	6,119	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 22)	$4.00	$24,476.00
48	1,805	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 29)	$8.00	$14,440.00
49	413	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 38)	$2.00	$826.00
50	60	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 38A)	$2.00	$120.00
51	21,130	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 39)	$1.00	$21,130.00
52	800	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 39A)	$1.00	$800.00
53	3,056	LF	THERMOPLASTIC DIAGONAL AND CHEVRON TRAFFIC STRIPE (6" WHITE)	$4.00	$12,224.00
54	208	LF	THERMOPLASTIC TRAFFIC STRIPE (12" WHITE) - LIMIT LINE	$8.00	$1,664.00
55	674	LF	THERMOPLASTIC TRAFFIC STRIPE (12" YELLOW) - CROSSWALK	$8.00	$5,392.00
56	186	SF	THERMOPLASTIC PAVEMENT MARKINGS	$9.00	$1,674.00
					Total: $4,009,837.50

Item No.	Quantity	Unit	Item Description	Item Price	Extension
57	785	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 26)	$2.00	$1,570.00
58	2,771	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 27B)	$1.00	$2,771.00
59	361	LF	THERMOPLASTIC DIAGONAL YELLOW STRIPE 8" WIDE	$6.50	$2,346.50
60	5	EA	BLUE FIRE HYDRANT MARKER	$8.00	$40.00
61	663	EA	RETROREFLECTIVE PAVEMENT MARKER (TYPE D)	$8.00	$5,304.00
62	43	EA	RETROREFLECTIVE PAVEMENT MARKER (TYPE G AND H)	$8.00	$344.00
63	244	SF	PAINT PAVEMENT MARKINGS (BIKE SYMBOL AND ARROWS)	$6.00	$1,464.00
64	378	LF	PAINT AC DIKE WHITE	$3.00	$1,134.00
65	520	SF	GREEN TRAFFIC PAINT MMA	$14.00	$7,280.00
66	6,000	LF	REMOVE YELLOWLINE TRAFFIC STRIPE CONTAINING LEAD	$2.50	$15,000.00
67	1	LS	MOBILIZATION	$195,000.00	$195,000.00
					Total: $4,009,837.50

Bid Item List - Pipeline Replacement - Proposal 2A

$2,074,685.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
68	1	LS	MOBILIZATION (WATER INFRASTRUCTURE REPLACEMENT)	$100,000.00	$100,000.00
69	10,000	$	MEDIATOR (OWNER'S 50% SHARE, PG. 2.53 OF GENERAL CONDITIONS)	$1.00	$10,000.00
70	1	LS	TRAFFIC CONTROL, DETOURS AND ACCESS (WATER INFRASTRUCTURE REPLACEMENT)	$30,000.00	$30,000.00
71	1	LS	DUST CONTROL PLAN (WATER INFRASTRUCTURE REPLACEMENT)	$500.00	$500.00
72	1	LS	PREPARE AND IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN (WATER INFRASTRUCTURE REPLACEMENT)	$1,000.00	$1,000.00
73	1	LS	WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND	$19,000.00	$19,000.00
74	1	LS	TRENCH PROTECTION	$1,100.00	$1,100.00
75	7,050	LF	TEMPORARY	$8.50	$59,925.00
					Total: $2,074,685.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
			TRENCH RESURFACING (WATER INFRASTRUCTURE)		
76	22	EA	FURNISH AND INSTALL 1-INCH WATER SERVICE AND METER BOX	$4,100.00	$90,200.00
77	1	EA	FURNISH AND INSTALL 1.5-INCH WATER SERVICE AND METER BOX	$4,400.00	$4,400.00
78	1	EA	FURNISH AND INSTALL 2-INCH WATER SERVICE AND METER BOX	$5,200.00	$5,200.00
79	24	EA	CONNECT WATER SERVICE AT METER BOX	$260.00	$6,240.00
80	24	EA	CONNECT WATER SERVICE TO EXISTING LEAD LINE (FRONT)	$600.00	$14,400.00
81	24	EA	FURNISH AND INSTALL GROUNDING ROD	$700.00	$16,800.00
82	290	LF	FURNISH AND INSTALL 1.5-INCH SCH 40 PVC ON-SITE LEAD LINE	$42.00	$12,180.00
83	30	LF	FURNISH AND INSTALL 2-INCH SCH 40 PVC ON-SITE LEAD LINE	$43.00	$1,290.00
					Total: $2,074,685.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
84	190	LF	FURNISH AND INSTALL 8-INCH CL 350 DUCTILE IRON WATER MAIN	$325.00	$61,750.00
85	5,600	LF	FURNISH AND INSTALL 16-INCH CL 350 DUCTILE IRON WATER MAIN	$210.00	$1,176,000.00
86	3	EA	FURNISH AND INSTALL 8-INCH GATE VALVE	$2,300.00	$6,900.00
87	10	EA	FURNISH AND INSTALL 16-INCH BUTTERFLY VALVE	$8,500.00	$85,000.00
88	10	EA	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY	$16,000.00	$160,000.00
89	3	EA	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY WITH DELINEATORS	$20,000.00	$60,000.00
90	160	SF	CONCRETE SIDEWALK OR WALKWAY REPAIR AND RECONSTRUCTI ON	$20.00	$3,200.00
91	1	EA	TEMPORARY BACKFLOW ASSEMBLY	$30,000.00	$30,000.00
92	24	EA	ABANDONMENT OF OLD WATER SERVICE, METERS, AND METER BOXES	$600.00	$14,400.00
93	1	LS	CITY OF	$100.00	$100.00
					Total: $2,074,685.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
			FRESNO PLUMBING AND ELECTRICAL PERMIT		
94	1	LS	COUNTY OF FRESNO ENCROACHMENT PERMIT	$100.00	$100.00
95	1	LS	MISCELLANEOUS FACILITIES AND OPERATIONS	$80,000.00	$80,000.00
96	25,000	$	SUPPLEMENTAL WORK	$1.00	$25,000.00
					Total: $2,074,685.00

Evaluation of Bid Item List - Proposal 3

Abbreviations used in the bid proposal sheet are identified in Section 1-1.06, “Abbreviations,” of these special provisions.

Bids are required for the entire work. Bids will be compared on the basis indicated in the Notice to Bidders. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the Owner's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.
If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within eight (8) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

Bid Security - Proposal 4

Bond Percentage

10.00%

Guarantee Method *

Cash, Cashier's Check,
Certified Check, Paper Bid
Bond, Scan of Paper Bid
Bond

Cash, Cashier's Check, Certified Check, Paper Bid Bond, Scan of Paper Bid Bond

Confirmation *

I have provided a Paper Bid Bond for the Bid Security Amount above prior to the solicitation deadline.

You must either attach an electronic bid bond here or provide an original bid bond (or other form of bid security authorized by Public Contract Code Section 20129(a)) to the office location according to the instructions in the Notice to Bidders ***prior to*** the bid opening.

Addendum Acknowledgement - Proposal 4

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:**

(Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)

Type N/A if no addenda were issued. Click "+" to add additional fields.

Addendum No. *

1

Dated *

4/30/25

Bidder Signature - Proposal 4

Business Name *

Avison Construction, Inc.

Note: If bidder or other interested person is a corporation, state legal name of corporation. If bidder is a co-partnership, state true *name of firm.*

Type of Business *

Corporation - list Officers

Business Owners and Officers Names *

Curtis Short - President
Stephen Avila - Vice President
Christopher Avila - CFO/Secretary

Note: If bidder or other interested person is:

- *a corporation, list names of the president, secretary, treasurer and manager thereof*
- *a partnership, list names of all individual co-partners composing firm.*
- *an individual, state first and last name in full.*

Names of Owners and Key Employees *

Curtis Short - President
Stephen Avila - Vice President
Christopher Avila - CFO/Secretary

Note: List majority owners of your firm. If multiple owners, list all. Also include anyone, including key employees, who are actively

promoting the contract. (SB1439)

Licensed in accordance with an act providing for the registration of Contractors:

Class *

A, C31

Contractor License No. * **Expires ***

823535 5/31/25

DIR Registration Number *

1000003258

Business Address *

40434 Brickyard Drive, Madera, CA

Zip Code *

93636

Mailing Address *

40434 Brickyard Drive, Madera, CA

Zip Code *

93636

Business Phone * **Fax Number**

(559) 431-0317 (559) 431-0321

E-mail Address *

cshort@avisoninc.com

Signature of Bidder *

Curtis Short

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, bidder signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Non-Collusion Declaration - Proposal 5

FEDERAL PROJECT NUMBER: STPL-5942(296) and STPL-5942(289)

To the County of Fresno:

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID*

The undersigned declares:

I am the (Choose one of the following options): *

Corporate Officer

If Corporate Officer please list Title:

President

of (Business Name): *

Avison Construction, Inc.

the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

Date: *

May 1, 2025

at City, State: *

Madera, CA

Signature: *

Curtis Short

(See Title 23 United States Code Section 112; Calif Public Contract Code Section 7106)

*NOTE: Completing, signing, and returning the Non-Collusion Declaration is a required part of the Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code - Proposal 6-7

Public Contract Code Section 10285.1 Statement - Proposal 6

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder

Choose an option: *

Has not been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire - Proposal 7

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

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

Choose an option: *

No

If the answer is No, please type N/A. If the answer is Yes, explain the circumstances in the following space. *

N/A

Public Contract Code Section 10232 Statement - Proposal 7

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

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Subcontractors - Proposal 8(a)

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total bid presented herewith **or $10,000, whichever is greater.** Each listed subcontractor's name, location of business and description of work, and both their contractor's license number and public works contractor registration number, issued pursuant to Section 1725.5 of the Labor Code, are REQUIRED, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE, OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields.

Subcontractor: *

Pavement Recylcing Systems

Business Address *

10240 San Sevaine Way, Jurupa Valley, CA 91752

Class

A, C12

License No. *

569352

DIR Registration No. *

1000003363

Item No. or Description of Work *

FDR-C

Dollar Amount: **OR** **Percentage of Total Bid:**

7%

Email Address:

aperez@pavementrecycling.com

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 1

Subcontractor: *

KRC Safety Co.

Business Address *

7821 W. Sunnyview, Visalia, CA 93291

Class

A, C31

License No. *

507950

DIR Registration No. *

1000004730

Item No. or Description of Work *

Traffic Control

Dollar Amount: **OR** **Percentage of Total Bid:**

1%

Email Address:

kylet@krcsafety.com

Subcontractors - Proposal 8(b)

Optional: Vendor is not required to complete.

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields.

Subcontractor: *

West Valley Construction

Business Address *

1981 N Parkway Drive, Fresno, CA 93705

Class

A, C36

License No. *

174968

DIR Registration No. *

1000002493

Item No. or Description of Work *

Underground

Dollar Amount: **OR** **Percentage of Total Bid:**

32.50%

Email Address:

lbontogon@wvcc.com

Subcontractors - Proposal 8(c)

Optional: Vendor is not required to complete.

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields.

Subcontractor: *

Specialized Pavement Markings

Business Address *

6868 Avenue 305, Goshen, CA 93227

Class

C32

License No. *

854894

DIR Registration No. *

1000886659

Item No. or Description of Work *

Striping & Signs

Dollar Amount:	**OR**	**Percentage of Total Bid:**
		2.00%

Email Address:

kyle.tyler@spmnw.com

California Code of Regulations: General Requirements for In-Use Off-Road Diesel-Fueled Fleets - Proposal 9

In conformance with Title 13 § 2449(i), bidders will be required to attach copies of valid Certificates of Reported Compliance for the fleet selected for the contract and their listed subcontractors.

Before May 15th of each year, the prime contractor must collect a new valid Certificate of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement. Annual renewals must be provided to the Resident Engineer at least one week prior to the expiration date of the current certificate.

https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements

Choose all that apply:

☑ **Bidder's Certificate of Reported Compliance has been attached to the bid.**

☐ **Bidder does not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4).**

☐ **Listed subcontractors' Certificate of Reported Compliance have been attached.**

☐ **The following subcontractors do not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4):**

Subcontractors

☑ **Additional information regarding subcontractor fleets and/or certificates will be submitted within five (5) calendar days of the bid opening.**

FAILURE TO PROVIDE THE CERTIFICATES OF REPORTED COMPLIANCE AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE.

Certification With Regard To The Performance Of Previous Contracts Or Subcontracts Subject To The Equal Opportunity Clause And The Filing Of Required Reports - Proposal 10

The bidder or proposed subcontractor hereby certifies that they

Please choose an option below *

have participated

in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that they

Please select an option below *

have filed

with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Company *

Avison Construction, Inc.

By: *

Curtis Short

Title *

President

Date *

May 1, 2025

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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

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

Title 49, Code Of Federal Regulations, Part 29 - Debarment And Suspension Certification - Proposal 11

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

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If no exceptions enter "No Exceptions." If there are any exceptions to this certification, insert the exceptions in the following space: *

No exceptions

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility.

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Declaration and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Company *

Avison Construction, Inc.

By *

Curtis Short

Date *

May 1, 2025

Title *

President

Nonlobbying Certification For Federal-Aid Contracts - Proposal 12

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

(1) 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 awarding of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

Bidder *

Avison Construction, Inc.

By *

Curtis Short

Date *

May 1, 2025

Title *

President

Disclosure of Lobbying, DBE Forms, and Bidders List of Subcontractors - Proposal 13-17

OMB 0348-0046 Disclosure of Lobbying Activities - Proposal 13 (223 KB)
Disclosure of Lobbying Activities

Exhibit 15G Constructions Contract DBE Commitment - Proposal 14 (2.76 MB)
LAPM Exhibit 15-G Construction Contract DBE Commitment
Form

Exhibit 9I DBE Confirmation - Proposal 15 (209 KB)
LAPM Exhibit 9-I DBE Confirmation

Exhibit 15H Proposer Contractor Good Faith Efforts - Proposal 16 (730 KB)
LAPM Exhibit 15-H DBE Information - Good Faith Effort

Exhibit 12B Bidder's List of Subcontractors - Proposal 17 (564 KB)
LAPM Exhibit 12-B Bidder's List of Subcontractors

Opt Out of Payment Adjustments for Price Index Fluctuations - Proposal 18

Optional: Vendor is not required to complete.

You may opt out of the payment adjustments for price index fluctuations as specified in Section 2-1.31, “OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS,” of the special provisions.

You can only elect to opt out of payment adjustments for price index fluctuations of if you complete this form and submit it with your bid. The individual signing this form must be duly authorized to sign a bid.

By signing this form, I hereby opt out of the payment adjustments for price index fluctuations for the above-named project.

Bidder: *

No bid

Name (Printed): *

No bid

Signature: *

No bid

Title: *

No bid

Guaranty - Proposal 19

Optional: Vendor is not required to complete.

(This guaranty shall be executed by the successful bidder in accordance with instructions in the special provisions. The bidder may execute the guaranty on this page at the time of submitting their bid.)

G U A R A N T Y

To the Owner: County of Fresno

CONTRACT NUMBER 24-02-C

The undersigned guarantees the construction and installation of the following work included in this project:

ALL WORK

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner.

Date: *

May 1, 2025

Name (Printed): *

Curtis Short

Signature: *

Curtis Short

Title: *

President

Contractor: *

Avison Construction, Inc.

Required Documents

Name	Omission Terms	Submitted File
Electronic Bid Bond - Scan of Bid Bond Scan of Notarized Paper Bid Bond with original due by 4pm on the 5th calendar day after the bid opening.	I have already provided a bid bond, i.e. through an electronic Surety above or to the public works office prior to the deadline.	BID BOND SCANNED.pdf
OMB 0348-0046 Disclosure of Lobbying Activites - Proposal 13 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352	Submit disclosure if needed.	Lobbying Activities_Signed.pdf
Exhibit 15-G Construction Contract DBE Commitment - Proposal 14 Local Assistance Procedures Manual Exhibit 15-G Construction Contract DBE Commitment Form	Due by 4pm on the 5th calendar day after bid opening.	I am not enclosing this document because the omission terms have been met.
Exhibit 9-I DBE Confirmation - Proposal 15 Local Assistance Procedures Manual Exhibit 9-I DBE Confirmation Form	Due by 4pm on the 5th calendar day after bid opening for each participating DBE with each DBE's quotes.	I am not enclosing this document because the omission terms have been met.
Exhibit 15-H Proposer/Contractor Good Faith Effort - Proposal 16 Local Assistance Procedures Manual Exhibit 15-H DBE Information - Good Faith Effort	If DBE Goal not met, submit with 15-G by 4pm on the 5th calendar day after bid opening.	I am not enclosing this document because the omission terms have been met.
Exihibt 12B Bidder's List of Subcontractors - Proposal 17 Local Assistance Procedures Manual Exhibit 12-B Bidder's List of Subcontractors	Due by 4pm on the 5th calendar day after bid opening unless no subcontractors are listed on bid.	I am not enclosing this document because the omission terms have been met.
CARB Certification of Reported Compliance - Bidder Valid CARB Certification of Reported Compliance - Bidder	Does not have a fleet subject to this regulation.	Avison CARB Exp 2026.pdf
CARB Certification(s) of Reported Compliance - Subcontractors Valid CARB Certification(s) of Reported Compliance - Subcontractors	Due by 4pm on the 5th calendar day after bid opening or no listed subcontractors have a fleet subject to this regulation.	I am not enclosing this document because the omission terms have been met.
8 Required Documents		

Additional Documents (Use if needed)

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Not Required Extra Space if needed	Extra space not needed	I am not enclosing this document because the omission terms have been met.
Not Required Extra Space if needed	Extra space not needed	I am not enclosing this document because the omission terms have been met.
Not Required Extra Space if needed	Extra space not needed	I am not enclosing this document because the omission terms have been met.
3 Required Documents		

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Avison Construction, Inc.

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are held and firmly bound unto County of Fresno, Obligee, hereinafter called the Obligee, in the sum of Not to Exceed Ten Percent of Amount Bid ***Dollars ($10% of amount bid**)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Jensen Avenue Improvements – West to Fig Avenues (MLK Blvd).

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of April, 2025

Avison Construction, Inc.

(Witness)

BY: _____ (Principal) (Seal)

Curtis Short

President

(Title)

Travelers Casualty and Surety Company of America

(Witness)

BY: _____ (Surety) (Seal)

Attorney-In-Fact: Justin Smit

(Title)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On 4/28/25 beforeme, Roberta Voss, Notary Public
(insert name and title of the officer)

personallyappeared Justin Smit,
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.

ROBERTA VOSS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2387978
FRESNO COUNTY
My Comm. Exp. January 19, 2026

Signature Roberta Voss (Seal)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JUSTIN SMIT** of **FRESNO**, **California**, their true and lawful Attorney(s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28th day of April, 2025.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

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

2. Status of Federal Action:

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

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☑ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

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

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

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

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

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

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

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

14. Type of Payment (check all that apply)

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

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

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

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

Signature: _____

Print Name: Curtis Short

Title: President

Telephone No.: (559) 431-0317 Date: May 1, 2025

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

AVISON CONSTRUCTION,INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

3223

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

SPECIFICATIONS

JENSEN AVENUE IMPROVEMENTS

WEST AVENUE TO FIG AVENUE (MLK BOULEVARD)

FEDERAL PROJECT NUMBER: STPL-5942(296) and STPL-5942(289)

BUDGET / ACCOUNT: 4510 / 7370

Department of Public Works and Planning

CONTRACT NUMBER 24-02-C

County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

April 30, 2025 Contract No. 24-02-C

ADDENDUM NO. 1 to JENSEN AVENUE IMPROVEMENTS, revising the Bidding and Contract Documents/Plans/Bid Opening as follows:

PROPOSAL/BID BOOK: PAPER

DELETE: Bid Item List – Proposal 2

REPLACE with: attached Bid Item List – Proposal 2A

Items 68 and 69 have been corrected to fixed item costs.

PROPOSAL/BID BOOK: BID EXPRESS

DELETE: Bid Item List – Proposal 2

REPLACE with: Bid Item List – Proposal 2A

Items 68 and 69 have been corrected to fixed item costs.

END OF ADDENDUM NO. 1

Please attach this Addendum to the inside cover of the Specifications booklet. If you have given the Bidding and Contract Documents to someone else, please forward this Addendum.

REGISTERED PROFESSIONAL ENGINEER
SEBASTIAN T. ARTAL
No. C76724
CIVIL
STATE OF CALIFORNIA

4/30/25
Date Signed

Supervising Engineer: _____
Sebastian Artal, PE C76724

FRESNO COUNTY
Department of Public Works and Planning
m/a 2220 Tulare Street, Suite 720
Fresno, CA 93721-2106

Fresno County Department of Public Works and Planning

Bid Item List - Proposal 2A

Contract #

24-02-C

Contract Name

Jensen Avenue Improvements

Location

West Avenue To Fig Avenue (MLK Boulevard)

Bid Items - Road Reconstruction

Item ID Description	Quantity	Unit	Unit Price	Total
1 FEDERAL TRAINEE PROGRAM	6	EA	$	$
2 SUPPLEMENTAL WORK (PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS)	170,000	$	$1.00	$170,000.00
3 CONSTRUCTION PROJECT INFORMATION SIGN	2	EA	$	$
4 TRAFFIC CONTROL SYSTEM (Road Reconstruction)	1	LS	$	$
5 PREPARE AND IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN	1	LS	$	$
6 STORM WATER ANNUAL REPORT	1	EA	$	$
7 STATE WATER RESOURCES CONTROL BOARD NOTICE OF INTENT FILING FEE	1,000	$	$1.00	$1,000.00
8 JOB SITE MANAGEMENT	1	LS	$	$
9 DUST CONTROL PLAN	1	LS	$	$
10 LEAD COMPLIANCE PLAN	1	LS	$	$

Item ID Description	Quantity	Unit	Unit Price	Total
11 DEMO EXISTING CONCRETE (RAMP, SIDEWALK, C&G & VAULT)	1	LS	$	$
12 REMOVE AND DISPOSE SIGN	4	EA	$	$
13 TEMPORARY MAILBOX	1	LS	$	$
14 CLEARING AND GRUBBING	1	LS	$	$
15 ROADWAY EXCAVATION - Final Pay Item	12,230	CY	$	$
16 SHOULDER BACKING - Final Pay Item	519	CY	$	$
17 FINISHING ROADWAY	1	LS	$	$
18 PULVERIZED MATERIAL & MATERIAL HANDLING (STA 72+43 TO STA 83)	2,036	CY	$	$
19 1-FOOT FULL DEPTH RECLAMATION WITH CEMENT (FDR-C) - Final Pay Item	32,275	SY	$	$
20 1.25-FOOT FULL DEPTH RECLAMATION WITH CEMENT (FDR-C) - Final Pay Item	10,293	SY	$	$
21 INCREASE OR DECREASE IN CEMENT FOR FDR-C METHOD	75,000	LBS	$	$
22 HOT MIX ASPHALT (TYPE A 3/4" GRADING)	17,623	TON	$	$
23 MINOR HOT MIX ASPHALT	22	TON	$	$
24 PLACE MINOR HMA MISCELLANEOUS AREAS	152	SY	$	$

Item ID Description	Quantity	Unit	Unit Price	Total
25 PLACE AC DIKE TYPE E (MINOR HMA)	155	LF	$	$
26 PLACE AC DIKE TYPE A (MINOR HMA)	223	LF	$	$
27 TACK COAT	34	TON	$	$
28 18 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS III	5	LF	$	$
29 18 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS IV	179	LF	$	$
30 18 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS V OR CLASS IV W/ SPECIAL BEDDING	219	LF	$	$
31 36 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS III	21	LF	$	$
32 36 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS IV	20	LF	$	$
33 36 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS V	16	LF	$	$
34 TEMPORARY TRENCH RESURFACING – STORM DRAIN SYSTEM	425	LF	$	$
35 TYPE A CASE I MANHOLE	1	EA	$	$
36 TYPE A CASE II MANHOLE	1	EA	$	$
37 MINOR CONCRETE (CURB RAMP & SIDEWALK)	1,305	SF	$	$
38 INSTALL CURB AND GUTTER	142	LF	$	$

Item ID Description	Quantity	Unit	Unit Price	Total
39 DETECTABLE WARNING SURFACE	108	SF	$	$
40 ADJUST WATER VALVE LID TO GRADE	8	EA	$	$
41 ADJUST MANHOLE LID TO GRADE	16	EA	$	$
42 ADJUST PULL BOX LID TO GRADE	2	EA	$	$
43 SURVEY MONUMENT	7	EA	$	$
44 INSTALL NEW CHANNELIZER	5	EA	$	$
45 ROADSIDE SIGN - ONE POST	28	EA	$	$
46 THERMOPLASTIC TRAFFIC STRIPE (DETAIL 8)	385	LF	$	$
47 THERMOPLASTIC TRAFFIC STRIPE (DETAIL 22)	6,119	LF	$	$
48 THERMOPLASTIC TRAFFIC STRIPE (DETAIL 29)	1,805	LF	$	$
49 THERMOPLASTIC TRAFFIC STRIPE (DETAIL 38)	413	LF	$	$
50 THERMOPLASTIC TRAFFIC STRIPE (DETAIL 38A)	60	LF	$	$
51 THERMOPLASTIC TRAFFIC STRIPE (DETAIL 39)	21,130	LF	$	$
52 THERMOPLASTIC TRAFFIC STRIPE (DETAIL 39A)	800	LF	$	$

Item ID Description	Quantity	Unit	Unit Price	Total
53	3,056	LF	$	$
THERMOPLASTIC DIAGONAL AND CHEVRON TRAFFIC STRIPE (6" WHITE)				
54	208	LF	$	$
THERMOPLASTIC TRAFFIC STRIPE (12" WHITE) - LIMIT LINE				
55	674	LF	$	$
THERMOPLASTIC TRAFFIC STRIPE (12" YELLOW) - CROSSWALK				
56	186	SF	$	$
THERMOPLASTIC PAVEMENT MARKINGS				
57	785	LF	$	$
THERMOPLASTIC TRAFFIC STRIPE (DETAIL 26)				
58	2,771	LF	$	$
THERMOPLASTIC TRAFFIC STRIPE (DETAIL 27B)				
59	361	LF	$	$
THERMOPLASTIC DIAGONAL YELLOW STRIPE 8" WIDE				
60	5	EA	$	$
BLUE FIRE HYDRANT MARKER				
61	663	EA	$	$
RETROREFLECTIVE PAVEMENT MARKER (TYPE D)				
62	43	EA	$	$
RETROREFLECTIVE PAVEMENT MARKER (TYPE G AND H)				
63	244	SF	$	$
PAINT PAVEMENT MARKINGS (BIKE SYMBOL AND ARROWS)				
64	378	LF	$	$
PAINT AC DIKE WHITE				
65	520	SF	$	$
GREEN TRAFFIC PAINT MMA				
66	6,000	LF	$	$
REMOVE YELLOWLINE TRAFFIC STRIPE CONTAINING LEAD				

Item ID Description	Quantity	Unit	Unit Price	Total
67 MOBILIZATION	1	LS	$	$

Bid Items - Road Reconstruction Total (Items 1 through 67): $

Bid Items - Pipeline Replacement

Item ID Description	Quantity	Unit	Unit Price	Total
68 MOBILIZATION (WATER INFRASTRUCTURE REPLACEMENT)	1	LS	$100,000.00	$100,000.00
69 MEDIATOR (OWNER'S 50% SHARE, PG. 2.53 OF GENERAL CONDITIONS)	10,000	$	$1.00	$10,000.00
70 TRAFFIC CONTROL, DETOURS AND ACCESS (WATER INFRASTRUCTURE REPLACEMENT)	1	LS	$	$
71 DUST CONTROL PLAN (WATER INFRASTRUCTURE REPLACEMENT)	1	LS	$	$
72 PREPARE AND IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN (WATER INFRASTRUCTURE REPLACEMENT)	1	LS	$	$
73 WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND	1	LS	$	$
74 TRENCH PROTECTION	1	LS	$	$
75 TEMPORARY TRENCH RESURFACING (WATER INFRASTRUCTURE)	7,050	LF	$	$
76 FURNISH AND INSTALL 1-INCH WATER SERVICE AND METER BOX	22	EA	$	$
77 FURNISH AND INSTALL 1.5-INCH WATER SERVICE AND METER BOX	1	EA	$	$

Item ID Description	Quantity	Unit	Unit Price	Total
78	1	EA	$	$
FURNISH AND INSTALL 2-INCH WATER SERVICE AND METER BOX				
79	24	EA	$	$
CONNECT WATER SERVICE AT METER BOX				
80	24	EA	$	$
CONNECT WATER SERVICE TO EXISTING LEAD LINE (FRONT)				
81	24	EA	$	$
FURNISH AND INSTALL GROUNDING ROD				
82	290	LF	$	$
FURNISH AND INSTALL 1.5-INCH SCH 40 PVC ON-SITE LEAD LINE				
83	30	LF	$	$
FURNISH AND INSTALL 2-INCH SCH 40 PVC ON-SITE LEAD LINE				
84	190	LF	$	$
FURNISH AND INSTALL 8-INCH CL 350 DUCTILE IRON WATER MAIN				
85	5,600	LF	$	$
FURNISH AND INSTALL 16-INCH CL 350 DUCTILE IRON WATER MAIN				
86	3	EA	$	$
FURNISH AND INSTALL 8-INCH GATE VALVE				
87	10	EA	$	$
FURNISH AND INSTALL 16-INCH BUTTERFLY VALVE				
88	10	EA	$	$
FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY				
89	3	EA	$	$
FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY WITH DELINEATORS				
90	160	SF	$	$
CONCRETE SIDEWALK OR WALKWAY REPAIR AND RECONSTRUCTION				
91	1	EA	$	$
TEMPORARY BACKFLOW ASSEMBLY				

Item ID Description	Quantity	Unit	Unit Price	Total
92 ABANDONMENT OF OLD WATER SERVICE, METERS, AND METER BOXES	24	EA	$	$
93 CITY OF FRESNO PLUMBING AND ELECTRICAL PERMIT	1	LS	$	$
94 COUNTY OF FRESNO ENCROACHMENT PERMIT	1	LS	$	$
95 MISCELLANEOUS FACILITIES AND OPERATIONS	1	LS	$	$
96 SUPPLEMENTAL WORK	25,000	$	$1.00	$25,000.00

Bid Items - Pipeline Replacement Total (Items 68 through 96): $

Total Bid Items 1 through 96: $

T A B L E O F C O N T E N T S

COVER SHEET

COUNTY ADOPTION AND ACKNOWLEDGMENT

Engineer's Signature

NOTICE TO BIDDERS

BID ITEMS AND APPLICABLE SECTIONS

SPECIAL PROVISIONS

STATE / FEDERAL REQUIREMENTS

Federal Requirements for Federal Aid Construction Projects
Federal Forms

PROJECT DETAILS / DRAWINGS

Location Map
Construction Funding Signs
Geotechnical Report
Self-Dealing Transactions Disclosure Form

BID BOOK

Instructions for Completing the Bid Book
Bidder’s Declaration
Bid Form
Evaluation of Bid Item List
Bid Security and Signature
Non-Collusion Declaration
Public Contract Code
Subcontractor List
General Requirements for In-Use Off-Road Diesel-Fueled Fleets
Certifications
DBE Forms
Bidder’s List of Subcontractors
Opt-Out of Asphalt Concrete Price Fluctuations Form
Guaranty

AGREEMENT

Agreement
Exhibit A – Required Federal Aid Contract Language (Exhibit 12-G and Form 1273)
Exhibit B – Minimum Federal Wage Rates Determination

PLANS

COUNTY ADOPTION AND ACKNOWLEDGEMENT
PROJECT: JENSEN AVENUE IMPROVEMENTS
CONTRACT NUMBER: 24-02-C

Brain Pacheco	1st District
Garry Bredefeld, Vice Chairman	2nd District
Luis Chavez	3rd District
Ernest "Buddy" Mendes, Chairman	4th District
Nathan Magsig	5th District

Paul Nerland, County Administrative Officer

Steven E. White, Director
Department of Public Works and Planning

4/1/25
Date

REGISTERED PROFESSIONAL ENGINEER
SEBASTIAN T. ARTAL
No. C76724
CIVIL
STATE OF CALIFORNIA

Date Signed: 4/1/25

Supervising Engineer: _____
Sebastian Artal, PE 76724

FRESNO COUNTY
Department of Public Works and Planning
m/a 2220 Tulare Street, Suite 720
Fresno, CA 93721-2106

COUNTY OF FRESNO **STATE OF CALIFORNIA**

NOTICE TO BIDDERS

Contract Name: **JENSEN AVENUE IMPROVEMENTS**

Project Limits: WEST AVENUE TO FIG AVENUE (MLK BOULEVARD)

Contract Number: **24-02-C**

Bid Opening Date & Time: Thursday, May 1, 2025
2:00 P.M. (1400 hours and 00 seconds)

Sealed Proposals / Bids Received at EITHER (choose ONE):
https://www.bidexpress.com/businesses/36473/home
or
Department of Public Works and Planning
Office of the Design Engineer
2220 Tulare St., 7th Floor
Fresno, CA 93721

The work to be done consists, in general, of reconstructing approximately 1.5 miles of Jensen Avenue from West Avenue to Fig Avenue (also known as MLK Blvd). The road will be reconstructed using a Full-Depth Reclamation with Cement method. The road work includes construction of new curb ramps, adjusting sewer manholes, signage and striping, and other miscellaneous items. A new ductile iron water pipeline will also be installed, replacing an existing asbestos water pipeline to be abandoned in place. Coordination with City of Fresno Public Utilities Department will be necessary to arrange the tie-in to existing system. The pipe replacement also involves installation of new water meters, fire hydrants, valves, and other appurtenant work. Some Fresno Metropolitan Flood Control District (FMFCD) master storm drain facilities shall also be installed as part of the work.

Pre-bid Conference: Not Mandatory Video Conference
10:00 A.M. on Wednesday, April 9, 2025
To be held online (link will be posted on the planholders website)

Planholders Website: "Contractor Bidding Opportunities"
http://www.fresnocountyca.gov/planholders

Requests for Clarification (RFC) Deadline & Form:
http://www.fresnocountyca.gov/Departments/Public-Works-and-Planning/Construction-Bidding-Opportunities/24-02-C-Jensen-Avenue-Improvements/Request-for-Clarification-Form
no later than 2:00 p.m. on the seventh (7th) calendar day before bid opening

Bid Submission Questions: DesignServices@fresnocountyca.gov
(559) 353-4919 or (559) 600-4543

Request to be Added to Planholders Form:
https://www.fresnocountyca.gov/Departments/Public-Works-and-Planning/Construction-Bidding-Opportunities/Request-to-Be-Added-to-the-Planholders-List-Form

Engineer's Estimate Range: $5,850,000 - $6,500,000

Working Days (Subsection 8-1.04B):
All work within one hundred (100) working days

Required Valid California Contractor's License:
Class A (General Engineering)
or
Class C-12 (Earthwork and Paving)

Federal/State Project Number:	STPL-5942(296) and STPL-5942(289)
DBE Contract Goal:	Seventeen percent (17%)
Required Number of Trainees:	Six (6)
Federal Minimum Wage Rate:	General Decision Number CA20250018, Dated 03/21/2025

Basis of Bid: Bids are required for the entire work described herein. Bids will be compared on the basis of the cumulative sum of the bid amounts listed for the individual line items.

Project Details: Electronic copies, in ".pdf" file format, of the official project plans and specifications, bid books and proposal sheets, as well as cross sections and such additional supplemental project information as may be provided, are available to view, download, and print on the Planholders website.

This project is funded in part by the Surface Transportation Block Grant (STBG) program.

Bid Opening: Promptly following the closing of the bidding all timely submitted bids will be publicly opened and viewable via a livestream (the link for which will be posted at) for construction in accordance with the project specifications therefor. A bid summary of the bids received will be posted to the project's website, generally within twenty-four (24) hours of the bid opening.

Planholders: Bidders may fill out a Request to be Added to Planholders list at the link listed above. Requesters will then be listed as a planholder for the project on the website and receive notifications and addenda issued for the project. Prospective bidders may also select the project on www.BidExpress.com. Those that demonstrate interest in the project will be added to the planholders list, and receive notifications and addenda issued for the project. Planholder and exchange/publication names may be obtained from the County of Fresno Planholders website listed above.

Requests for Clarification (RFC) & Addenda: All questions regarding this project shall be in writing and shall be received by the Department of Public Works and Planning (Department), no later than the deadline listed above and shall be submitted on the "Request for Clarification Form" provided on our website above. Any questions received after this deadline may not receive a response. In the event that the bid opening date is revised, the deadline for questions will be extended to no later than 2:00 P.M. on the calendar days listed above before the revised bid opening date. Questions and their responses will be posted on our website under "Request for Clarification Responses."

Any changes to, or clarification of, the project plans and specifications shall be in the form of a written addendum issued to planholders of record. Questions that prompt a change or clarification shall be included in the addendum with the subsequent answer.

Any oral explanation or interpretations given to this project are not binding.

Bid Submission Instructions: If a bidder is unable to submit a bid via Bid Express, Bid Books, which contain bid proposal sheets necessary to submit a bid, may be obtained within the Specifications documents posted on the County of Fresno website.

Electronic bids shall be submitted via the Bid Express website.

Hardcopy bids shall be submitted in a sealed envelope addressed to the "Department of Public Works and Planning, Office of the Design Engineer" and labeled with the name of the bidder, contract number, name of the project, and the statement "Do Not Open Until The Time Of Bid Opening."

Bid Security: Bid security in the amount of ten percent (10%) of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall accompany the bid. You must either attach an electronic bid bond or provide an original bid bond (or other form of bid security authorized by Public Contract Code section 20129(a)), prior to the bid opening. Bid security shall be made in favor of the ***County of Fresno.***

Hardcopy bid bonds shall be submitted in a sealed envelope addressed to "Department of Public Works and Planning, Office of the Design Engineer" and labeled with the name of the bidder, contract number, name of the project, and the statement "Do Not Open Until The Time Of Bid Opening – BID BOND."

Each bond specified in this Notice shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and acceptable to the County of Fresno. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance. Additionally, the County of Fresno, in its discretion, when determining the sufficiency of a proposed surety company, may require the surety company to provide additional information supported by documentation. The County generally requires such information and documentation whenever the proposed surety company has either a Best's Key Rating Guide of less than **A** and a financial size designation of less than **VIII**. Provided, however, that the County expressly reserves its right to require all information and documentation to which the County is legally entitled from any proposed surety company.

Federal Project Requirements: The County of Fresno affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation. Bidders are advised that, as required by federal law, Disadvantaged Business Enterprise (DBE) requirements are included in Section 2, "Bidding," under subsection 2-1.12 "Disadvantaged Business Enterprises".

This project is subject to the federal suspension and debarment requirements (2 CFR, part 180). No contract shall be awarded to a contractor who has been debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, part 200) also apply to this project.

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act Of 1982 as amended by the Intermodal Surface Transportation Efficiency Act Of 1991.

This project is subject to the Cargo Preference Act and implementing regulations (46 CFR Part 381) to the Federal Highway Program.

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the General Decision Number listed above, which is incorporated in these special provisions by this reference as if fully set forth herein and which can be viewed at https://SAM.gov. Said Federal wage rates, as well as project plans, special provisions, and bid forms, may also be examined at the County of Fresno office described in the preceding paragraph. Addenda to modify the reference to Federal minimum wage rates to reflect revisions thereto, if necessary, will be issued to planholders of record.

Attention is directed to the provisions in the “Federal Requirements” section of these specifications. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free “hotline” service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report these activities. The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Additional Information and Requirements: No contract will be awarded to a contractor who has not been licensed in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 3, Chapter 9, as amended, or whose bid is not on the proposal form included in the contract document. The prime contractor must meet the license requirements listed above. Subcontractors need to be licensed for the specific work they will perform. In general, if a prime contractor does not have a license for specialty work, the work must be performed by a subcontractor licensed for that specialty work.

This project is subject to the contracting requirements and implementing regulations as amended in Title 13, Section 2449 General Requirements for In-Use Off-Road Diesel-Fueled Fleets, of the California Code of Regulations (13 CCR § 2449(i)). Bidders must submit a valid Certificate of Reported Compliance (CRC) issued by the California Air Resources Control Board at the time of bidding. Bidders are responsible for submitting their listed subcontractors’ CRCs and any supporting

documentation within five (5) calendar days of the bid opening. Failure to submit the required CRCs may render a bid non-responsive.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at County of Fresno, Department of Public Works and Planning, 2220 Tulare Street, Sixth (6th) Floor, Fresno CA 93721-2104 and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/DLSR/PWD. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

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

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

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

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code section 12990.

The successful bidder shall furnish a faithful performance bond in the amount of one hundred percent (100%) of the contract amount and a payment bond in the amount of one hundred percent (100%) of the contract amount. Each bond specified in this Notice (bid bond, faithful performance bond and payment bond) shall meet the requirements of all applicable statutes, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 3248.

Pursuant to Public Contract Code section 22300, substitution of securities for any moneys withheld by the County of Fresno to ensure performance under the contract shall be permitted.

The Board of Supervisors reserves the right to reject any or all bids.

Board of Supervisors, County of Fresno

Paul Nerland, County Administrative Officer

Bernice E. Seidel, Clerk of the Board

Issue Date: April 1, 2025

Special Provisions

DIVISION I GENERAL PROVISIONS

1 GENERAL

1-1.01 GENERAL

Add to the beginning of Section 1:

The work is done in accordance with the 2023 *Standard Specifications*, 2023 *Standard Plans* and the following special provisions.

Where these special provisions indicate to replace, add to, delete, delete from, or otherwise modify a "section," or a portion thereof, the section or portion thereof to which such modification is to be applied is the section or portion thereof with the corresponding numbering in the 2023 *Standard Specifications*.

Revised standard plans apply if listed on the "List of Revised Standard Plans," if any, in these special provisions; or if shown or referenced on the project plans or in the project details section of the book entitled "Specifications."

In case of conflict between the *Standard Specifications* and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

Add to the end of Section 1-1.01:

Bid Items and Applicable Sections

Item description	Applicable section
FEDERAL TRAINEE PROGRAM	7
SUPPLEMENTAL WORK (PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS)	9
CONSTRUCTION PROJECT INFORMATION SIGN	12
TRAFFIC CONTROL SYSTEM (Road Reconstruction)	12
PREPARE AND IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN	13
STORM WATER ANNUAL REPORT	13
STATE WATER RESOURCES CONTROL BOARD NOTICE OF INTENT FILING FEE	13
JOB SITE MANAGEMENT	14
DUST CONTROL PLAN	14
LEAD COMPLIANCE PLAN	14
DEMO EXISTING CONCRETE (RAMP, SIDEWALK, C&G & VAULT)	15
REMOVE AND DISPOSE SIGN	15
TEMPORARY MAILBOX	15
CLEARING AND GRUBBING	17
ROADWAY EXCAVATION	19
SHOULDER BACKING	19
FINISHING ROADWAY	22
PULVERIZED MATERIAL & MATERIAL HANDLING (STA 72+43 TO STA 83)	30
1-Foot Full Depth Reclamation with Cement (FDR-C) (F)	30
1.25-Foot Full Depth Reclamation with Cement (FDR-C) (F)	30
Increase or Decrease in Cement for FDR-C Method	30
HOT MIX ASPHALT (TYPE A 3/4" GRADING)	39
MINOR HOT MIX ASPHALT	39
PLACE MINOR HMA MISCELLANEOUS AREAS	39
PLACE AC DIKE TYPE E (MINOR HMA)	39
PLACE AC DIKE TYPE A (MINOR HMA)	39
TACK COAT	39
18 INCH RUBBER GASKET REINFOCRED CONCRETE PIPE CLASS III	65
18 INCH RUBBER GASKET REINFOCRED CONCRETE PIPE CLASS IV	65

18 INCH RUBBER GASKET REINFOCRED CONCRETE PIPE CLASS V OR CLASS IV W/ SPECIAL BEDDING	65
36 INCH RUBBER GASKET REINFOCRED CONCRETE PIPE CLASS III	65
36 INCH RUBBER GASKET REINFOCRED CONCRETE PIPE CLASS IV	65
36 INCH RUBBER GASKET REINFOCRED CONCRETE PIPE CLASS V	65
TEMPORARY TRENCH RESURFACING – STORM DRAIN SYSTEM	65
TYPE A CASE I MANHOLE	70
TYPE A CASE II MANHOLE	70
MINOR CONCRETE (CURB RAMP)	73
INSTALL CURB AND GUTTER	73
DETECTABLE WARNING SURFACE	73
ADJUST WATER VALVE LID TO GRADE	77
ADJUST MANHOLE LID TO GRADE	77
ADJUST PULL BOX LID TO GRADE	
SURVEY MONUMENT	78
INSTALL NEW CHANNELIZER	
ROADSIDE SIGN - ONE POST	82
THERMOPLASTIC TRAFFIC STRIPE (DETAIL 8)	84
THERMOPLASTIC TRAFFIC STRIPE (DETAIL 22)	84
THERMOPLASTIC TRAFFIC STRIPE (DETAIL 29)	84
THERMOPLASTIC TRAFFIC STRIPE (DETAIL 38)	84
THERMOPLASTIC TRAFFIC STRIPE (DETAIL 38A)	84
THERMOPLASTIC TRAFFIC STRIPE (DETAIL 39)	84
THERMOPLASTIC TRAFFIC STRIPE (DETAIL 39A)	84
THERMOPLASTIC DIAGONAL AND CHEVRON TRAFFIC STRIPE (6" WHITE)	84
THERMOPLASTIC TRAFFIC STRIPE (12" WHITE) - LIMIT LINE	84
THERMOPLASTIC TRAFFIC STRIPE (12" YELLOW) - CROSSWALK	84
THERMOPLASTIC PAVEMENT MARKINGS	84
THERMOPLASTIC TRAFFIC STRIPE (DETAIL 26)	84
THERMOPLASTIC TRAFFIC STRIPE (DETAIL 27B)	84
THERMOPLASTIC DIAGONAL YELLOW STRIPE 8" WIDE	84
BLUE FIRE HYDRANT MARKER	84
RETROREFLECTIVE PAVEMENT MARKER (TYPE D)	84
RETROREFLECTIVE PAVEMENT MARKER (TYPE G AND H)	84
PAINT PAVEMENT MARKINGS (BIKE SYMBOL AND ARROWS)	84
PAINT AC DIKE WHITE	84
GREEN TRAFFIC PAINT MMA	84
REMOVE YELLOWLINE TRAFFIC STRIPE CONTAINING LEAD	84
MOBILIZATION	
WATER PIPELINE REPLACEMENT	
Item description (Refer to Section 77 of Special Provisions)	Applicable section
Mobilization (Water Infrastructure Replacement)	77
Mediator (Owner's 50% Share, Pg. 2.53 of General Conditions)	77
Traffic Control, Detours and Access (Water Infrastructure Replacement)	77
Dust Control Plan (Water Infrastructure Replacement)	77
PREPARE AND IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN (Water infrastructure replacement)	77
Worker Protection from the Hazard of Caving Ground	77
Trench Protection	77
Temporary Trench Resurfacing (Water Infrastructure)	77
Furnish and Install 1-Inch Water Service and Meter Box	77
Furnish and Install 1.5-Inch Water Service and Meter Box	77

Furnish and Install 2-Inch Water Service and Meter Box	77
Connect Water Service at Meter Box	77
Connect Water Service to Existing Lead Line (Front)	77
Furnish and Install Grounding Rod	77
Furnish and Install 1.5-Inch Sch 40 PVC On-Site Lead Line	77
Furnish and Install 2-Inch Sch 40 PVC On-Site Lead Line	77
Furnish and Install 8-Inch CL 350 Ductile Iron Water Main	77
Furnish and Install 16-Inch CL 350 Ductile Iron Water Main	77
Furnish and Install 8-Inch Gate Valve	77
Furnish and Install 16-Inch Butterfly Valve	77
Furnish and Install Fire Hydrant Assembly	77
Furnish and Install Fire Hydrant Assembly with Delineators	77
Concrete Sidewalk or Walkway Repair and Reconstruction	77
Temporary Backflow Assembly	77
Abandonment of Old Water Service, Meters, and Meter Boxes	77
City of Fresno Plumbing and Electrical Permit	77
County of Fresno Encroachment Permit	77
Miscellaneous Facilities and Operations	77
Supplemental Work	77

Add to the 1st table of Section 1-1.06:

SJVAPCD	San Joaquin Valley air pollution control district
METS	Caltrans Material Engineering and Testing Services

Add to Section 1-1.06:

Abbreviations in the Bid Items and Applicable Sections are also used in the Bid Item List - Proposal 2.

Add or Replace items in Section 1-1.07 with:

Authorized Facility Audit List: Caltrans-developed list of facilities. For the Authorized Facility Audit List, go the METS website.

Authorized Material List: Caltrans-developed list of authorized materials. For the Authorized Material List go to the METS website.

Authorized Material Source List: Caltrans-developed list of authorized source materials. For the Authorized Material Source List go to the METS website.

Bid Item List: List of bid items, units of measure, and the associated quantities. The verified Bid Item List is the Bid Item List with verified prices. The Contract Proposal (Proposal 2) of Low Bidder at the Department's website is the verified Bid Item List. After contract award, interpret a reference to the Bid Item List as a reference to the verified Bid Item List.

Caltrans: State of California Department of Transportation

County: The County of Fresno

Department: The Fresno County Board of Supervisors and its authorized representatives.

District Office: County of Fresno Department of Public Works and Planning

Director: Department's Chairman

Engineer: The County’s Director of Public Works and Planning, acting through their authorized designees.

federal-aid contract: Contract that has a federal-aid project number on the cover of the *Specifications*.

holiday: Holiday shown in the following table:

Holidays

Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1st
Birthday of Martin Luther King, Jr.	3rd Monday in January
Presidents' Day	3rd Monday in February
Cesar Chavez Day	March 31st
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th

If January 1st, March 31st, June 19th, July 4th, November 11th, or December 25th fall on a Sunday, the Monday following is a holiday. If January 1st, March 31st, June 19th, July 4th, November 11th, or December 25th fall on a Saturday, the preceding Friday is a holiday.

Office engineer: The Director of Public Works and Planning for the County of Fresno

permanent erosion control establishment period: Number of working days shown in Section 8-1.04 for permanent erosion control establishment work.

plans: Standard plans, revised standard plans, and project plans.

1. **standard plans:** Drawings standard to Department construction projects. These plans are in a book titled *Standard Plans*.
2. **revised standard plans:** New or revised standard plans. These plans are listed in the *List of Revised Standard Plans* in a book titled *Specifications*.
3. **project plans:** Drawings specific to the project, including authorized shop drawings. These plans also include a section titled *Project Details* of a book titled *Specifications*.

specifications: Standard specifications, revised standard specifications, and special provisions.

1. **standard specifications:** Specifications standard to Department construction projects. These specifications are in a book titled *Standard Specifications*.
2. **special provisions:** Specifications specific to the project. These specifications are in a section titled *Special Provisions* of a book titled *Specifications*.

Replace Section 1-1.08 with:

1-1.08 DISTRICTS

Not Used

Add to the end of Section 1-1.09

This project is not in a freeze-thaw area.

Replace Section 1-1.10 with:

1-1.10 PAVEMENT CLIMATE REGIONS

To help account for the effects of various climatic conditions on pavement performance, the State has been divided into 9 climate regions. The project's pavement climate region is inland.

Replace Section 1-1.11 with:

1-1.11 WEBSITES, ADDRESSES, AND TELEPHONE NUMBERS

Websites, Addresses, and Telephone Numbers

Reference or agency or department unit	Website	Address	Telephone no.
Authorized Material Lists Authorized Material Source Lists	https://dot.ca.gov/programs/engineering-services/authorized-materials-lists	--	--
CA Unified Certification Program's list of certified DBEs	https://californiaucp.dbesystem.com/	--	--
California MUTCD	https://dot.ca.gov/programs/safety-programs/camutcd	--	--
Department	https://www.fresnocountyca.gov/	2220 Tulare Street Design Division – Seventh Floor Fresno, CA 93721	(559) 600-9908
Department of Conservation, Office of Mine Reclamation	http://www.conservation.ca.gov/dmr/	--	--
Department of Industrial Relations	http://www.dir.ca.gov	455 Golden Gate Ave San Francisco CA 94102	--
Design Services - Contract Administration, Planholders, Bid Results	https://www.fresnocountyca.gov/planholders	2220 Tulare Street Design Division – Seventh Floor Fresno, CA 93721	Tel: (559) 353-4919 Fax:(559) 455-4609 Email: DesignServices@fresnocountyca.gov
Division of Accounting, Office of External Accounts Payable	https://dot.ca.gov/programs/accounting	Major Construction Payment and Information Unit Office of External Accounts Payable Division of Accounting Department of Transportation P.O. Box 168043 Sacramento, CA 95816-8043	(916) 227-9013
Division of Construction	http://www.dot.ca.gov/hq/construc/	--	--
Geotechnical Services	https://dot.ca.gov/programs/engineering-services	Geotechnical Services Department of Transportation 5900 Folsom Blvd Sacramento, CA 95819-4612	(916) 227-7000
METS	https://dot.ca.gov/programs/engineering-services	Materials Engineering and Testing Services Department of Transportation 5900 Folsom Blvd Sacramento, CA 95819-4612	(916) 227-7000
MPQP	https://dot.ca.gov/programs/construction/material-plant-quality-program	--	--

Office Engineer	--	Director of Public Works & Planning Fresno County 2220 Tulare St, 8th Floor Fresno, CA 93721	(559) 600-4078
Office of Electrical Systems Regional Transportation Management Center	--	Office of Electrical Systems Regional Transportation Management Center 3165 Gold Valley Dr Rancho Cordova, CA 95742	
Offices of Structure Design, Documents Unit	--	MSC 9-4/4I Documents Unit Offices of Structure Design Department of Transportation 1801 30th St Sacramento, CA 95816-7006	(916) 227-0716
Publication Distribution Unit	--	Publication Unit Department of Transportation 1900 Royal Oaks Dr Sacramento, CA 95815-3800	--

Replace Section 1-1.12 with:

1-1.12 MISCELLANY

Make checks and bonds payable to the County of Fresno.

2 BIDDING

Replace Section 2-1.04 with:

2-1.04 PREBID OUTREACH MEETING

Section 2-1.04 applies if a mandatory prebid meeting is shown on the Notice to Bidders.

The Department may conduct a meeting to provide access to the site and/or discuss the project in the presence of County staff.

Each bidder must attend the meeting. The bidder's representative must be a company officer, project superintendent, or project estimator. For a joint venture, one of the parties must attend the mandatory prebid meeting.

The Department does not accept a bid from a bidder who did not attend the meeting.

A sign-in will be used to identify the attendees. Each bidder must include the name and title of the company representative attending the meeting.

The Department may hold a single prebid meeting for more than one contract. Sign in for the contract you intend to bid on. If you are bidding on multiple contracts, sign-in for each contract you intend to bid on. The sign-in lists, with the names of all companies in attendance at each prebid meeting, will be made available at the website shown on the Notice to Bidders for bidder inquiries.

Replace Section 2-1.06 with:

2-1.06 BID DOCUMENTS

2-1.06A General

The *Bid* book includes bid forms and certifications and are available online at http://www.BidExpress.com and in the *Specifications*.

The *Specifications* includes the *Notice to Bidders*, project details, special provisions, Bid book, and agreement.

The *Specifications*, project plans, and any addenda to these documents may be accessed at the planholders website at https://www.fresnocountyca.gov/planholders.

The *Standard Specifications* and *Standard Plans* may be accessed online at https://www.fresnocountyca.gov/files/sharedassets/county/v/2/public-works-and-planning/design/construction-bidding-opportunities/2023-standard-specs.pdf

2-1.06B Supplemental Project Information

The Department makes the following supplemental project information available:

Supplemental Project Information

Where Available	Description
Included in Project Details	• Location Map • Construction Funding signs • Geotechnical report • Self-Dealing Transactions Disclosure Form
Available on Design Services webpage	• Pothole report • Lead-Asbestos report • Cross Sections

If as-built drawings are available, they may not show existing dimensions and conditions. Where new construction dimensions are dependent on existing bridge dimensions, verify the field dimensions and adjust the dimensions of the work to fit the existing conditions.

Replace Section 2-1.12 with:

2-1.12 RESERVED

Replace Section 2-1.12B(2) with:

2-1.12B(2) DBE Commitment Submittal

Submit DBE information under Section 2-1.33.

Submit a copy of the quote from each DBE shown on the DBE Commitment form that describes the type and dollar amount of work shown on the form no later than 4 p.m. on the 5th calendar day after bid opening. If a DBE is participating as a joint venture partner, submit a copy of the joint venture agreement.

Failure to submit a completed DBE Confirmation form and a copy of the quote from each DBE will result in disallowance of the DBE's participation.

Replace Section 2-1.15 with:

2-1.15 RESERVED

Replace Section 2-1.18 with:

2-1.18 RESERVED

Replace Section 2-1.27 with:

2-1.27 RESERVED

Replace Section 2-1.33 with:

2-1.33 BID DOCUMENT COMPLETION AND SUBMITTAL

2-1.33A General

Complete forms in the *Bid* book.

Certain bid forms must be submitted with the bid and properly executed.

Certain other forms and information must be submitted either with the bid or within the prescribed period after bid opening as specified elsewhere in these special provisions.

Failure to submit the forms and information as specified results in a nonresponsive bid.

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

Electronic Bids: Complete and submit the bid online at http://www.BidExpress.com. Your electronic signature is your confirmation of an agreement to all certifications and statements contained in the Bid book. On forms and certifications that you submit through the electronic bidding service, you agree that each form and certification where a signature is required is deemed as having your signature.

Hardcopy Bid: Submit a hardcopy bid:

1. Under sealed cover
2. Marked as a bid
3. Identifying the contract number and the bid opening date
4. Use ink or typewriter

2-1.33B Bid Item List and Bid Comparison

Submit a bid based on the bid item quantities the Department shows on the Bid Item List (Proposal 2). Bids will be evaluated and the low bidder determined as indicated in the *Notice to Bidders.*

Do not submit an unbalanced bid. An unbalanced is a bid is one in which one or more bid items is/are considered by the Department to have been bid at an amount that is unreasonably high or unreasonably low. A bid may be considered to be non-responsive and may be rejected if it is considered by the Department to be unbalanced.

2-1.33C Bid Document Completion

Proposal items are identified by title and by the word “Proposal” followed by the number assigned to the proposal item in question. Proposal items are included in the *Bid Book.*

2-1.33C(1) Proposal 1 - Proposal to the Board of Supervisors of Fresno County

2-1.33C(2) Proposal 2 - Bid Item List

One or more sheet(s) or list(s) upon which the bidder completes the bid.

Fill out completely including a unit price and total for each unit price-based item and a total for each lump sum item.

Do not make any additions such as “plus tax”, “plus freight”, or conditions such as “less 2% if paid by 15th”.

Use ink or typewriter for paper bids.

2-1.33C(3) Proposal 3 - Evaluation of Bid Item List

Describes how inconsistences and irregularities are evaluated and corrected when Design Services reviews the Bid Item List.

2-1.33C(4) Proposal 4 - Bid Security and Signature

Submit one of the following forms of bidder's security equal to at least 10 percent of the bid:

- Cash
- Cashier's check
- Certified check
- Signed bidder's bond by an admitted surety insurer

Indicate type of bid security provided.

- Cash – Acceptable but not recommended. Cash is deposited in a clearing account and is returned to bidders by County warrant. This process may take several weeks.
- Cashier’s or Certified Checks. This type of security is held until the bid is no longer under consideration. If submitted by a potential awardee, they will be returned when the contract is fully executed by the bidder and bonds and insurance have been approved.
- Bid Bonds - Must be signed by the bidder and by the attorney-in-fact for the bonding company. Provide notarized signature of attorney-in-fact accompanied by bonding company’s affidavit authorizing attorney-in-fact to execute bonds. An unsigned bid bond will be cause for rejection.

Bonding companies may provide their own bid bond forms. Bid Security and Signature sections must be completed by the bidder and submitted with their bid.

Provide contractor’s license information.

State business name and if business is a:

- Corporation - list officers
- Partnership - list partners
- Joint Venture - list members; if members are corporations or partnerships, list their officers or partners.
- Individual - list Owner’s name and firm name style

Signature of Bidder - the following lists types of companies and corresponding authorized signers.

- Corporation - by an officer
- Partnership - by a partner
- Joint Venture - by a member
- Individual - by the Owner

If signature is by a Branch Manager, Estimator, Agent, etc., the bid must be accompanied by a power of attorney authorizing the individual to sign the bid in question or to sign bids more generally, otherwise the bid may be rejected.

Business Address - Firm’s Street Address

Mailing Address - P.O. Box or Street Address

Complete, sign, and return with bid.

2-1.33C(5) Proposal 5 - Non-collusion Declaration

Must be completed, signed, and returned with bid.

2-1.33C(6) Proposal 6 - Public Contract Code Section 10285.1 Statement

Select “has” or “has not” in accordance with instructions on form, return with completed for with bid. Note that signing the bid constitutes signing this statement.

2-1.33C(7) Proposal 7 - Public Contract Code Section 10162 Questionnaire And Public Contract Code 10232 Statement

Select: “yes” or “no” accordance with instructions on form, include explanation if “yes” is selected. Return completed form with bid. Note that signing the bid constitutes signing this questionnaire and statement.

2-1.33C(8) Proposal 8 - Subcontractors

Sheet(s) or spaces where bidders list subcontractors. List each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or $10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

The *Subcontractor List* submitted with the bid must show the name, location of business, work portions to be performed, Department of Industrial Relations registration number, and the contractor’s license number for each subcontractor listed.

- Use subcontractor's business name style as registered with the License Board.
- Specify the city in which the subcontractor’s business is located and the state if other than California.
- Description of the work to be performed by the subcontractor. Indicate with bid item numbers from the bid item list and/or work descriptions similar to those on bid item list.
- List contractor’s license number and Department of Industrial Relations registration number for each subcontractor.

Upon request from Design Services, provide the following additional information within 24 hours of bid opening if not included on the *Subcontractor List* submitted with the bid:

- Complete physical address for each subcontractor listed.
- Percentage of the total bid or dollar amount associated with each subcontractor listed.

2-1.33C(9) Proposal 9 -Title 13, California Code of Regulations § 2449(i) General Requirements for In-Use Off-Road Diesel-Fueled Fleets

Contractors, if applicable, must submit valid Certificates of Reported Compliance with their bid. Subcontractor certificates will be due no later than 4:00 p.m. on the fifth (5^{th}) calendar day after the bid opening if not submitted with the bid.

2-1.33C(10) Proposal 10 - *Certification With Regard To The Performance Of Previous Contracts Or Subcontracts Subject To The Equal Opportunity Clause And The Filing Of Required Reports*

For a Federal-aid contract, complete, sign, and return with bid. Certification of proposed subcontractors is the responsibility of the Bidder and must be provided to the County upon request.

2-1.33C(11) Proposal 11 - *Title 49, Code Of Federal Regulations, Part 29 Debarment And Suspension Certification*

For a Federal-aid contract, complete, sign, and return with bid. Certification of proposed subcontractors is the responsibility of the Bidder and must be provided to the County upon request.

2-1.33C(12) Proposal 12 - *Nonlobbying Certification For Federal-Aid Contracts*

For a Federal-aid contract, complete, sign, and return with bid.

2-1.33C(13) Proposal 13(a) through Proposal 13(b) - *Disclosure Of Lobbying Activities*

For a Federal-aid contract, complete, sign, and return with bid.

2-1.33C(14) *Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)* – Proposal 14(a) through Proposal 14(b)

For a Federal-aid contract, bidders must complete and submit so that it is received by Design Services, no later than 4:00 PM on the fifth (5th) calendar day after the bid opening if not submitted with the bid.

2-1.33C(15) *Exhibit 9-I DBE Confirmation* – Proposal 15

For a Federal-aid contract, bidders shall provide to Design Services written confirmation from each DBE that the DBE is participating in the Contract. Exhibit 9-I: DBE Confirmation and the DBE's quote must be submitted. The written confirmation must be submitted no later than 4:00 PM on the fifth (5th) calendar day after the bid opening if not submitted with the bid.

2-1.33C(16) *Exhibit 15-H DBE Information — Good Faith Efforts* – Proposal 16(a) through Proposal 16(c)

For a Federal-aid contract, if you did not meet the DBE goal, bidders must complete and submit so that it is received by Design Services no later than 4:00 PM on the fifth (5th) calendar day after the bid opening if not submitted with the bid.

2-1.33C(17) *Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE)* – Proposal 17(a) through Proposal 17(b)

For a Federal-aid contract, bidders must submit so that it is received by Design Services, no later than 4:00 PM on the fifth (5th) calendar day after the bid opening if not submitted with the bid. Fill out as completely as possible.

2-1.33C(18) *Opt Out of Payment Adjustments for Price Index Fluctuations* – Proposal 18

You may opt out of the payment adjustments for price index fluctuations specified in Section 9-1.07. To opt out, submit a completed *Opt Out of Payment Adjustments for Price Index Fluctuations* form with your bid.

2-1.33C(19) Guaranty – Proposal 19

Does not need to be signed with the bid. Part of the contract which must be signed by the contractor when contract is executed.

2-1.33D Electronic Bid Document Completion

Electronic versions of the bid book documents are available online at http://www.BidExpress.com, and may be submitted through that website.

You must either attach an electronic bid bond or provide an original bid bond (or other form of bid security authorized by Public Contract Code Section 20129(a)), prior to the bid opening.

Bidders submitting online may use one of the accepted electronic sureties (SurePath or Tinubu) to submit their bid bond; or may submit cash, cashier's check, certified check, or a bidder bond to Design Services at 2220 Tulare St., Seventh Floor, Fresno, CA 93721. Those submitting bid bonds directly to Design Services must submit their bid bond:

1. Under sealed cover
2. Marked as a bid-bond
3. Identifying the contract number and the bid opening date on the cover

Replace Section 2-1.34 with:

2-1.34 BIDDER'S SECURITY

You must either attach an electronic bid bond or provide an original bid bond (or other form of bid security authorized by Public Contract Code Section 20129(a)), prior to the bid opening.

Submit one of the following forms of bidder's security equal to at least 10 percent of the bid:

1. Cash
2. Cashier's check
3. Certified check
4. Signed bidder's bond by an admitted surety insurer

Submit cash, cashier's check, certified check, or bidder's bond with a paper bid.

An electronic bid bond may be submitted either:

1. As an electronic bidder's bond by an admitted surety insurer submitted using an electronic registry service approved by the Department (SurePath or Tinubu).
2. As a scanned attachment of a notarized paper bid with the original paper notarized bidder's bond by the admitted surety insurer so that it is received by Design Services no later than 4:00 PM on the fifth (5th) calendar day after the bid opening.

Cash, cashier's check, certified check, or paper bidder's bonds should be sent in a sealed envelope in accordance with the labeling and address instructions listed on the Notice to Bidders.

Replace Section 2-1.40 with:

2-1.40 BID WITHDRAWAL

1. An authorized agent may withdraw a paper bid before the bid opening date and time by submitting a written bid withdrawal request at the location where the bid was submitted. Withdrawing a bid does not prevent you from submitting a new bid. An authorized agent is an individual authorized to submit a bid.
2. A bidder may withdraw or revise a bid after it has been submitted to the electronic bidding service if this is done before the bid opening date and time.
3. After the bid opening time, you cannot withdraw a bid.

2-1.46 DEPARTMENT'S DECISION ON BID

The Department's decision on the bid amount is final.
The Department may reject:

1. All bids
2. A nonresponsive bid
3. A bid from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting a bid on the project

Replace Section 2-1.47 with:

2-1.47 BID RELIEF

The Department may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief via email to Design Services at the address listed in the table in Section 1-1.11.

Add Section 2-1.51:

2-1.51 DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the contractor is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the contractor changes its status to operate as a corporation.

Members of the contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while contractor is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form which is included in *Project Details* of these special provisions.

In the event that the Contractor (to whom the project is awarded) is operating as a corporation or incorporates during the course of the construction contract, and any member of its board of directors is engaged or intends to become engaged in self-dealing transaction(s), each member of its board of directors who is engaged or intends to become engaged in a self-dealing transaction or transactions must complete and submit to the County a completed Self-Dealing Transaction Disclosure Form (in Project Details) for each such transaction prior to engaging therein or immediately thereafter.

3 CONTRACT AWARD AND EXECUTION

Replace Section 3 with:

3-1.01 GENERAL

Section 3 includes specifications related to contract award and execution.

3-1.02 CONSIDERATION OF BIDS

3-1.02A General

Bids will be compared on the basis listed in the Notice to Bidders.

3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss.

3-1.03 CONTRACTOR REGISTRATION

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

3-1.04 CONTRACT AWARD

3-1.04A BID PROTEST PROCEDURES

Any bid protest must be submitted in writing and delivered by the Bidder by either of the following means: (1) via e-mail to DesignServices@fresnocountyca.gov; or (2) via certified mail, return receipt requested to the following address: Design Division, Department of Public Works and Planning, 2220 Tulare Street, Sixth Floor, Fresno, CA 93721.

The bid protest must be received no later than 5:00 p.m. of the seventh (7th) calendar day following the bid opening for any issues found within the bid itself, or 5:00 p.m. of the third (3rd) calendar day following the deadline for submittal of the specific bid document(s) placed at issue by the protest. Any Bidder filing a protest is encouraged to submit the bid protest via e-mail, because the deadline is based on the Department's receipt of the bid protest. A bid protest accordingly may be rejected as untimely if it is not received by the deadline, regardless of the date on which it was postmarked. The Bidder's compliance with the following additional procedures also is mandatory:

a. The initial protest document shall contain a complete statement of the grounds for the protest, including a detailed statement of the factual basis and any supporting legal authority.

b. The protest shall identify and address the specific portion of the document(s) forming the basis for the protest.

c. The protest shall include the name, address and telephone number of the person representing the protesting party.

d. The Department will provide a copy of the initial protest document and any attached documentation to all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

e. The Board of Supervisors will issue a decision on the protest. If the Board of Supervisors determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.

f. The procedure and time limits set forth herein are mandatory and are the Bidder's sole and exclusive remedy in the event of a bid protest. Failure by the Bidder to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including the subsequent filing of a Government Code Claim or legal proceedings.

3-1.04B AWARD PERIOD

If the Department awards the contract, the award is made to the lowest responsible bidder within 70 calendar days after bid opening.

The Department may extend the specified award period if the bidder agrees.

You may request to extend the award period by e-mailing a request to DesignServices@fresnocountyca.gov before 4:00 p.m. on or before the last day of the award period. If you do not make this request, after the specified award period:

1. Your bid becomes invalid
2. You are not eligible for the award of the contract

3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

The successful bidder must furnish 2 bonds conforming to the requirements in the *Agreement* of these special provisions.

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.07 INSURANCE POLICIES

The successful bidder must submit copies of its insurance policies conforming to the requirements in the *Agreement* of these special provisions.

3-1.08 –3-1.10 RESERVED

3-1.11 PAYEE DATA RECORD

Complete and deliver to the Engineer a Payee Data Record form when requested by the Engineer.

3-1.12 RESERVED

3-1.13 FORM FHWA-1273

For a federal-aid contract, form FHWA-1273 is included with the Contract form in the documents sent to the successful bidder for execution. Comply with its provisions. Interpret the training and promotion section as specified in Section 7-1.11A.

3-1.14–3-1.17 RESERVED

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the *Agreement*.

Deliver to Design Services:

1. Signed *Agreement* including the attached form FHWA-1273
2. Contract bonds
3. Documents identified in Section 3-1.07
4. For a federal-aid contract, *Local Agency Bidder - DBE Information* form

Design Services must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

3-1.19 BIDDERS' SECURITIES

The Department keeps the securities of the 1st, 2nd, and 3rd low bidders until the contract has been executed. The other bidders' securities, other than bidders' bonds, are returned upon determination of the 1st, 2nd, and 3rd low bidders, and their bidders' bonds are of no further effect (Pub Cont Code § 10184).

4 SCOPE OF WORK

Replace Section 4-1.02 with:

4-1.02 INTENT

The Contract intent is to provide for work completion using the best general practices.

Nothing in the specifications, special provisions, Standard Specifications, or in any other Contract document voids the Contractor's public safety responsibilities.

Replace Section 4-1.07D with:

4-1.07D Reserved

Replace the last paragraph of Section 4-1.13 with:

Remove warning, regulatory, and guide signs when directed by the Engineer.

5 CONTROL OF WORK

Delete the last paragraph of Section 5-1.01

Add the following before the last sentence in Section 5-1.02:

Caltrans Standard Plans, County of Fresno Standard Drawings, and any other other-agency Standard Drawings included in the “Project Details” section of the book entitled “Specifications” have the same ranking as Standard Plans.”

All other drawings in the “Project Details” section of the book entitled “Specifications” have the same ranking as Project Plans.

Tables and other documents in the “Project Details” section of the book entitled “Specifications” have the same ranking as Special Provisions. If a portion of a document in the Project Details section conflicts with the Special Provisions, the Special Provisions shall prevail.

Replace Section 5-1.09 with:

5-1.09 RESERVED

Replace Section 5-1.12 with:

5-1.12 ASSIGNMENT

The performance of the Contractor or any Contract part may be assigned only with prior written consent from the Department. To request consent, submit a Contractor Action Request – Assignment of Contract Performance form. The Department does not consent to any requested assignment that would relieve you of your surety of the responsibility to complete the work or any part of the work. No third-party agreement relieves you or your surety of the responsibility to complete the work. Do not sell, transfer, or otherwise dispose of any Contract part without prior written consent from the Department.

If you assign the right to receive Contract payments, the Engineer accepts the assignment upon the Engineer's receipt of a Contractor Action Request – Assignment of Contract Monies, Assignee Change of Name/Address form. Assigned payments remain subject to deductions and withholds described in the Contract. The Department may use withheld payments for work completion whether payments are assigned or not.

A pending or disapproved request for assignment does not relieve you of the responsibility to commence and pursue work timely and in strict accordance with contract documents.

Replace Section 5-1.13C with:

5-1.13C RESERVED

Replace Section 5-1.13D with:

5-1.13D RESERVED

Add the following paragraph to the end of Section 5-1.16:

Submit Daily Log records to the Engineer weekly for the entire course of work unless the Engineer requests another interval.

Replace Section 5-1.20B(4) with:

5-1.20B(4) Contractor–Property Owner Agreement

Before procuring material from or disposing or stockpiling of material on non-highway property:

1. Provide proof that the property where materials are to be stockpiled or equipment parked/stored is appropriately zoned and/or permitted for the use proposed by the Contractor.
2. Obtain written authorization from each and every owner of the property where materials are to be stockpiled or equipment parked/stored.
3. Provide proof that the signor(s) of the authorization are the owners of the property.

4. Provide an executed release from the property owner(s) absolving the Department from any and all responsibility in connection with the stockpiling of materials or parking/storage of equipment on said property.
5. Obtain written permission from the Engineer to stockpile materials or park/store equipment at the location designated in said authorization.

Before Contract acceptance, submit a document signed by the owner of the material source or disposal site stating that the Contractor has complied with the Contractor-owner agreement.

Failure by the Contractor to provide written authorization shall result in the withholding of all funds due to the Contractor until said authorization is received by the County.

Replace Section 5-1.20C with:

5-1.20C Permit with City of Fresno

The project requires the contractor to obtain encroachment permits from City of Fresno for all work within City's jurisdictions. Contractor shall be responsible for obtaining the permits, submit any information requested by the City and pay all fees. The cost of obtaining the permits shall be included in the various items of work and no further compensation will be allowed therefor.

5-1.20G PG&E Existing Gas Lines and other utilities

There are existing high pressure and service gas lines within the limits of the project. There are also water, sewer, telecommunication lines within the limits. The plans show approximate locations of the utilities based on plat maps provided by utilities company. County cannot guarantee their final location and depth. County cannot guarantee that there are other utilities not shown in the plans. Contractor is responsible for contacting underground service alert (USA) 811, coordinating with utilities companies and potholing all utilities before processing with work.

The County performed some random potholes to the existing utilities. Results of the pothole are incorporated as supplemental information only. This information is for the contractor's information only. This is not to be considered to be part of the contract documents and shall have no bearing whatsoever on the interpretation of the standard specifications, the standard plans, the special provisions, nor shall they have any bearing whatsoever on the interpretation of the other publications referenced therein.

The cost to furnish all labor, equipment materials, tools, to pothole all utilities, abiding by PG&E requirements, and coordinating with utilities companies shall be included in the various items of work and no further compensation will be allowed therefor.

This project requires installation of new water pipeline along with service connections, fire hydrants and all other appurtenances shown. It is contractor's responsibility to coordinate the abandonment of the existing water line and construction of the new water line per plans prepared by City of Fresno.

County staff has coordinated with PG&E. The following are the requirements/statement from PG&E staff:

Transmission Gas Line:

The transmission gas line is only at the intersection of MLK and Jensen Ave, as shown in the plans 12" Gas Line.

"Any excavations to occur within 10 feet of the pipeline will require a field meet with PG&E Stand-by. Any excavations within 5 feet will require stand-by to be onsite during the excavation activity"

If trenching, no power-operated equipment can be used within 2 feet of the pipeline unless the line is fully exposed in all directions (360 degrees around the pipe). Prior to confirming exact location of the pipe and using power-operated equipment, only hand excavation or vacuum excavation is allowed."

Potholing at intervals not to exceed 50 feet is required when excavating within 5 feet of the outermost horizontal edge of the pipeline.

Any heavy construction equipment to be used over and near the PGE gas transmission pipeline must be submitted to PG&E pipe Engineer for approval so that PG&E Engineer can perform the wheel load calculations.

The contractor is responsible to coordinate with PG&E requirements during biding and after award prior to construction. The PG&E contact information are:

PG&E contact (transmission line):

Nida Bernhardt, Pipeline Engineer

P.H: 559-573-1968

n1b2@pge.com

Distribution pressure gas line:

PG&E requires no scarification within 12" from gas distribution main, and requests no mechanical compaction equipment (i.e., Sheepsfoot) within 18" from top of pipe and heavy vibratory equipment. It is recommended to use hand compaction equipment within 18" from gas distribution line.

Compaction methods including Non-vibratory equipment and soil stabilizer are acceptable within 6" to 18" from the top of pipe with the exception of Vibratory Pad-foot roller. Soil Stabilizer is acceptable from 6" to 18" from top to pipe provided PG&E approves the allowable wheel loading at these depths of cover over the gas main.

At minimum, potholing requirement to high pressure/distribution line is at intervals of 500 ft and some service tee connections to determine service line depth.

Any heavy construction equipment to be used over and near 18" of the PGE gas distribution pipeline may need to be submitted to PG&E pipe Engineer for approval so that PG&E Engineer can perform the wheel load calculations.

The contractor is responsible to coordinate with PG&E requirements during biding and after award prior to construction. The PG&E contact information are:

PG&E contact (Distribution line):

Jeremiah Camarena

P.H: 559-355-6044

JJ18@pge.com

Replace Section 5-1.23A with:

5-1.23A General

Section 5-1.23 includes specifications for action and informational submittals.

Any submittal not specified as an informational submittal is an action submittal.

Submit action and informational submittals to the Engineer. Unless otherwise specified in these Specifications, submittals shall be provided via email in .pdf format.

Each submittal must have a cover sheet that must include:

1. Contract number
2. Project Name

3. Date
4. Submittals (and resubmittals if applicable) must be numbered sequentially
5. Structure number if applicable
6. Contractor
7. Person responsible for submitting the submittal
8. Signature of Contractor's representative sending submittal
9. Section number and/or item submittal is referencing
10. Pages of submittal, excluding cover sheet

The Department rejects a submittal if it has any error or omission.

If the last day for submitting a document falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

Documents must be submitted in the English language.

Convert documents to US customary units.

Replace the first paragraph of Section 5-1.23B(2)(b) with:

If specified, email electronic shop drawing and calculation sheet submittals to the Engineer.

Replace Section 5-1.24 with:

5-1.24 CONSTRUCTION SURVEYS

The Engineer places stakes and/or marks as the Engineer determines to be necessary to establish the lines and grades required for the work.

Submit your request for Engineer-furnished stakes:

1 Once staking area is ready for stakes
2. On a Request for Construction Stakes form

After your submittal, the Engineer starts staking within 2 working days.

Preserve stakes and marks placed by the Engineer. If the stakes or marks are destroyed, the Engineer replaces them at the Engineer's earliest convenience and deducts the cost.

5-1.24 CONSTRUCTION SURVEYS

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2. On a Request for Construction Stakes form

After your submittal, the Engineer starts staking within 2 working days.

Preserve stakes and marks placed by the Engineer. If the stakes or marks are destroyed, the Engineer replaces them at the Engineer's earliest convenience and deducts the cost.

Replace Section 5-1.27E with:

5-1.27E CHANGE ORDER BILLS

Maintain separate records for change order work costs.

Replace Section 5-1.32 with:

5-1.32 AREAS FOR USE

Occupy the highway only for purposes necessary to perform the work.

Defend, indemnify, and hold the Department harmless to the same extent as under Section 7-1.05.

The Department does not allow temporary residences within the County right-of-way.

Replace Section 5-1.43A with:

5-1.43A General

Minimize and mitigate the impacts of work or events for which you will make a potential claim.

For each potential claim assign an identification number determined by chronological sequencing and the 1st date of the potential claim.

Use the identification number for each potential claim on the:

1. Initial Potential Claim Record form
2. Supplemental Potential Claim Record form
3. Full and Final Potential Claim Record form

Failure to comply with this procedure is:

1. Waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim procedure
2. Bar to arbitration (Pub Cont Code § 10240.2)

Replace the word "State" with "Department" in the 3rd paragraph of Section 5-1.43D.

Replace the word "Department's" with "Caltrans" in the 6th paragraph of Section 5-1.43E(1)(a).

Replace the word "Department" with "Caltrans" where it appears in Section 5-1.43E(2)(a).

Replace the word "Department" with "Caltrans" where it appears in Section 5-1.43E(3)(a).

6 CONTROL OF MATERIALS

Replace Section 6-1.05 with:

6-1.05 SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION

Unless substitution is expressly precluded in the special provisions, a reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. Unless the Department has made a public interest finding expressly authorizing sole source procurement of a particular item, you may use a product that is equal to or better than the specified brand or trade name if authorized.

Submit a substitution request with a time period that:

1. Follows Contract award
2. Allows 30 days for review
3. Causes no delay

Include substantiating data with the substitution request that proves that substitution:

1. Causes no delay
2. Is of equal or better quality and suitability

If the special provisions disallow substitution of a particular item, provide the specified item and do not propose substitution.

Replace Section 6-1.06 with:

6-1.06 RESERVED

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add after the last paragraph of Section 7-1.02C:

The following information is provided for the Contractor's information, and nothing herein or elsewhere within these special provisions shall be construed as limiting the Contractor's responsibility for complying with all applicable rules and regulations. In conformance with Title 13 § 2449(i), between March 1 and June 1 of each year, new valid Certificates of Reported Compliance for the current compliance year, as defined in Section 2449(n) for the Contractor and all applicable subcontractors must be submitted. Submit new valid Certificates of Reported Compliance to the Engineer at least one week prior to the expiration date of the current certificate.

Replace the 2nd Paragraph of Section 7-1.02K(2) with:

The general prevailing wage rates and any applicable changes to these wage rates are available:

1. From Design Services
2. From the Department of Industrial Relations' Web site

Add to the list in the second paragraph of Section 7-1.02K(3) with:

1.10. Fringe Benefits

Replace Section 7-1.02K(4)(a) with:

7-1.02K(4)(a) Apprenticeship Requirements for non-Federal Projects

A. Pursuant to Sections 1770-1780 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages in the locality for each craft or type of worker needed to execute the work. Said wage rates pursuant to Section 1773.2 of the Labor Code are on file with the Clerk to the Fresno County Board of Supervisors, and will be made available to any interested person on request. A copy of this wage scale may also be obtained at the following Web Site: *www.dir.ca.gov/dlsr.*

B. Pursuant to Section 1775 of the Labor Code of the State of California, nothing in this Article shall prevent the employment of properly registered apprentices upon public works. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which he/she is registered.

C. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

Replace the 4th paragraph of Section 7-1.02K(6)(j)(ii) with:

Submit the lead compliance plan as an informational submittal.

Replace Section 7-1.02K(6)(j)(iii) with:

7-1.02K(6)(j)(iii) Unregulated Earth Material Containing Lead

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of earth material containing lead.

Lead is present in earth material on the job site. Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan. The average lead concentrations are below 1,000 mg/kg total lead and below 5 mg/L soluble lead. The material on the job site:

1. Soil in areas with average lead concentrations below 80 mg/kg is not a hazardous waste and does not require disposal at a permitted landfill or solid waste disposal facility.
2. Soil in areas with average lead concentrations above 80 mg/kg and below 320 mg/kg does not require disposal at a permitted landfill or solid waste disposal facility as long as the soil is reutilized/kept within the existing road Right of Way.

Lead is typically found within the top 2 feet of material in unpaved areas of the highway. Excavated material may be reused within the project limits. Haul and place the surplus excavated material per paragraph 7 and 8 of this section.

Lead has been detected in material to a depth of 1 foot in unpaved areas of the highway. Levels of lead found on the job site range from ND to 500 mg/kg total lead with an average concentration of 147.4 mg/kg total lead as analyzed by EPA test method 6010 or EPA test method 7000 series and based upon a 95 percent upper confidence limit. Levels of lead found within the project limits have a predicted average soluble concentration of 11.0 mg/L as analyzed by the California Waste Extraction Test and based upon a 95 percent upper confidence limit.

Handle the material under all applicable laws, rules, and regulations, including those of the following agencies:
1. Cal/OSHA
2. CA RWQCB, Region 5-Central Valley
3. CA Department of Toxic Substances Control

If the material is disposed of:

1. Disclose the lead concentration of the material to the receiving property owner when obtaining authorization for disposal on the property
2. Obtain the receiving property owner's acknowledgment of lead concentration disclosure in the written authorization for disposal
3. You are responsible for any additional sampling and analysis required by the receiving property owner

If you choose to dispose of the material at a commercial landfill:

1. Transport it to a Class III or Class II landfill appropriately permitted to receive the material
2. You are responsible for identifying the appropriately permitted landfill to receive the material and for all associated trucking and disposal costs, including any additional sampling and analysis required by the receiving landfill

Add to the end of Section 7-1.02M(2):

Cooperate with local fire prevention authorities in eliminating hazardous fire conditions.

Obtain the phone numbers of the nearest fire suppression agency, California Department of Forestry and Fire Protection (Cal Fire) unit headquarters, United States Forest Service (USFS) ranger district office,

and U.S. Department of Interior (USDI) BLM field office. Submit these phone numbers to the Engineer before the start of job site activities.

Immediately report to the nearest fire suppression agency fires occurring within the project limits.

Prevent project personnel from setting open fires that are not part of the work.

Prevent the escape of and extinguish fires caused directly or indirectly by job site activities

Except for motor trucks, truck tractors, buses, and passenger vehicles, equip all hydrocarbon-fueled engines, both stationary and mobile including motorcycles, with spark arresters that meet USFS standards as specified in the *Forest Service Spark Arrester Guide*. Maintain the spark arresters in good operating condition. Spark arresters are not required by Cal Fire, the BLM, or the USFS on equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels. The *Forest Service Spark Arrester Guide* is available at the district offices.

Each toilet must have a metal ashtray at least 6 inches in diameter by 8 inches deep half-filled with sand and within easy reach of anyone using the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas and oil storage areas. Each small mobile or stationary engine site must be cleared of flammable material for a radius of at least 15 feet from the engine.

Each area to be cleared and grubbed must be cleared and kept clear of flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste. Before clearing and grubbing, clear a fire break at the outer limits of the areas to be cleared and grubbed. Other fire breaks may be ordered and are change order work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non–working days.

If field and weather conditions become such that the determination of the fire danger rating is suspended, Section 7-1.02M(2) will not be enforced for the period of the suspension of the determination of the fire danger rating. The Engineer will notify you of the dates of the suspension and resumption of the determination of the fire danger rating.

Place the contents of Section 7-1.04 under the heading:

7-1.04 PUBLIC SAFETY

7-1.04A General

Replace the 7th paragraph in Section 7-1.04A with:

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone.

Replace the 11th paragraph in Section 7-1.04A with:

Cover signs that direct traffic to a closed area.

Add to the end of Section 7-1.04A:

Where 2 or more lanes in the same direction are adjacent to the area where the work is being performed, including shoulders, the adjacent lane must be closed under any of the following conditions:

1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 miles per hour
2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 miles per hour

Closure of the adjacent traffic lane is not required when performing any of the following:

1. Working behind a barrier

2. Paving, grinding, or grooving
3. Installing, maintaining, or removing traffic control devices except Type K temporary railing

Do not reduce an open traffic lane width to less than 10 feet. When traffic cones or delineators are used for temporary edge delineation, the side of the base of the cones or delineators nearest to traffic is considered the edge of the traveled way.

Add the following to the end of Section 7-1.04:

7-1.04B WORK ZONE SAFETY AND MOBILITY

7-1.04B(1) POLICY

In order to ensure safe and efficient flow of traffic through work zones, the County of Fresno, via its General Plan, Transportation and Circulation Element, Policy TRA-1, has adopted the use of AASHTO Standards as supplemented by Caltrans and County Department of Public Works and Planning Standards.

7-1.04B(2)TRAFFIC MANAGEMENT PLAN

Perform traffic management shall be in accordance with Section 12, “TEMPORARY TRAFFIC CONTROL,” of these special provisions.

7-1.04B(3)TEMPORARY TRAFFIC CONTROL PLAN

Prepare traffic control plan(s) in accordance with Section 12, “TEMPORARY TRAFFIC CONTROL,” of these special provisions.

7-1.04B(4)PUBLIC INFORMATION

Provide notice to public agencies and others to the extent required, if any, elsewhere in these special provisions. The Engineer provides other noticing not identified to be performed by the Contractor.

Replace the word “State” with “County” where it occurs in Section 7-1.05C.

Replace the word “State” with “Department” in the 1st paragraph of Section 7-1.06B.

Replace the word “State” with “County” in the 5th paragraph of Section 7-1.06C.

Replace the word “State” with “the Department” in Section 7-1.06D(1).

Replace Section 7-1.06D(2) with:

7-1.06D(2) Liability Limits/Additional Insureds

Refer to the *Agreement* of these special provisions

Additional insured coverage must be provided by a policy provision or by an endorsement providing coverage at least as broad as *Additional Insured* (Form B) endorsement form CG 2010 and CG 2037 (for completed operations), as published by the Insurance Services Office (ISO), or equivalent form as approved by the Department.

Replace the word “State” with “County” in Section 7-1.06D(3).

Replace the word “State” with “County” in Section 7-1.06D(4).

Replace Section 7-1.06E with:

7-1.06E Automobile Liability Insurance

Comply with requirements in the *Agreement* of these special provisions.

Replace Section 7-1.06G with:

7-1.06G NOT USED

Replace Section 7-1.06H with:

7-1.06H Enforcement

The Department may assure your compliance with your insurance obligations. 30 days before an insurance policy lapses, expires, or is canceled during the Contract period you must submit to the Department evidence of renewal or replacement of the policy.

If you fail to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to you or terminate your control of the work.

Any failure to comply with the reporting provisions of your policy shall not affect coverage provided to the Department, including its officers, directors, agents (excluding agents who are design professionals), and employees.

You are not relieved of your duties and responsibilities to indemnify, defend, and hold harmless the County, its officers, agents, and employees by the Department's acceptance of insurance policies and certificates.

Minimum insurance coverage amounts do not relieve you for liability in excess of such coverage, nor do they preclude the County from taking other actions available to it, including the withholding of funds under this Contract.

Replace Section 7-1.06I with:

7-1.06I Self-Insurance

Comply with the *Agreement* of these special provisions.

Add to the beginning of Section 7-1.07B:

This section applies to seal coat projects.

Add Section 7-1.07C:

7-1.07C Claims

This section applies to non-seal coat projects which involve asphalt concrete paving. Pay for claims for personal property damage caused by your work. Claims are limited to:

1. 10 percent of the total bid

Within 30 days of the last working day placement of hot mix asphalt, do the following:

1. Process and resolve all claims reported or submitted to you by the public as follows:
   1.1. Within 3 business days of receipt of a claim, submit to the Department a copy of the claim, a written analysis of the claim, and a statement indicating whether or not you will pay the claim. If you reject a claim, provide the reasons for rejection in writing.
   1.2. If the claimant becomes dissatisfied with your handling of the claim, immediately refer the claimant to the local district claims office for assistance in resolving the claim.
2. Submit to the Department evidence of your paid claims.

All claims presented to the Department, (Govt Code § 900 et seq.) are processed and resolved by the Department as follows:

1. The claims are processed as formal government claims subject to all laws and policies and are resolved as the Department determines including referring the claim to you for handling.
2. If the Department approves settlement of a claim or is ordered to pay pursuant to a court order, the claim is paid from funds withheld from you.
3. Within 3 business days of the Department's determination that you are responsible for resolving the claim, the Department sends a copy of the claim to you for resolution or notifies you of the Department's decision to resolve the claim.

The Department withholds an amount not to exceed 5 percent of the total bid to resolve all claims. The amount is held no longer than 60 days following the last working day so that the Department has ample time to resolve any pending claims. After 60 days, any remaining amount withheld is returned to you.

If no withheld funds remain or have been returned, the Department may pay any claims and seek reimbursement from you through an offset or any other legal means. Any reimbursement or offset to be recovered from you, including all other paid claims, is limited to 10 percent of the total bid.

Section 7-1.07C does not limit your obligation to defend and indemnify the Department.

8 PROSECUTION AND PROGRESS

Replace Section 8-1.01 with:

8-1.01 GENERAL

Section 8 includes specifications related to prosecuting the Contract and work progress.

8-1.01A Work Hours

Perform all work on working days during daytime.

You may request approval to work on a holiday or on a non-working day. If, pursuant to such request, the Engineer authorizes you to work on a holiday or on a non-working day, you pay the actual cost incurred by the Department to perform all inspection, surveying, testing, and all other project-related work by the Department on such holiday or non-working day. Such payment will be deducted from monies due or which may become due to the Contractor.

Plan work so that all construction operations performed each day, including cleanup of the project site, establishment of appropriate traffic control and any other work necessary for the safety of the public shall be completed within the daytime hours.

Do not perform work during nighttime unless approved by the Engineer

Request approval to work during nighttime in writing and include the appropriate traffic control plan(s) and work plan(s) which clearly identify all provisions for illuminating all portions of the work site, including any flagging operations.

If you fail to complete work during the daytime hours, the Engineer may stop all work upon the onset of nighttime and order you to perform any and all work the Engineer deems necessary to ensure the safety of the public during the nighttime hours.

You are not entitled to any additional compensation or extension of the contract time as a result of the Engineer stopping the work due to the onset of nighttime.

Replace the 1st paragraph of Section 8-1.02B(1) with:

No pay item is provided for Level 1 Critical Path Project Schedule. Payment is considered to be included in the various items of work including revisions and time analysis.

Add to the end of the list in the 4th paragraph of Section 8-1.02B(3) with:

3. Time Impact Analysis (Refer to Section 8-1.02C(8)(b) for description)

Replace Section 8-1.02C with:

8-1.02C Reserved except for 8-1.02C(8)(b)

Replace Section 8-1.04 with:

8-1.04 START OF JOB SITE ACTIVITIES

8-1.04A General

Provide signed contracts, bonds, and evidence of insurance timely as required.

This section, 8-1.04, "Start of Job Activities," does not modify remedies available to the Department should you fail to provide signed contracts bonds and insurance timely.

Submit a notice 72 hours before starting job site activities. If the project has more than 1 location of work, submit a separate notice for each location.

You may start job site activities before receiving notice of Contract approval if you:

1. Deliver the signed Contract, bonds, and evidence of insurance to the Department
2. Submit 72-hour notice
3. Are authorized by the Department to start
4. Perform work at your own risk
5. Perform work under the Contract

If the Contract is approved, work already performed that complies with the Contract is authorized.

If the Contract is not approved, leave the job site in a neat condition. If a facility has been changed, restore it to its former condition or an equivalent condition. The Department does not pay for the restoration.

8-1.04B Standard Start

Be prepared to begin work at the project site no later than the 20th business day after award of the Contract by the Department.

The Engineer may issue a notice to proceed as soon as the Contracts, including bonds and insurance certificates, have been approved.

Start work on the day shown in the notice to proceed, unless an early start has been approved.

The Engineer may issue a notice of commencement of contract time if you fail to provide Contracts, including bonds and insurance certificates or other required documents timely.

A notice of commencement of contract time does not authorize you to start work on the project site, but contract time begins to elapse on the date shown in the notice of commencement of contract time.

Complete all work within the number of working days specified in the Notice to Bidders.

Start work from the date shown in said Notice to Proceed, or in the Notice of Commencement of Contract Time, whichever comes first.

Start the first order of work from the date shown in said Notice to Proceed, or in the Notice of Commencement of Contract Time, whichever was issued first.

Complete all work, including corrective work and punch list work, prior to the expiration of the allotted working days. Working days continue to accrue until corrective work and punch list work is completed and accepted.

Pay to the County of Fresno the sum of

TWO THOUSAND ($2,000.00)

per day for each and every calendar day's delay in finishing the work, including corrective work and punch list work, in excess of the total number of working days prescribed above.

Replace the 1st paragraph in Section 8-1.05 with:

Contract time starts on the day specified in the notice to proceed or in the notice of commencement of contract time as described in Section 8-1.04 or on the day you start job site activities, whichever occurs first.

Replace the 3rd and 4th paragraph including the table in Section 8-1.10A with:

Liquidated damages are specified in Section 8-1.04.

Replace the word "State's" with "County's" in Section 8-1.14A.

9 PAYMENT

Add Section 9-1.01A:

9-1.01A COMPENSATION

The bid items shown in the bid item list represent full compensation for performing all work. Full compensation for any work for which there is no bid item shall be considered to be included in the various items of work.

Delete paragraphs 11-14 of Section 9-1.03.

Add after the 6th paragraph of Section 9-1.03:

Notwithstanding anything to the contrary in these special provisions, full compensation for performing all work as shown, as specified, and as directed by the Engineer is considered to be included in the various bid items, and no additional payment will be made, except pursuant to a contract change order to perform work not shown and/or specified.

If one or more bid item(s) is/are not included, perform the work as shown and as specified and payment therefor is considered to be included in the various items of work.

Replace the last paragraph of Section 9-1.03 with:

Pay your subcontractors within 10 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5.

Replace the word "Department's" with "Caltrans" in the 5th paragraph of Section 9-1.07A.

Replace Section 9-1.16F with:

9-1.16F Retentions

The Department, once in each month, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished, provided the acceptable materials are listed as eligible for partial payment as materials in the special provisions and are furnished and delivered by the Contractor on the ground and not used or are furnished and stored for use on the contract, if the storage is within the State of California and the Contractor furnishes evidence satisfactory to the Engineer that the materials are stored subject to or under the control of the Department, to the time of the estimate, and the value thereof. The estimate shall also include any amounts payable for mobilization. Daily extra work reports furnished by the Contractor less than 5 calendar days, not including Saturdays, Sundays and legal holidays, before the preparation of the monthly progress estimate shall not be eligible for payment until the following month's estimate.

The amount of any material to be considered in making an estimate will in no case exceed the amount thereof which has been reported by the Contractor to the Engineer on State-furnished forms properly filled out and executed, including accompanying documentation as therein required, less the amount of the material incorporated in the work to the time of the estimate. Only materials to be incorporated in the work will be considered. The estimated value of the material established by the Engineer will in no case exceed the contract price for the item of work for which the material is furnished.

The Department shall retain 5 percent of the estimated value of the work done and 5 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor. The Department will not hold retention for mobilization or demobilization.

The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No monthly estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

No monthly estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

Add Section 9-1.23:

9-1.23 RESOLUTION OF CONTRACT CLAIMS

Public works contract claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a Contractor and a local public agency shall be resolved in accordance with the provisions of California Public Contract Code Sections 20104-20104.6, inclusive. In addition, California Public Contract Code Section 9204 requires that the procedure established therein shall apply to all claims (as therein defined) filed by a contractor in connection with a public works project. Accordingly, this contract expressly incorporates all of the terms and conditions of those statutory provisions, which are as follows:

California Public Contract Code Section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the 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 public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) 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 public entity shall provide the claimant 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 public entity 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 public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. 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. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
(C) 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.
(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and

requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

California Public Contract Code Sections 20104 – 20104.6

Section 20104

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

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

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

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

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

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

Section 20104.2

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

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

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

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

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

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

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

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

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

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

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Section 20104.4

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

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

(b) (**1)** If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

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

Section 20104.6

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

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

Add Section 9-1.24:

9-1.24 SUPPLEMENTAL WORK (PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS)

This item is provided solely to provide funds necessary for adjustments to the prices of those oil-containing materials expressly specified as eligible for such adjustments in “Payment Adjustments for Price Index Fluctuations,” elsewhere in these special provisions.

The amount included for this item is an estimate only, and is a predetermined amount included in the bid item list for the project.

This item, “Supplemental Work (Payment Adjustments for Price Index Fluctuations” is purely administrative in nature, is not intended to limit such payment adjustments to the number provided in the bid item list, nor is it intended to modify or supplement the provisions in “Payment Adjustments for Price Index Fluctuations,” in any manner whatsoever. Any and all such adjustments shall be made in strict conformance with the requirements in said section.

The provisions in Section 9-1.06, "Changed Quantity Pay Adjustments" of the Standard Specifications shall not apply to the item “Supplemental Work (Payment Adjustments for Price Index Fluctuations).”

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to the end of Section 10-1.02C(2):

Protect any irrigation component to be relocated before performing any other construction activity in the area.

Replace *Reserved* in Section 10-1.02C(3) with:

Transplant any plant to be transplanted before performing any other construction activity in the area.

Add to the beginning of Section 10-1.02E:

Construct the new pavement structure adjacent to the existing traveled way by successively excavating, preparing subgrade, placing base materials, and paving. Perform these activities concurrently after you start paving.

If a difference in excess of 0.15 foot exists between the elevation of the existing pavement and the elevation of an excavation within 8 feet of the traveled way at the end of each working day, place and compact material against the vertical cut adjacent to the traveled way. During the excavation, you may use native material for this purpose except you must use structural material once you start placing the structural section. Place the material to the top of the existing pavement and taper at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

12 TEMPORARY TRAFFIC CONTROL

Add to Section 12-1.01 GENERAL:

Contractor is required to submit different traffic control plans for different phases of the work. Submit a traffic control and a phasing plan for the reconstruction of the roads and a separate traffic control for the construction/replacement of the water pipeline.

Road reconstruction traffic control plan: contractor shall follow minimum requirements per Section 12 of Caltrans Standards Specifications, these special provisions, CA MUTCD and requirements from City of Fresno Traffic control permit.

Water pipeline reconstruction traffic control plan: contractor shall follow minimum requirements per Section 12 of Caltrans Standards Specifications, these special provisions, CA MUTCD and requirements from City of Fresno Traffic control permit. In addition, Refer to Section 77 “LOCAL INFRASTRUCTURE” of the Special provisions for Traffic control requirements during construction of the new water pipeline. Contractor shall abide to the schedule specified in that section.

Replace Section 12-1.04 with:

12-1.04 PAYMENT

Full compensation for furnishing all labor (including flagging), materials, tools, equipment and incidentals, and for doing all work involved for the sole convenience, direction and safety of public traffic following requirements per Section 12 of Caltrans Standards Specifications, these special provisions, CA MUTCD and requirements from City of Fresno Traffic control permit during the reconstruction of the road shall be included in the “TRAFFIC CONTROL SYSTEM (Road Reconstruction)” bid item. This bid item shall be paid at the lump sum price bid.

The cost for traffic control during water pipeline replacement shall be included in the Traffic Control, Detours and Access (Water Infrastructure Replacement) bid item as described in Section 77 of these Special Provisions. This bid item shall be paid at the lump sum price bid".

Flagging Costs

You pay the cost of furnishing all flaggers, including transporting flaggers and furnishing stands and towers for flaggers to provide for the passage of traffic through the work as specified in sections 7-1.03 and 7-1.04.

Replace Section 12-2 with:

12-2 CONSTRUCTION PROJECT FUNDING SIGNS

12-2.01 GENERAL

Details for construction project funding signs are in *Project Details*.

Keep construction project funding signs clean and in good repair at all times.

12-2.02 MATERIALS

Provide Construction project funding signs, posts, and mounting hardware.

Construction project funding signs must be wood post signs complying with Section 82-3.

Sign panels for construction project funding signs must be framed, single sheet aluminum panels complying with Section 82-2.

The background on construction project funding signs must be Type II retroreflective sheeting on the Authorized Material List for signing and delineation materials.

The legend must be retroreflective, except for nonreflective black letters and numerals. The colors blue and orange must comply with PR Color no. 3 and no. 6, respectively, as specified in the Federal Highway Administration's *Color Tolerance Chart*.

The size of the legend on construction project funding signs must be as described. Do not add any additional information unless authorized.

FEDERAL HIGHWAY TRUST FUNDS

FRESNO COUNTY ROAD FUNDS / SB-1

12-2.03 CONSTRUCTION

Provide and Install a total of 2 construction project funding signs at the locations designated by the Engineer before starting major work activities visible to highway users.

Upon completion and acceptance of the work, the signs shall be removed and become the property of the Contractor.

12-2.04 PAYMENT

The Department pays you for Construction Funding Signs as follows:

1. 75 percent of the item upon installation of each sign
2. 100 percent of the item upon removal of each sign

Replace the 3rd paragraph of Section 12-3.01C with:

If ordered, furnish and place additional temporary traffic control devices. This work is not change order work if:

1. Required to conform with your traffic control plan
2. Required to conform with the MUTCD
3. Necessary for public safety or convenience as determined by the Engineer
4. Required to perform staged construction shown on the plans

Replace the last paragraph of Section 12-3.03C with:

Moving plastic traffic drums from location to location if ordered after initial placement is not change order work if:

1. Required to conform with your traffic control plan
2. Required to conform with the MUTCD
3. Necessary for public safety or convenience as determined by the Engineer
4. Required to perform staged construction shown on the plans

Replace the last paragraph of Section 12-3.10C with:

Moving a barricade from location to location is change order work if ordered after initial placement of the barricade unless.

1. Required to conform with your traffic control plan
2. Required to conform with the MUTCD
3. Necessary for public safety or convenience as determined by the Engineer
4. Required to perform staged construction shown on the plans

Replace Section 12-3.11B(5)(b) with:

12-3.11B(5)(b) Construction Project Funding Identification Signs

Reserved

Replace the word "Department's" with the word "Caltrans" in the 1st paragraph of Section 12-3.20A(4)(a).

Replace the last paragraph of Section 12-3.20C(1) with:

If the Engineer orders a lateral move of temporary barrier system and repositioning is not shown, the lateral move is change order work unless:

1. Required to conform with your traffic control plan
2. Required to conform with the MUTCD
3. Necessary for public safety or convenience as determined by the Engineer
4. Required to perform staged construction shown on the plans

Replace the 2nd paragraph of Section 12-3.20C(2)(c) with:

Install K rail as shown in the project plans.

Replace the last paragraph of Section 12-3.31C with:

Moving portable flashing beacons from location to location if ordered after initial placement is change order work unless:

1. Required to conform with your traffic control plan
2. Required to conform with the MUTCD
3. Necessary for public safety or convenience as determined by the Engineer
4. Required to perform staged construction shown on the plans

Add to Section 12-3.32C:

Start displaying the message ("ROADWORK START MONTH/DAY/YEAR" "EXPECT DELAYS") on the portable changeable message boards 7 days prior to the start of construction.

Start displaying the message on the portable changeable message sign 10 minutes before closing the lane.

Place the portable changeable message sign in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Connector closure
3. Shoulder closure
4. Speed reduction zone

Replace the 2nd paragraph of Section 12-3.35B(6) with:

Provide any software on a CD or other Engineer-authorized data-storage device to the Engineer.

Add before the 1st paragraph of Section 12-3.41A(1):

Section 12-3.41 is used when shown in the Bid Item List.

Replace Section 12-4.02A(3)(a) with:

12-4.02A(3)(a) General

The Contractor shall prepare and submit to the County Construction Engineer for approval, a traffic control system plan indicating the means and methods he will employ to institute and maintain traffic control for all phases of the work within the project. The traffic control system plan shall be submitted to the County Construction Engineer as early as possible, preferably **five (5) working days** prior to pre-construction meeting. The Engineer will require five (5) working days to review the initial submittal of the traffic control system plan and an additional five (5) working days for each successive review.

No work at the project site whatsoever, including preparatory work such as the installation of construction project funding signs, shall commence until the traffic control system plan has been approved in writing by the Engineer. In the event that the traffic control system plan is not submitted timely, the Engineer may issue a notice of commencement of contract time prior to approval of the traffic control system plan, and working days will begin to accrue against the allotted contract time.

Late submittal of the traffic control plan or revisions thereafter required, due to the inadequacy of the plan, shall not be accepted as justification for the delay in the start of the working days for the project.

It shall be the Contractor's responsibility to provide, install, maintain, and remove any and all detour signage and traffic control devices and to obtain all permits, including permits from Caltrans, as may be necessary to establish detours as part of the contractor's traffic control plan.

Traffic will not be allowed to be limited to one direction when construction activities are not actively in progress. Providing, installing, maintaining, and removing all traffic control, including portable changeable message signs if required, obtaining and complying with all permits, and providing all traffic control operations shall be the responsibility of the contractor, and no additional compensation will be allowed therefor.

Replace Section 12-4.02A(3)(b) with:

12-4.02A(3)(b) Closure Schedules

One-way traffic shall be controlled through the project in accordance with the California Manual MUTCD and Caltrans Standard Plans T-11 and T-13 entitled "Traffic Control System for Lane Closure on Multilane Conventional Highways" and "Traffic Control System for Lane Closure on Two Lane Conventional Highways," and these special provisions. Night closure will not be permitted.

When traffic is under one way control on unpaved areas, the cones shown along the centerline on the plan need not be placed.

Every Monday by noon, submit a closure schedule request for planned closures for the next week.

The next week is defined as Sunday at noon through the following Sunday at noon.

Submit a closure schedule request 5 days before the anticipated start of any job site activity that reduces:

1. Horizontal clearances of traveled ways, including shoulders, to 2 lanes or fewer due to activities such as temporary barrier placement and paving
2. Vertical clearances of traveled ways, including shoulders, due to activities such as pavement overlays, overhead sign installation, or falsework girder erection

Submit closure schedule changes, including additional closures, by noon at least 3 business days before a planned closure.

Cancel closure requests at least 48 hours before the start time of the closure.

The Department notifies you of unauthorized closures or closures that require coordination with other parties as a condition for authorization.

Add to the end of Section 12-4.02A(3)(c):

Submit a contingency plan for each of the following activities:

1. <Activity requiring a complete roadway closure>

Replace Section 12-4.02A(3)(d) with:

12-4.02A(3)(d) Traffic Break Schedule

Not Used.

Replace Section 12-4.02C(1) with:

12-4.02C(1) General

Work that interferes with traffic is limited to the hours when closures are allowed.

Do not reduce an open traffic lane width to less than 10 feet. If traffic cones or delineators are used for temporary edge delineation, the side of the base of the cones or delineators nearest to traffic is considered the edge of the traveled way.

Discuss the contingency plan for any activity that could affect the closure schedule with the Engineer at least 5 business days before starting the activity requiring the plan.

The Engineer may reschedule a closure that was canceled due to unsuitable weather.

Traffic will be controlled by flagmen by eyesight, radio (walkie talkie) or baton. In the event these methods do not work satisfactorily, as determined by the Engineer, a pilot car will be required.

The Engineer may require a pilot car to be used during earthwork operations in preparation of the grading plane or other operations when the Contractor's operations cover an area beyond the line of sight, or beyond the range of radios or when the baton method does not function satisfactorily.

You may use automated flagger assistance devices to enhance the traffic control system for a lane closure on a two-lane convention highway, except if a bid item for automated flagger assistance devices is shown in the Bid Item List, the use of AFADs is required.

Do not use automated flagger assistance devices:

1. On multi-lane highways
2. As a substitute or a replacement for a temporary traffic control signal
3. If the devices impair access for pedestrians and bicycles, unless alternate access is provided

4. If the usable shoulder area is not wide enough to place a trailer mounted device
5. If the distance between the devices is more than 800 feet, except when each device is controlled by a separate operator and radio communication is available between the AFAD operators

For multilane expressway lane closures, do not place the 2L tangent section along lane lines between the lane closure tapers

For multilane expressways, do not place the traffic cones transversely across closed traffic lanes and shoulders.

Additional advance flaggers are required.

For traffic under 1-way control on unpaved areas, the cones along the centerline need not be placed.

You may use a pilot car to control traffic. If a pilot car is used for traffic control, the cones along the centerline need not be placed. The pilot car must have radio contact with personnel in the work area. Operate the pilot car through the traffic control zone at a speed not greater than 25 miles per hour.

Use a pilot car to control traffic. The cones shown along the centerline need not be placed. The pilot car must have radio contact with personnel in the work area. Operate the pilot car through the traffic control zone at a speed not greater than 25 miles per hour.

Replace Section 12-4.02C(2) with:

12-4.02C(2) Not Used

Replace Section 12-4.02C(3) with:

12-4.02C(3) Closure Requirements and Charts

12-4.02C(3)(a) General

Where 2 or more lanes in the same direction, including the shoulders, are adjacent to the area where the work is being performed, close the adjacent lane under any of the following conditions:

1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 mph
2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 mph

Closure of the adjacent traffic lane is not required during any of the following activities:

1. Work behind a barrier
2. Paving, grinding, or grooving
3. Installation, maintenance, or removal of traffic control devices except for temporary railing

12-4.02C(3)(b) - 12-4.02C(3)(n)

Reserved

12-4.02C(3)(o) Closure of Conventional County Roads

The type and location of signs, lights, flags, flagmen, and other traffic control and safety devices shall be in accordance with the current edition of the California Manual on Uniform Traffic Control Devices (MUTCD) issued by the State of California, Department of Transportation (Caltrans).

Allow public traffic to pass through construction at all times unless otherwise specified herein.

Provide access to properties abutting the project site at all times.

When directed by the Engineer, traffic shall be routed through the work under one-way control.

Under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed 10 minutes.

Lane closure is defined as the closure of a traffic lane or lanes within a single traffic control system.

Provide a minimum of one paved traffic lane, not less than 10 feet wide, to be open for use by public traffic in each direction of travel at all times when construction operations are not actively in progress provided the contractor provides proper delineation of lanes and signalization acceptable to the County and City of Fresno.

Keep driveways and access roads accessible at all times.

The seal coats shall not be applied to more than one-half of the width to be sealed at time, and the remaining half width to be kept free of obstructions and open for use by public traffic until the seal coat first applied is ready for use by traffic.

Asphaltic emulsion, asphalt concrete and asphalt rejuvenating agent shall not be applied to more than one-half of the width to be capped at a time, the remaining half-width to be kept free of obstructions and open for use by public traffic until the asphalt concrete cap, first applied, is ready for use by traffic.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including sections closed to public traffic.

When work vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed as shown on standard plan T-11.

The Contractor's equipment and materials shall not remain in a lane except when such lane is closed to traffic and the lane is being used for contract operations.
Valley gutters shall be constructed in one-half widths and the remaining one-half width shall be kept free from obstructions to allow local traffic and through traffic to pass.

12-4.02C(3)(p)–12-4.02C(3)(s) Reserved

Replace Section 12-4.02C(7)(d) with:

12-4.02C(7)(d) Reserved

Replace the word "Department's" with "Caltrans" in Section 12-4.02C(9)(a)(iv).

Replace Section 12-4.02C(9)(d) with:

12-4.02C(9)(d) Payment

You pay the cost of furnishing all flaggers, including transporting flaggers and furnishing stands and towers for flaggers to provide for the passage of traffic through the work as specified in Sections 7-1.03 and 7-1.04.

Add before the 1st paragraph of Section 12-4.02C(10):

Section 12-4.02C(10) is used when Pickup Truck Mounted Changeable Message Sign is shown in the Bid Item List.

Replace item 3.6.1 in the list in Section 12-4.02C(11)(a)(iii)(B) with:

Not Used

Replace item 5 in the list in Section 12-4.02C(11)(a)(iv)(C) with:

Not Used

Replace Section 12-4.02C(11)(d) with:

12-4.02C(11)(d) Payment

Full payment for conforming to the requirements of this section shall be considered to be included in the Traffic Control Plan item on the Bid Items List.

Replace Section 12-4.02C(14) with:

12-4.02C(14) Failure to Provide Traffic Control.

If you do not provide the traffic control and it becomes necessary for the Engineer to notify you of your duties according to the Standard Specifications and these special provisions, you will pay $200 per 15-

minute period or portion thereof to the County for all the time required to acquire the traffic control, including pilot car.

Such payment shall commence at the time notice of the improper traffic control condition is given to you or your authorized representative by the Engineer and shall terminate when the condition is corrected. Such payment will be deducted from your payment.

In addition, when it is necessary for the Engineer to perform the work, you will pay the actual cost for the performance thereof. Such amount will be deducted from your payment. This will be in addition to any penalties imposed in these special provisions.

The provisions in this section will not relieve you from your responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

Replace Section 12-4.02D with:

12-4.02D Payment

The Department pays for change order work for a traffic control system by force account for increased traffic control and uses a force account analysis for decreased traffic control.

Traffic control system for lane closure is paid for as traffic control system. Flagging costs are paid for as specified in Section 12-1.04.

The requirements in Section 4-1.05 for payment adjustment do not apply to traffic control system.

Adjustments in compensation for traffic control system will be made for an increase or decrease in traffic control work if ordered.

A traffic control system required by change order work is paid for as a part of the change order work.

Full compensation for furnishing and operating the pilot car, (including driver, radios, and any other equipment and labor required) shall be considered as included in the contract lump sum price paid for traffic control system and no further payment will be made.

13 WATER POLLUTION CONTROL

Add to Section 13-1.01:

STATE WATER RESOURCES CONTROL BOARD (SWRCB) NOTICE OF INTENT FILING (NOI) FEE

Complete the NOI filing process started by the County on the SWRCB website using information available in the contract, field and website. The Engineer will link your plan to the project on the SWRCB website.

The SWRCB NOI bid item is specifically provided to reimburse Contractor for payment of NOI filing fee charged by the SWRCB and paid by the Contractor after the Contractor has completed the NOI filing process started by the County.

The amount paid will be the amount of the fee only. No payment will be made for overhead or processing costs. Full compensation for any overhead and processing costs will be considered to be included in the various items of work, and no separate compensation will be made therefor.

The County will require only one SWPPP and application to the State Water Resources Control Board for the entire project, however, the cost of preparing and implementing it shall be divided proportionally among each applicable bid section of the work. This is required for funding purposes.

The provisions of Section 9-1.06 for increased or decreased quantities shall not apply to the “State Water Resources Control Board Notice of Intent” bid item.

The SWRCB website can be found at:

https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.xhtml

The dollar amount shown in the Proposal is an estimate only and shall be included in each bidder's proposal.

Replace the word "Department" with "Caltrans" where it occurs in Section 13-1.01A.

Replace the 1st paragraph of Section 13-1.01D(2) with:

13-1.01D(2) Regulatory Requirements

Comply with the discharge requirements in the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities; Order No. 2009-000 9-DWQ, CAS000002 (Construction General Permit) and any amendments thereto issued by the SWRCB. The Construction General Permit may be found at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Add to the end of Section 13-1.01D(2):

This Project disturbs 11.6 acres of soil.

Replace Section 13-1.01D(4)(b) with:

13-1.01D(4)(b) Qualifications

The WPC manager must:

1. Comply with the requirements provided in the Construction General Permit for:
   1.1. QSP if the project requires a WPCP
   1.2. QSD if the project requires a SWPPP
2. Complete the stormwater management training described at the Stormwater and Water Pollution Control Information link at the Caltrans Division of Construction website

Add to Section 13-3.01A:

This project's risk level is 1.

Add between the 4th and 5th paragraphs of Section 13-3.01C(2)(a):

The Central Valley Regional Water Quality Control Board will review the authorized SWPPP.

Replace the 1st paragraph of Section 13-3.01C(2)(b)(iv) with:

If a sampling and analysis plan is required, submit a sampling and analysis plan that complies with the Caltrans *Construction Site Monitoring Program Guidance Manual*.

Add Section 13-3.01C(5):

13-3.01C(5) Annual Certification

Submit an annual certification of compliance as described in the Caltrans *Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual* before July 15th of each year.

Replace Section 13-3.04:

13-3.04 PAYMENT

For a project with 60 original working days or less, the Department pays for prepare stormwater pollution prevention plan as follows:

1. Total of 75 percent of the item total upon authorization of the SWPPP, and the completed N.O.I has been posted in the SMARTS public access database for the project.
2. Total of 100 percent of the item total upon Contract acceptance, and the completed N.O.I has been posted in the SMARTS public access database for the project.

For a project with more than 60 original working days, the Department pays for prepare stormwater pollution prevention plan as follows:
1. Total of 50 percent of the item total upon authorization of the SWPPP, and the completed N.O.I has been listed in the SMARTS public access database for the project.
2. Total of 90 percent of the item total upon work completion
3. Total of 100 percent of the item total upon Contract acceptance, and N.O.T has been closed in the SMARTS public access database for the project.

Only one SWPPP and SWRCB NOI will be required for the entire project, however the cost of the SWPPP shall be divided proportionally among each applicable construction phase. For the purpose of cost estimation, one phase is the water infrastructure replacement and the other phase is the road reconstruction. This is required for funding purposes.

The Department does not pay for the preparation, collection, laboratory analysis, and reporting of stormwater samples for nonvisible pollutants if WPC practices are not implemented before precipitation or if you fail to correct a WPC practice before precipitation.

The Department pays:
1. $500 for each authorized rain event action plan
2. $2,000 for each authorized stormwater annual report upon acceptance by RWQCB

The Department does not adjust the unit price for an increase or decrease in the quantity of:
1. Rain event action plan
2. Storm water sampling and analysis day
3. Storm water annual report

Replace Section 13-4.03G with:

13-4.03G Dewatering

Dewatering consists of discharging accumulated stormwater, groundwater, or surface water from excavations or temporary containment facilities.

If dewatering is required, perform dewatering work as specified for the work items involved, such as a temporary ATS or dewatering and discharge.

If dewatering and discharging activities are not specified for a work item and you perform dewatering activities:

1. Conduct dewatering activities under the Caltrans *Field Guide for Construction Site Dewatering*.
2. Ensure any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
3. Discharge the water within the project limits. Dispose of the water if it cannot be discharged within project limits due to site constraints or contamination.
4. Do not discharge stormwater or non-stormwater that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface. Immediately notify the Engineer upon discovering any such condition.

Replace the 2nd paragraph of Section 13-5.04 with:

If there is no bid item for temporary soil stabilization measures, payment therefor is considered to be included in the bid item for prepare and implement water pollution control program or in the bid item for prepare and implement stormwater pollution prevention plan, as applicable.

Replace Section 13-6.04 with:

13-6.04 PAYMENT

The payment quantity for temporary sediment control bid items paid for by the length is the length measured along the centerline of the installed material.

The payment quantity, if any, for temporary fiber roll does not include the additional quantity used for overlaps.

The Department does not pay for the relocation of temporary drainage inlet protection during work progress.

If there are no bid items for installing or maintaining temporary sediment control measures, payment therefor is considered to be included in the bid item for prepare and implement water pollution control program or in the bid item for prepare and implement stormwater pollution prevention plan, as applicable.

Replace Section 13-7.03D with:

13-7.03D Payment

The Department does not pay for the relocation of temporary construction entrances or roadways during work progress.

If there are no bid items for installing or maintaining temporary construction entrances or roadways, payment therefor is considered to be included in the bid item for prepare and implement water pollution control program or in the bid item for prepare and implement stormwater pollution prevention plan, as applicable.

Replace the 1st paragraph and the 1st line of the 2nd paragraph of Section 13-8.01C(2) with:

Within 20 days of Contract approval, submit 3 copies of the ATS plan if an ATS plan is required for the project.

The plan, if required, must include:

Replace the word "Department's" with "Caltrans" in items 3 and 4 of the list in Section 13-8.01C(2).

14 ENVIRONMENTAL STEWARDSHIP

Add after the 3rd paragraph of Section 14-10.01:

Food scraps, paper wrappers, food containers, cans, bottles and all food related trash and litter must be removed from the project site at the end of each working day.

Replace the 8th paragraph of Section 14-10.01 with:

Furnish and use closed-lid trash containers in the job-site yard, field trailers, and locations where workers gather for lunch and breaks.

Add after the 2nd paragraph of Section 14-11.12A:

This project includes removal of yellow thermoplastic and/or yellow painted traffic stripe and/or pavement marking that will produce hazardous waste residue.

Add after the 1st paragraph of Section 14-11.12E:

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in California 30 days after accumulating 220 lb. of residue.

If less than 220 lb. of hazardous waste residue and dust is generated in total, dispose of it within 30 days after the start of accumulation of the residue.

Add Section 14-12.04:

14-12.04 RELATIONS WITH SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD)

You are responsible for compliance with all applicable SJVAPCD regulations and requirements. This section is provided for your information, and nothing herein or elsewhere within these special provisions shall be construed as limiting your responsibility for complying with all applicable rules and regulations.

In accordance with SJVAPCD Regulation VIII – Fugitive PM10 Prohibitions: Rule 8021, implementation of an SJVAPCD-approved dust control plan is required prior to commencement of any dust generating activities.

Prepare and submit dust control plan to accurately reflect your proposed operations. The Engineer completes the review within two working days after receipt thereof. In the event that the Engineer determines your submittal as incomplete or inadequate submit a corrected plan. The Engineer completes review of any re-submittal within two working days after receipt thereof.

Upon approval by the Engineer, submit the proposed dust control plan to the SJVAPCD. Pay to the SJVAPCD any fees which are required for the dust control plan. You are solely responsible for prompt preparation and submittal to the Engineer, and immediately upon approval by the Engineer, submittal to the SJVAPCD of the dust control plan.

Do not commence work until the SJVAPCD has approved or conditionally approved the dust control plan and the Engineer authorizes. When a modification to an approved dust control plan is under consideration do not perform work which is inconsistent with the approved dust control plan prior to receiving written approval.

Compensation for delays associated with review and approval of dust control plans is only considered in the event that: 1) the Engineer fails to review dust control plan submitted by the Contractor within two working days after submittal thereof by the Contractor; or 2) the SJVAPCD fails to review and to either approve or disapprove dust control plan within 30 calendar days after their receipt thereof. Disapproval of the dust control plan by the Engineer or by the SJVAPCD shall not be considered as a basis for an extension of contract time nor as the basis for any additional compensation. Only in the event that it is determined by the Engineer that the Contractor was unreasonably delayed, through no fault of the Contractor, will compensation for delays be considered in conformance with the provisions in Section 8-1.07, “Delays,” of the Standard Specifications.

It is your responsibility to be fully informed of the requirements of the Dust Control Plan and all rules, regulations, plans and conditions that may govern your operations and to conduct the work accordingly.

You must comply with the Dust Control Plan approved by the SJVAPCD and accepted by the Engineer. Ensure the provisions of this section and SJVAPCD-approved modifications to the Dust Control Plan is made part of every subcontract executed pursuant to this contract.

15 EXISTING FACILITIES

Replace Section 15-1.03D with:

15-1.03D Demo Existing abandoned concrete structure

Demolish and dispose of existing abandoned concrete vault (approximate dimensions 36” x 48”) with lid at the locations shown on the plans near the intersection with Thorne Ave. The vault used to be an old FMFCD facility. Contractor is responsible for saw cutting existing concrete vault approximately 24 inches below ground and filling it up with concrete slurry. Materials shall be hauled from the site for proper disposal per all applicable laws and regulations.

15-1.04 PAYMENT

Full compensation for demolishing, removing and properly disposing the debris from sections of concrete sidewalks, curb ramps, curb and gutter, ADA domes, as shown in the plans shall be considered to be included in the lump sum cost for “DEMO EXISTING CONCRETE (RAMP, SIDEWALK, C&G & VAULT)”, and no further compensation shall be paid therefor.

Full compensation for demolishing, removing and properly disposing the debris and fill with slurry concrete shall be considered to be included in the lump sum cost for “DEMO EXISTING CONCRETE (RAMP, SIDEWALK, C&G & VAULT)”, and no further compensation shall be paid therefor.

19 EARTHWORK

Add to Section 19-2.01A Summary:

5. Cold plane work of the top lift of existing pavement, separate pavement fabric and stockpile selected material as needed for shoulder backing.

6. Excavating, removing section of asphalt containing pavement fabric, grading and hauling away excess material, as necessary, to meet the finished pavement thicknesses, lines, grades, and slopes shown on the Plans.

Add Section 19-9.02 with:

Shoulder backing shall be materials produced from the cold plane operation of the top lift of pavement. Pavement fabric shall be removed before stockpiling material. RAP shall meet gradation specified in section 19-02 of Standard specifications. The materials from the cold plane operation shall be stored at the location (s) directed by the Engineer. The excess material shall become property of the Contractor.

Add to Section 19-9.03 Construction:

Construct the top 4 inches (0.33 ft) lift adjacent to the new pavement surface with RAP material as specified in Section 19-9.02 of these special provisions and Standard Specifications. The material shall be compacted to 90%

30 RECLAIMED PAVEMENT

Section 30-1 includes general specifications for constructing recycled pavement bases, including full depth recycling with cement (referred to herein as FDR-cement/FDR-C). Unless noted otherwise, all requirements for Quality Control included throughout these specifications shall be performed by the Contractor. The Owner will conduct various tests and inspections for quality assurance purposes.

30-1.01B Definitions

Reserved

30-1.01C Submittals

30-1.01C(1) General

At least 20 days before starting pavement recycling work, the Contractor shall submit the Quality Control (QC) plan.

The QC plan must describe the organization, responsible parties, and procedures you will use to:

1. Perform QC including sampling, testing, and reporting
2. Execute the project requirements for construction of the FDR-cement section
3. Pothole existing utilities and ensure adequate cover for existing utilities
4. Locate the longitudinal joints outside of the wheel paths of the finished pavement
5. Obtain the required compaction and FDR-cement thickness in areas near existing utility features such as manholes, valve covers, shallow utilities, etc. that are not accessible to large equipment
6. How the pavement fabric will be separated from the existing pavement layers and removed from the materials to be used for FDR-cement
7. How the FDR-C section will be protected during the work
8. Determine action limits if corrective actions are needed
9. Implement corrective actions
10. Ensure pulverizing, compacting, grading, and finishing activities are coordinated

The QC plan must include copies of the forms that will be used to provide the required inspection records and sampling and testing results. Forms must show project requirements. The form for recording and reporting the QC measurements must show the proportions of materials used.

The QC plan must include a contingency plan that describes the corrective actions you will take in the event of equipment break down. The corrective actions must include repairing and reopening the roadway to traffic using minor HMA under Section 39.

Submittals shall also be provided in accordance with the remainder of this specification.

30-1.01C(2) Asphaltic Emulsion

For each dilution of asphaltic emulsion used on the finished recycled pavement surface submit as an informational submittal:

1. Asphaltic emulsion type
2. Weight ratio of water to bituminous material in the original asphaltic emulsion
3. Weight of asphaltic emulsion before diluting
4. Weight of added water
5. Final dilution weight ratio of water to asphaltic emulsion

30-1.01C(3) Quality Control Submittals

30-1.01C(3)(a) General

Reserved

30-1.01C(3)(b) Test Strip

Submit a summary of the determinations made from test strips.

30-1.01C(3)(c) Quality Control Daily Reporting

For each lot, submit a daily report that includes the following items based on the frequencies specified in the table for sampling locations and testing frequencies for the type of pavement recycling work performed or if not specified, once per lot:

1. General Information:
    1.1. Lot number
    1.2. Location description
    1.3. Beginning and ending stations
    1.4. Lane number and offset from centerline
2. A summary of any weight or load slips for each weighed material indicating truck and trailer numbers, tare weight, gross weight, net weight, and date
3. For asphalt emulsion used on finished recycled pavement surface, if asphaltic emulsion is specified:
    3.1. Emulsion type

3.2. Emulsion application rate in gal/sq yd
3.3. Emulsion dilution as the weight ratio of added water to the original asphaltic emulsion
4. Calculated supplementary aggregate application rate in lb/sq yd and percent of dry weight of recycled processed material if supplementary aggregate is specified
5. Calculated cement application rate by lb/sq yd and percent dry weight of recycled processed material if cement is specified
6. QC test results for:
   6.1. Gradation
   6.2. Moisture content, if applicable
   6.3. In-place wet density
   6.4. Actual measured cement spread rate
   6.5. Relative compaction
   6.6. Laboratory compressive strength testing of FDR-cement samples
   6.5. Depth of cut
7. Note on the daily report the postmile or station limits of any unsuitable materials locations and when the Engineer was notified

Update each day's submitted report within 24 hours of obtaining test results. Consolidate all lots completed in a day into one report with each lot reported separately.

30-1.01D Quality Control

30-1.01D(1) General

Divide the area to be recycled into lots except the 1st test strip is the 1st lot and must be at least 2,000 sq yd. A quantity placed at the end of a work shift greater than 500 sq yd is considered 1 lot. If a quantity of recycled pavement placed at the end of a work shift is less than 500 sq yd, you may either count this quantity as 1 lot or include the test results for quality control in the previous lot.

For any lot including the test strip, stop recycled pavement activities and immediately inform the Engineer if any test result does not comply with the specifications.

Stop recycled pavement activities for noncompliance with the specifications. Before resuming activities:

1. Notify the Engineer of the adjustments you will make
2. Remedy or replace the noncompliant lot until it complies with specifications
3. Construct a 1,000 sq yd test strip with proposed adjustments demonstrating ability to comply with the specifications
4. Obtain authorization

30-1.01D(2) Preoperation Meeting

Schedule a preoperation meeting at a mutually agreed time at the job site to meet with the Engineer. Discuss the project specifications and methods of performing each item of the work. Items discussed must include the processes for:

1. Determining the mix design requirements
2. Sequencing of work and traffic control operations
3. Production
4. Compacting
5. Grading
6. Finishing
7. Curing and Protection
8. Implementing the authorized QC plan
9. Implementing the contingency plan
10. QC sampling and testing
11. Acceptance criteria

Preoperation meeting attendees must sign an attendance sheet provided by the Engineer. The preoperation meeting must be attended by your:

1. Project superintendent
2. Project manager
3. QC manager
4. Workers and your subcontractor's workers, including:
   4.1. Foremen
   4.2. Ground supervisors
   4.3. Representative from testing lab

Do not start pavement recycling activities, including test strips, until the listed personnel have attended a preoperation meeting.

30-1.01D(3) Test Strip

On the 1st day of pavement recycling activities and using the same equipment and materials that will be used during production, construct at least 1,500 feet in a single lane width to determine the:

1. Equipment, materials, and processes can produce recycled pavement in compliance with the specifications
2. Effect of varying the pulverizing machine's forward speed and drum rotation rate on the consistency of the pulverized material
3. Optimal proportions, as applicable, of supplementary aggregate, stabilizing agents, and water
4. Rolling method and sequence complies with the compaction and finishing specifications
5. Application rate of asphaltic emulsion, as applicable

Do not proceed with recycled pavement activities until the Engineer informs you the test strip is authorized. For production, adjustments to the equipment, material, and process determined by the test strip must be authorized. If QC or acceptance test results are not available, you may proceed at your own risk.

30-1.01D(4) Quality Control

30-1.01D(4)(a) General

Reserved

30-1.01D(4)(b) Sampling and Testing

Take samples under California Test 125.

Testing must be performed by an authorized laboratory. Testing personnel for QC must be qualified under the Department's Independent Assurance Program.

Measure and record the actual cut depth at both ends of the pulverizing drum at least once every 300 feet along the cut length. Take measurements in the Engineer's presence.

30-1.01D(5) Department Acceptance

Reserved

30-1.02 MATERIALS

30-1.02A General

Reserved

30-1.02B Supplementary Aggregate

If supplementary aggregate is specified, supplementary aggregate must comply with 3/4 inch maximum gradation specified in Section 26-1.02. Supplementary aggregate must not include cinders or any recycled materials, with exception that up to 50 percent by volume of recycled asphalt concrete will be allowed. Supplementary aggregate must weigh at least 105 lb/cu ft, determined under California Test 212, Compacted Method (by Rodding).

30-1.02C Water

Notify the Engineer if a water source other than potable water is used and perform testing for chlorides and sulfates before starting work. If potable water is not used, water must be clean and contain no more than 650 parts per million of chlorides as Cl determined under California Test 422 and no more than 1,300 parts per million of sulfates as SO_4 determined under California Test 417.

30-1.02D Cement

If cement is specified, cement must be Type II or Type V Portland cement as specified in ASTM C150/150M.

30-1.02E Asphaltic Emulsion

Asphaltic emulsion must be Grade SS-1h or CSS-1h.

For dilution, the weight ratio of water added to asphaltic emulsion must not exceed 1 to 1.

30-1.03 CONSTRUCTION

30-1.03A General

Except for pulverized roadbed, before starting daily pavement recycling activities sweep the area constructed the previous day to remove loose material.

Do not use a heating device to soften the pavement.

30-1.03B Equipment

Do not interrupt traffic while servicing equipment.

Grading equipment must be a motor grader with automatic grade controls for profile elevation and cross slope.

If specified, supplementary aggregate or cement spreading equipment must uniformly distribute the supplementary aggregate or cement throughout the area to receive it. The spreader must be equipped with working scales or proportioning and distance measuring devices to control the spread rate. Cement shall not be spread before pulverizing the existing pavement. The pulverizing equipment must produce a uniform mixture without segregation.

30-1.03C Surface Preparation

Before pavement recycling activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation.
2. Removing standing water.
3. Referencing the profile and cross slope.
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way.
   4.2. Cut lines must indicate the sequence of the cuts.
5. Referencing existing lane lines and striping layout.

If excess material is to be stored adjacent to the shoulder, clear and dispose of the weeds, grass, and debris from the area.

30-1.03D Pulverizing and Mixing

If the established grade will cause noncompliance with the thickness requirements, notify the Engineer.

If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section notify the Engineer. The Engineer determines the extent of the problem and the corrective measures to be taken.

30-1.03E Compacting and Grading

Remove any solids that are larger than 3 inches in the pulverized roadbed mixture before shaping and compacting.

30-1.03F Finishing

The finished recycled surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline.

30-1.04 PAYMENT

The payment quantity for supplementary aggregate is determined as specified for aggregate base in Section 26.

The payment quantity for asphaltic emulsion shall be included in the bid item for FDR-cement

30-2 FULL DEPTH RECYCLING—NO STABILIZER

Not Used

30-3 FULL DEPTH RECYCLING—FOAMED ASPHALT

Not used

30-4 FULL DEPTH RECYCLING—CEMENT

30-4.01 GENERAL

30-4.01A Summary

Section 30-4 includes specifications for constructing a recycled pavement base using Full Depth Recycling with cement (FDR—cement/FDR-C). Full depth recycling with cement in this specification refers to the base layer below asphalt concrete pavement using mixtures of asphalt concrete, aggregate base, subgrade soil, water and cement. Unless noted otherwise, all requirements for Quality Control shall be conducted by the Contractor. Constructing an FDR—cement base includes:

1. Pulverizing existing asphalt concrete pavement and underlying materials
2. Borrow/processing onsite materials for Pulverized Material
3. Mixing Pulverized Material with onsite subgrade soils
4. Mixing with water, cement, and if specified, supplementary aggregate
5. Grading and compacting the mixture
6. Applying asphaltic emulsion and sand cover

30-4.01B Definitions

Lot: 1,000 sq yd of FDR—cement.

30-4.01C Submittals

30-4.01C(1) General

At least 15 days before starting soil stabilization activities, submit the name and qualifications of the laboratory that will be used for QC testing. The laboratory must be qualified under the Department's Independent Assurance Program.

Submit a plan showing the layout of the longitudinal joints that will be followed to ensure longitudinal joints are not placed in the wheel path of the finished roadway

A minimum of 10 days prior to start of work, submit the schedule for the QC sampling and testing.

With the QC plan, submit the mix design with supporting laboratory test data and the findings from field sampling.

At least 30 days prior to use, submit one 10 pound sample of each stabilizing agent proposed and from each source. Stabilizing agents shall be submitted in airtight containers. Mark the sample date on the container and include the Material Safety Data Sheet. Submit a certificate of compliance with the stabilizing agent samples that includes a statement certifying the stabilizing agent furnished is the same as on the Authorized Material Source List for the stabilizing agent specified.

Submit quality control test results along with the daily reports.

Submit weighmaster certificates for the stabilizing agent used for the project, including a weighmaster certificate for the stabilizing agent remaining on hand after completion of the work.

30-4.01C(2) Quality Control Submittals

30-4.01C(2)(a) General

Reserved

30-4.01C(2)(b) Mix Design – by Contractor

The Contractor shall conduct sampling for FDR-cement mix design testing by excavating at least 5 test pit locations from the existing pavement structure and subgrade soil throughout the project alignment and to the depth of the FDR-cement section. Additional samples may be obtained and tested to optimize the mix design. The Contractor shall determine the exact location of the test pits; however, do not excavate within wheel paths. Submit each FDR—cement mix design at least 2 weeks before starting FDR—cement operations. Each mix design submittal must be sealed and signed by an engineer who is registered as a civil engineer in the State. The Contractor will be required to pay for, and obtain the required encroachment permits and furnish all traffic control equipment, all materials and all labor necessary to conduct the work.

You may submit multiple mix designs to optimize the cement content and adjust for varying underlying materials.

Refer to Section 30-4.01(D)(2) for mix design requirements.

Each mix design submittal must include:

1. Area represented by the mix design by beginning and ending stations
2. Gradation of samples representative of the Pulverized Material
2. Gradation of the mixtures before addition of cement
3. Cement content in percent by weight of the dry mixture and in lb/sq yd surface application rate
4. Pulverized Material in percent by weight of the dry mixture, where applicable (refer to project plans and this specification)
5. Moisture content of the material when mixing cement, relative to optimum moisture content
6. Test results and any worksheets, photographs, and graphs
7. Unconfined compressive strength test results
8. Moisture-density curve of the material at the specified cement content
9. Certificate of compliance for cement

30-4.01C(2)(c) Quality Control Reporting

With the daily report, the Contractor shall submit the following based on the testing frequencies specified:

1. General Information:
   1.1. Weather:
      1.1.1. Ambient air temperature before starting daily FDR—cement activities, including time of temperature reading
      1.1.2. Road surface temperature before starting daily FDR—cement activities, including time of temperature reading
2. Average forward speed of pulverizing equipment
3. Extent of FDR-cement work performed with total area in square yards
4. Total quantity of cement placed with certified load tickets
5. Description of all quality control samples obtained
6. Results of field and laboratory quality control tests per this specification
7. FDR—cement quality control test results for unconfined compressive strength
8. Depth of pulverization

With the daily report, submit the test results for the quality characteristics within the times after sampling shown in the following table:

FDR—Cement Quality Characteristic Test Result Reporting Time Allowances

Quality characteristic	Maximum reporting time allowance
Water sulfates	Before work starts
Water chlorides	
Aggregate gradation	24 hours
Moisture content	
Laboratory maximum wet density	
Relative compaction	
Unconfined compressive strength	24 hours after testing specimens

30-4.01D Design, QC Testing, and Acceptance

30-4.01D(1) General

Relative compaction must be determined under California Test 231 and the following:

1. For a recycled layer 1.0-foot thick and less, perform 1 relative density test throughout the depth of the lift. For thickness greater than 1.0-foot, test at a maximum vertical interval of 0.67-foot interval from 2 inches above the bottom of the FDR— cement layer.
2. A sample must contain no more than 5 percent retained on the 2-inch sieve and 15 percent retained on the 1-1/2-inch sieve.
3. Correction for oversize material does not apply.

The Engineer tests each test strip under Section 30-4.01D(4).

30-4.01D(2) Mix Design

The Contractor shall develop a mix design for FDR-cement for each material sampling location. The mix design testing for each sample location shall include 7-day unconfined compressive strength tests at a minimum of 4 cement contents using the proposed cement on specimens compacted at the specified moisture contents. Manufacture 3 specimens for each cement content and average the results for each. Plot the average 7-day compressive strengths on the ordinate versus the cement contents in percent on the abscissa on a graph. Indicate the cement contents from the line corresponding to the minimum and maximum 7-day compressive strengths from the specified range.

The mix design must produce FDR—cement with a minimum unconfined compressive strength of 300 psi to a maximum unconfined compressive strength of 500 psi, determined at 7 days under ASTM D1633, Method A, with the procedures and exceptions shown in FDR—Cement Quality Characteristic

Requirements table under section 30-4.02A. A minimum of 0.5 percent cement shall be added to the minimum field applied cement content required by the laboratory testing to achieve the specified compressive strength in order to account for construction and material variations. Include the results of maximum density tests on cement treated samples in accordance with CTM 216 or ASTM D 1557 for determination of the cement application rate based on the relative compaction of the as constructed FDR-cement section.

Notify the Engineer at least 2 business days before sampling.

Use representative materials from the specified FDR—cement mixing depth, and conduct sample processing, preparation and testing of blended samples that are representative of the mixture of subgrade soils and Pulverized Material as per the project plans. If any portion of existing asphalt concrete pavement, aggregate base, etc. is to be removed before pulverizing for FDR, do not include those materials in the mix design testing. Characterize and record sampling location features such as layer thicknesses and types, distresses, interlayers, thin or thick areas, digouts, and adhesion to the base. Use the sampled material to determine the mix design represented by the sampling locations, according to the proportions present based on the design grades and considering the project requirements for Pulverized Material .

Before opening the mix design sampling locations to traffic, backfill sampling locations by replacing and compacting with an authorized material or minor HMA that complies with Section 39-2.07, or as required to satisfy the Contractor's encroachment permit requirements, whichever is the most stringent. Backfill and compact to the existing grade and thickness of asphalt concrete pavement, in the Engineer's presence.

30-4.01D(3) Quality Control

30-4.01D(3)(a) General

Reserved

30-4.01D(3)(b) Sampling, and Testing

Contractor shall assign a QC ground supervisor whose sole purpose is to monitor the FDR—cement activities, advise project personnel, and interface with all quality control testing personnel. The ground supervisor must not have any sampling or testing duties.

As a minimum, the Contractor's QC laboratory shall sample and test the quality characteristics of FDR—cement shown in the following table:

FDR—Cement Quality Characteristic Sampling Locations and Minimum QC Testing Frequencies

Quality characteristic	Test method	Minimum sampling and testing frequency	Sampling location
Gradation	California Test 202	Test strip and 1 per 2 lots	Loose mix after pulverizing and mixing
Moisture content of mixed material	California Test 226	Test strip and 2 per day[a]	Loose mix after pulverizing and mixing[b]
Unconfined compressive strength	ASTM D1633	Test strip and 1 per 2 lots	
Moisture content of compacted material	California Test 231	Test strip and 2 per day[a]	Compacted FDR-C material
Laboratory maximum wet density	California Test 216	Test strip and 2 per day	Same location as California Test 231
Relative compaction[c]	California Test 231	Test strip and 1 per lot	Compacted mix

[a]If test fails, minimum test frequency is 1 per lot.

[b]Sample immediately after mixing is complete.

[c]Verify the moisture content reading made under California Test 231 with California Test 226.

Measure and record the actual cut depth at both ends of the pulverizing drum at least once every 300 feet along the cut length. Take measurements in the Engineer's presence.

In addition, for quality control, the Contractor shall verify the actual application rate of cement using a calibrated tray or equivalent a minimum of once per 40,000 square feet of FDR-C, or twice per day, whichever is more frequent.

The FDR—cement thickness shall be verified as part of the Contractor's quality control work for each lot. The thickness must not be less than 0.05 foot of the minimum thickness shown. Verify the FDR-cement thickness at a location determined by, and in the presence of the Engineer by excavating a test pit that is at least 1 by 1-foot and using phenolphthalein. Document and report measured FDR-cement thickness.

Conduct microcracking in the presence of the Engineer as per these specifications.

30-4.01D(4) Department Acceptance (By County)

The Department accepts FDR—cement based on:

1. Visual inspection for the following:
   1.1. No segregation, raveling, or loose material
   1.2. Variance must not be more than 0.05 foot measured from the lower edge of a 12-foot straightedge
   1.3. Uniform surface texture throughout the work limits
   1.4 Verification of adequate curing and protection of the FDR-cement layer
2. Compliance with these specifications including quality characteristics and FDR-cement thickness based on the results of the Contractor's quality control testing as specified in 30-4.01D(3)(b), and including the actual measured application rate of cement.
3. In addition, compliance with the quality characteristics shown in the following table based on the results of any supplemental quality assurance testing conducted by the Engineer:

FDR—Cement Requirements for Acceptance

Quality characteristic	Test method	Value
Cement application rate (lb/sq yd)	Calibrated tray or equal	Mix design rate ± 5%
Moisture content	California Test 226/231	See Section 30-4.02A
Relative compaction (min, %, wet density)	California Test 231	95
Unconfined compressive strength (psi)	See 30-4.02A	300 to 500 psi

30-4.02 MATERIALS

30-4.02A General

The quality characteristics for the FDR—cement must comply with the requirements shown in the following table:

FDR—Cement Quality Characteristic Requirements

Quality characteristic	Test method	Requirement
Aggregate gradation (%, passing)[a] Sieve size: 3"	California Test 202	 100

2" 1-1/2"		95–100 85–100
Moisture content at application of cement (%) Moisture content at compaction (%)	California Test 226 California Test 231	To be Specified as Part of Mix Design. Minimum 2 percent above optimum moisture Optimum to 3 percent above optimum
Unconfined compressive strength (psi)	ASTM D1633[b]	Specified in Section 30-4.01D(2)
Laboratory maximum wet density (lb/cu ft)	California Test 216	Use for relative compaction calculation
Relative compaction (min, %, wet density)[c]	California Test 231	95 percent

[a]Perform aggregate gradation on samples collected from full recycled depth.

[b]Method A, except:

1. Test specimens must be compacted under ASTM D1557, Method A or B.
2. Test specimens must be cured by sealing each specimen with 2 layers of plastic at least 4-mil thick. The plastic must be tight around the specimen. Seal all seams with duct tape to prevent moisture loss. Sealed specimens must be placed in an oven for 7 days at 100 ± 5 degrees F. At the end of the cure period, specimens must be removed from the oven and air-cooled. Duct tape and plastic wrap must be removed before capping. Specimens must not be soaked before
testing.

[c]Verify the moisture content reading made under California Test 231 with California Test 226.

Pulverized materials shall be free of paving fabric

30-4.02B Cement

Reserved

30-4.02C Water

Reserved

30-4.02D Supplementary Aggregate

If supplementary aggregate is specified, supplementary aggregate must comply with the specifications for Class 2 aggregate base in Section 26.

30-4.02E Asphaltic Emulsion

Asphaltic emulsion must be Grade SS-1h or CSS-1h.

Notify the Engineer if you dilute the asphaltic emulsion with water. The ratio by weight of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water weight.

30-4.02F Sand Cover

Sand used for sand cover must comply with the material specifications for fine aggregate under Section 90-1.02C(3). Sand must not contain more than 2 percent moisture by dry weight of sand.

30-4.02G Test Pit Backfill Material

Backfill for test pits must be FDR—cement treated material.

30-4.03 CONSTRUCTION
30-4.03A General

Do not start FDR—cement activities if the ambient air temperature is below 40 degrees F or the road surface is below 40 degrees F. If the ambient air temperature falls below 40 degrees F during FDR—cement activities, you may only compact and finish FDR—cement.

Backfill test pits and compact to 95 percent under California Test 231. After compaction, the repair area must not vary more than 0.05 foot from the adjacent FDR—cement surface.

Existing pavement fabric shall be removed and disposed at an appropriate facility as part of the work. The pavement fabric shall not be incorporated into the FDR-cement layer.

Pothole existing utilities to determine depth and conduct work in a manner to ensure adequate cover exists for the equipment which will be used above existing utilities. All damage to utilities shall be repaired expeditiously by the Contractor.

30-4.03B Equipment

The FDR—cement mixing machine must have independent and interlocked systems for water and must include the following:

1. Digital electronic controller system
2. Pumping system
3. Spray bar system

The cement distributor must have a vacuum or dust suppressant system to minimize airborne cement during spreading of the cement on the grade.

Storage equipment for water must not leak and must be attached to the FDR—cement mixing machine with a tow bar and hose. The hose must be attached to the bar and must not touch the ground at any time.

Grading and compacting equipment must be self-propelled and reversible. The frequency and amplitude of vibrating rollers must be adjustable and exceed a force of 15 tons in vibratory mode.

30-4.03C Pulverizing

Remove the existing asphalt concrete that contains paving fabric prior to pulverizing material for FDR-C.

Unless otherwise authorized, do not pulverize more material than can be mixed with cement and compacted in one day.

Do not leave a wedge where the pulverizing drum cuts into the existing material. The 1st cut width must use the full width of the pulverizing drum. Subsequent cuts must overlap at least 4 inches. Do not leave a gap of unpulverized material between cuts. If an overlap is less than 4 inches, immediately back up and pulverize the deviation along the correct cut line.

Mark the existing pavement where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark.

30-4.03C.1 Pulverizing and Material Handling: **Special requirements for use of Pulverized Material between STA 72+43 to STA 83+00**

Special attention to the work required: Refer to Construction details sheet 18 of the plans (Fig to Fruit Ave segment) for clarity.

The existing onsite asphalt concrete pavement and/or aggregate base, not including pavement materials with fabrics, shall be selectively pulverized and processed to meet all quality characteristics as outlined below.

After removal of the existing asphalt concrete that contains paving fabric, the underlying pavement section materials (asphalt concrete and aggregate base) shall be pulverized, processed, etc. to meet the below specified gradation and excavated to generate a volume as specified in the Bid Item "Pulverize Material and Material Handling." the Pulverized Material shall not contain pavement fabric. The processed material shall be stockpiled at a location specified in the plans.

From STA 72+43 to STA 83+00, the contractor shall prepare the subgrade for FDR-C by excavating the existing materials to achieve the line and grade required by the plans to allow for placement of the specified Pulverized Material, water and cement. The Contractor shall then place, condition, compact and grade the pulverized material to achieve the specified thickness of pulverized material for use in the FDR-cement section as shown on the plans.

Pulverized Material Gradation:

a. 100 percent shall pass the 3-inch sieve
b. 95 – 100 percent shall pass the 2-inch sieve
c. 85 – 100 percent shall pass the 1-1/2" sieve
d. Not more than 12 percent passing the #200 sieve.

Pulverized materials shall be free of paving fabric. The pulverized material must be placed for FDR-C treatment from STA 72+43 to STA 83+00, in a manner to minimize segregation and non-uniform FDR-C section composition. If placing the pulverized material using end-dump or belly-dump trucks, the contractor shall submit a work plan including the method of spreading pulverized material after dumping and the area to be covered by each delivery. If placing pulverized material using a paving machine, the Contractor shall submit a work plan including the thickness and width of each pass with the paving machine.

A representative proportioning of the onsite materials that are to be used by the contractor as pulverized material shall be utilized in the FDR-C mix design testing, with the proportions noted in the mix design submittal as a percentage of total FDR-C volume (%) and as an application rate (lbs/SY). The contractor must include in the FDR-C mix design submittal the method in which the pulverized material shall be incorporated into the FDR-C process.

During the processing of the Pulverized Material, the Contractor shall obtain and test a minimum of 2 samples daily for quality control testing for gradation. The results of the testing and companion samples shall be provided to the Engineer in a submittal indicating that the pulverized material meets these specifications and is similar in characteristics to the material that was utilized in the FDR-C mix design testing.

30-4.03D Spreading Materials

Spread cement uniformly over the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR—cement area. The application rate must be the mix design rate or the ordered rate in lb/sq yd ± 5 percent.

Do not spread cement and supplementary aggregate before pulverizing.

30-4.03E Mixing

The overlap requirements in Section 30-4.03C apply to mixing. With each cut, adjust the quantity of water proportionally to the actual cut width. If an overlap is less than 4 inches, immediately back up and pulverize the deviation along the correct line without adding water or cement.

Water must be injected through the mixing machine. The injection rate of mixing water must be sufficient to produce the FDR—cement material mixing moisture content described in the mix design.

Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark.

30-4.03F Compacting and Grading

Immediately after pulverizing and mixing, compact FDR—cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of compaction. Check thickness of compacted FDR-cement material in test pit with phenolphthalein prior to final compaction and grading.

During grading and final compaction with vibratory steel drum rollers, add water to maintain the mixing moisture content as described in the mix design and these specifications. After final compaction, do not place cement treated soil to fill low areas in the grade.

Where work areas are not accessible to full size grading and compaction equipment or areas where inadequate cover exists to utilities from the working grade, perform compaction operations in thin lifts with appropriate equipment, such as smaller rollers, walk behind compactors, etc.

30-4.03G Finishing

Immediately after compaction, apply water and roll with pneumatic-tired rollers or steel drum roller with no vibration. The finished surface must be free of ruts, bumps, indentations, segregation, raveling, and any loose material.

Keep the compacted surface damp by lightly watering until asphaltic emulsion is applied.

Apply a diluted asphaltic emulsion to the finished surface when it is damp but free of standing water at the end of the day. The application rate of asphaltic emulsion must be from 0.13 to 0.25 gal/sq. yd. Do not water after applying asphaltic emulsion.

Spread sand cover after asphaltic emulsion is applied under Section 37-4.03C. Remove excess sand from the surface by sweeping before opening to traffic.

Do not allow any traffic on the FDR-cement until it has reached sufficient strength. Provide required traffic control measures to limit vehicle usage on the FDR-cement layer to homeowners needing access to their property only, and control speed and usage to prevent raveling and degradation of the FDR-cement layer. Repair and restore the FDR-cement to address all areas of damage associated with traffic use. General public traffic shall not be allowed to drive over the FDR-C section until it has received at least the first layer of HMA.

During the period from 48 to 56 hours after compaction of FDR-C, microcrack the surface by applying 2 to 3 single passes using a 12-ton vibratory steel drum roller at maximum amplitude travelling from 2 to 3 mph.

Maintain the FDR—cement surface free of ruts, bumps, indentations, raveling, and segregation. Repair damaged FDR—cement material with minor HMA.

Determine the finished FDR—cement thickness before placing HMA. If FDR—cement thickness is less than the specified thickness by more than 0.05 foot, remove and replace to achieve conformance with these specifications.

For each lot of FDR—cement, the HMA layer must be placed within 7 days from final compaction of the FDR—cement base unless otherwise authorized.

Immediately before placing HMA, apply asphaltic emulsion at a rate from 0.03 to 0.05 percent residual binder content.

Do not place HMA until authorized.

30-4.04 Payment

a) Full compensation for all costs involved in 1-Foot and 1.25 Foot thick Full Depth Reclamation with Cement (FDR-C), shall be included in the unit price per square yard installed for these bid items respectively as specified herein and no additional payment will be made. This is final pay. The cost shall include, but not be limited to, FDR-C mix design testing, submittals, test strip, quality control, utility potholing, pulverizing the existing pavement materials once the existing asphalt concrete that contains paving fabric has been removed, mixing pulverized pavement materials, aggregate base, soil, cement, and water to achieve a 1-foot or 1.25-foot thick (as specified in the plans) cement treated base section, compaction, final grading, microcracking, curing and protecting the FDR-cement layer in accordance with this specification and in conformity with the lines, grades, thickness and cross sections shown on the plans. The top of the compacted FDR-C layer shall be achieved so that the new section of asphalt concrete placed on top will achieve the finished pavement lines, grades, and slopes shown on the plans. The bid shall include the necessary asphaltic emulsions.

   The FDR-C shall also include work the contractor may inadvertently create if the contractor "overdigs" below the top of the FDR-C elevation in areas of the site such as to borrow existing aggregate base for Pulverized Material, in which case the Contractor shall be required to place suitable material back in place to achieve the grade necessary for FDR-C.

b) For FDR-cement bidding purposes only, assume the FDR-cement section design requires an application of 52.5 pounds of cement on a square yard basis of finished, in place FDR-cement, not including overlaps due to Contractor's means and methods, overlap in cement placement from the spreader truck, application of a higher quantity of cement than required, cement remaining on hand after completion of work, waste, and material loss from all sources. The bid price for FDR-cement shall include the cost of all cement (and associated spreading and mixing) necessary to conduct the work in accordance with this specification, including the additional quantity of cement required by the Contractor to address all losses and overage of cement from all sources. However, where the final (design) application rate of the approved mix design differs from the above assumed design application rate, an adjustment to the contract shall be made based on the increase or decrease in the design cement application rate for FDR-cement per the unit price provided by the Contractor in the bid proposal as specified in section "**Increase or Decrease in Cement for FDR-C"** below.

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c) Excavating, removing section of asphalt containing pavement fabric, grading and hauling away excess material, as necessary, to meet the finished pavement thicknesses, lines, grades, and slopes shown on the Plans and specified in Section 19-2 of the Standard Specifications shall be considered and paid for Roadway Excavation.

d) **Processing and Transporting Pulverized Material for FDR-C Between STA 72+83 to STA 83+00:**

   Full compensation for all costs involved with excavating, pulverizing, processing, moving materials, stockpiling material at the location specified on the plans, hauling to and from stockpile location to location to be used, handling, spreading and grading material to generate a volume and gradation for "Pulverized Material and Material handling" meeting the project requirements for

placement **of material for the FDR-cement layer from STA 72+43 to STA 83+00** as specified in Section **30-4.03C.1**, shall be included in the unit price per cubic yard "installed" for the bid item "**Pulverized material and Material handling**" as specified herein and no additional payment will be made. This is final pay. The pulverized material shall be obtained from the onsite asphalt concrete and aggregate base (excluding asphalt concrete with pavement fabric) within these stations and from other segments of the road at the contractor's discretion. However, all transportation costs shall be included as part of the work and no further compensation will be allowed therefor.

The cost to remove the existing in place materials to the bottom of the FDR-C layer between STA 72+83 and STA 83+00, and haul and dispose of this material shall be included in the Roadway Excavation bid item.

e) Non-conforming Material/work:

Payment will not be made for FDR-cement work that does not conform to these specifications. Notwithstanding rejection of work for non-conformance with other requirements of this specification, if the compressive strength of any portion of the FDR-cement does not meet the specified unconfined compressive strength range stated in Section 30-4.01D(2), then payment deductions will be applied based on the percent of overall FDR-cement area not in compliance. The area for non-compliance will be determined by multiplying the width of the roadway where the conforming test sample was obtained by the length along Jensen Avenue (full width of the road) that is half the distance to the nearest conforming test result.

Deductions will be as follows:

When the unconfined compressive strength of the FDR-cement tested is less than 300 psi or more than 500 psi, the area will be rejected and the Contractor will be required to remove that section (and all overlying pavement) and reconstruct it to meet the project specifications at no cost to the County. Prior to removing deficient FDR-cement materials, the Contractor may, at their own cost, elect to conduct additional sampling and testing of FDR-cement in the non-compliant areas. However, in the event additional sampling and testing of the FDR-cement is to be conducted by the Contractor, a submittal shall first be provided to the Engineer identifying the testing and sampling procedures which the Contractor proposes to conduct. All additional sampling and testing shall be subject to the observation and review of the Engineer.

f) **Increase or Decrease in Cement for FDR-C**

During the project, due to a change in the design differences between the approved mix design and the assumed design cement application rate used for bidding, an increase or decrease in the application rate of cement may be required. A contract adjustment will be paid only based on the difference in the calculated volume of cement from the bid design cement application rate compared with the final approved design application rate using the area of "installed" FDR-cement where the design application rate was changed. No additional payment will be made for the actual quantity of cement used. If the Engineer orders a change to the cement application rate based on the final approved mix design, the associated change (increase or decrease) in the contract price shall be calculated based solely on the change in the cement application rate as follows:

(Square Yard of Installed FDR-C where cement application rate changes) x (Increase or decrease in cement application rate (pounds per square yard))

Payment under this item shall be considered full compensation for all labor, materials, tools, equipment and incidentals related to the modification in quantity of cement for the full depth recycling. Adjustment of the quantity of cement that is not ordered by the Engineer shall not be subject to a unit price adjustment. Also, no change in the contract amount shall be allowed in the

event the contractor applies more cement than required to meet the application rate of the approved mix design and these specifications, unless it is ordered in writing by the Engineer. The quantity of increased or decreased cement shall be determined by field measurement of the area of in-place FDR-C, and the final approved design application rate.

DIVISION V SURFACINGS AND PAVEMENTS

36 GENERAL

Replace Section 36-3 with:

36-3 PAVEMENT SMOOTHNESS

36-3.01 GENERAL

36-3.01A Summary

Section 36-3 includes specifications for measuring the smoothness of pavement surfaces.

36-3.01B Definitions

Reserved

36-3.01C Submittals

36-3.01C(1) General

Reserved

36-3.01C(2) Reserved

36-3.01C(3) Reserved

36-3.01C(4) Straightedge Measurements

Within 2 business days of measuring smoothness with a straightedge, submit a list of the areas requiring smoothness correction. Identify the areas by:

1. Location number
2. District-County-Route
3. Beginning station or post mile to the nearest 0.01 mile
4. For correction areas within a traffic lane:
   4.1. Lane direction, *NB, SB, EB*, or *WB*
   4.2. Lane number from left to right in the direction of travel
   4.3. Wheel path, *L* for left, *R* for right, or *B* for both
5. For correction areas not within a traffic lane:
   5.1. Identify the pavement area, such as shoulder, weigh station, or turnout
   5.2. Direction and distance from the centerline, *L* for left or *R* for right
6. Estimated size of correction area

36-3.01D Quality Assurance

36-3.01D(1) General

Reserved

36-3.01D(2) Reserved

36-3.01D(3) Quality Control

36-3.01D(3)(a) General

Reserved

36-3.01D(3)(b) Smoothness

36-3.01D(3)(b)(i) General

Test pavement smoothness using a 12-foot straightedge for the pavement at:

1. Traffic lanes less than 1,000 feet in length, including ramps, turn lanes, and acceleration and deceleration lanes
2. Areas within 15 feet of manholes
3. Shoulders
4. Weigh-in-motion areas
5. Miscellaneous areas such as medians, gore areas, turnouts, and maintenance pullouts
6. Any other areas selected by the Engineer.

36-3.01D(3)(b)(ii) Reserved

36-3.01D(3)(b)(iii) Reserved

36-3.01D(4) Department Acceptance

The Department accepts pavement surfaces for smoothness based on compliance with the smoothness specifications for the type of pavement surface specified.

For areas that require pavement smoothness determined using a 12-foot straightedge, the pavement surface must not vary from the lower edge of the straightedge by more than:

1. 0.01 foot when the straightedge is laid parallel with the centerline
2. 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

36-3.02 MATERIALS

Not Used

36-3.03 CONSTRUCTION

Perform pavement smoothness testing in areas selected by the Engineer in the presence of the Engineer.

36-3.04 PAYMENT

Not Used

Replace Section 36-4 with:

36-4 RESIDUE CONTAINING LEAD FROM PAINT AND THERMOPLASTIC

36-4.01 GENERAL

Section 36-4 includes specifications for performing work involving residue from grinding and cold planing that contains lead from paint and thermoplastic.

36-4.02 MATERIALS

Not Used

36-4.03 CONSTRUCTION

If the residue from grinding or cold planing contains lead from paint and thermoplastic. If the average lead concentrations are less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

1. Is a nonhazardous waste
2. Does not contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs
3. Is not regulated by the Federal Resource Conservation and Recovery Act, 42 USC § 6901 et seq.

Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan.

39 ASPHALT CONCRETE

Replace the list in the second paragraph of Section 39-2.01A(1) with:

1. Type A HMA
2. Minor HMA

Add to the end of the list in Section 39-2.01A(2):

8. Driveways and driveway approaches

Replace the 1st sentence of Section 39-2.01A(3)(b)(i) with:

Except for the HMA to be used in miscellaneous areas, dikes, and berms, submit your proposed JMF for each type of HMA to be used.

Replace the 2nd paragraph of Section 39-2.01A(3)(b)(i) with:

The Contractor Hot Mix Asphalt Design Data form must show documentation on aggregate quality.

Replace the 3rd paragraph of Section 39-2.01A(3)(b)(i) with:

If you cannot submit a Department-verified or Caltrans-verified JMF on a Caltrans Hot Mix Asphalt Verification form dated within 24 months before HMA production, the Engineer verifies the JMF.

Replace the 1st paragraph of Section 39-2.01A(3)(c) with:

With your proposed JMF submittal, submit a QC plan for HMA.

Add after the 4th paragraph of Section 39-2.01A(3)(c):

The QC Plan must include action and suspension limits and details of corrective action to be taken if any process is outside of those limits. Suspension limits must not exceed specified acceptance criteria.

The QC plan must describe how test results will be submitted including times for sampling and testing for each quality characteristic.

Replace Section 39-2.01A(3)(d) with:

39-2.01A(3)(d) Test Results

If ordered, submit QC results within 3 business days of a request.

For mix design, JMF verification, production start-up, and each 10,000 tons, submit AASHTO T 283 and AASHTO T 324 (Modified) test results to the Engineer.

Submit all QC test results, except AASHTO T 283 and AASHTO T 324 (Modified), within 3 business days of a request. Submit AASHTO T 283 QC tests within 15 days of sampling.

For tests performed under AASHTO T 324 (Modified), submit test data and 1 tested sample set within 5 business days of sampling.

If coarse and fine durability index tests are required, submit test results within 2 business days of sampling.

If a tapered notched wedge is used, submit compaction test result values within 24 hours of testing.

Replace the 1st sentence of the 2nd paragraph of Section 39-2.01A(3)(f) with:

For each delivery of liquid antistrip to the HMA production plant, submit a 1 pt sample to the Engineer.

Replace the 1st sentence of the 3rd paragraph of Section 39-2.01A(3)(f) with:

At the end of each day's production shift, submit production data in electronic media.

Replace the 1st sentence in the last paragraph of Section 39-2.01A(3)(g) with:

Each day during lime treatment, submit the treatment data log on electronic media in tab delimited format.

Replace the 1st sentence in the last paragraph of Section 39-2.01A(3)(h) with:

At the end of each day's production shift, submit electronic media from the HMA plant process controller.

Replace Section 39-2.01A(4)(a) with:

39-2.01A(4)(a) General

Take samples under California Test 125. Reduce samples of HMA to testing size under AASHTO R47.

AASHTO T 324 (Modified) is AASHTO T 324 with the following parameters:

1. Target air voids must equal 7.0 ± 1.0 percent
2. Specimen height must be 60 ± 1 mm
3. Number of test specimens must be 4 to run 2 tests
4. Do not average the 2 test results
5. Test specimen must be a 150 mm gyratory compacted specimen
6. Test temperature must be set at:
   6.1. 113 ± 2 degrees F for PG 58
   6.2. 122 ± 2 degrees F for PG 64
   6.3. 131 ± 2 degrees F for PG 70 and above
7. Measurements for impression must be taken at every 100 passes along the total length of the sample
8. Inflection point is the number of wheel passes at the intersection of the creep slope and the stripping slope at maximum rut depth
9. Testing shut off must be set at 25,000 passes
10. Submersion time for samples must not exceed 4 hours

If a WMA technology is used, a technical representative for the WMA technology must attend the preconstruction meeting.

Replace item 2 in the list in the 2nd paragraph of Section 39-2.01A(4)(b) with:

2. Asphalt binder. Take at least four 1 qt samples. Each sample must be in a cylindrical-shaped can with an open top and friction lid. If the asphalt binder is modified or rubberized, the asphalt binder must be sampled with the components blended in the proportions to be used.

Add the following item to the list in the 5th paragraph of Section 39-2.01A(4)(b):

4. Voids in mineral aggregate on laboratory-produced HMA

Replace the word "Caltrans" with "Department" in the 10th paragraph of Section 39-2.01A(4)(b).

Replace item 2 in the list in the 1st paragraph of Section 39-2.01A(4)(d) with:

2. Asphalt binder. Take at least four 1 qt samples. Each sample must be in a cylindrical-shaped can with an open top and friction lid. If the asphalt binder is modified or rubberized, the asphalt binder must be sampled with the components blended in the proportions to be used.

Replace the word "Department's" with "Caltrans" in Section 39-2.01A(4)(f)(i).

Replace the word "Department's" with "Caltrans" in Section 39-2.01A(4)(f)(ii).

Add the following to the end of Section 39-2.01A(4)(h)(i):

You are not entitled to compensation for the suspension of work resulting from noncompliance with quality control requirements, including those identified in the QC Plan.

Replace the 2nd paragraph of Section 39-2.01A(4)(h)(v) with:

Within the first 750 tons produced on the 1st day of HMA production, in the Engineer's presence, and from the same production run, take samples of:

1. Aggregates. Coarse, fine, and supplemental fine aggregates must be taken from the combined cold-feed belt or the hot bins. If lime treatment is required, samples must be taken from individual stockpiles before lime treatment. Samples must be at least 120 lb for each coarse aggregate, 80 lb for each fine aggregate, and 10 lb for each type of supplemental fines. For hot-bin samples, the Department combines these aggregate samples to verify the TV submitted on a Contractor Job Mix Formula Proposal form.
2. Asphalt binder. Take at least two 1 qt samples. Each sample must be in a cylindrical-shaped can with an open top and friction lid. If the asphalt binder is modified or rubberized, the asphalt binder must be sampled with the components blended in the proportions to be used.
3. RAP. Samples must be at least 50 lb from each fractionated stockpile.
4. Plant-produced HMA. The HMA samples must be at least 250 lb.

Delete the 6th paragraph of Section 39-2.01A(4)(h)(v).

Replace Section 39-2.01A(4)(h)(vii) with:

39-2.01A(4)(h)(vii) RESERVED

Replace Section 39-2.01A(4)(i)(iii) with:

39-2.01A(4)(i)(iii) Pavement Smoothness

For HMA pavement within 3 feet from and parallel to the construction joint formed between curbs, gutters, or existing pavement, test pavement smoothness using a 12-foot straightedge.

Replace the word "Department" with "Caltrans" in the 2nd paragraph of Section 39-2.01A(4)(i)(iv).

Replace the word "Department" with "Caltrans" in the 4th paragraph of Section 39-2.01B(4)(c)(ii).

Replace the word "Department's" with "Caltrans'" where it occurs in Section 39-2.01B(8)(a).

Replace Section 39-2.01B(11) with:

39-2.01B(11) Miscellaneous Areas, Dikes, & Berms

For miscellaneous areas, dikes, and berms:

1. Use Minor HMA.
2. Choose the aggregate gradation from:
   2.1. 3/8-inch Type A HMA aggregate gradation
   2.2. 1/2-inch Type A HMA aggregate gradation
   2.3. dike mix aggregate gradation
3. Choose asphalt binder Grade PG 64-10, PG 64-16 or PG 70-10.
4. Minimum asphalt binder content must be:
   4.1. 6.40 percent for 3/8-inch Type A HMA aggregate gradation
   4.2. 5.70 percent for 1/2-inch Type A HMA aggregate gradation
   4.3. 6.00 percent for dike mix aggregate gradation

If you request and the Engineer authorizes, you may reduce the minimum asphalt binder content.

Aggregate gradation for dike mix must be within the TV limits for the specified sieve size shown in the following table:

Dike Mix Aggregate Gradation
(Percentage Passing)

Sieve size	Target value limit	Allowable tolerance
1/2"	100	--
3/8"	---	95 - 100
No. 4	73–77	TV ± 10
No. 8	58–63	TV ± 10
No. 30	29–34	TV ± 10
No. 200		0 - 14

For HMA used in miscellaneous areas, dikes, and berms, Sections 39-2.01A(3), 39-2.01A(4), 39-2.01B(2), 39-2.01B(4)(c), and 39-2.01B(5)–(10) do not apply.

Replace the 2nd paragraph of 39-2.01C(3)(g) with:

Before placing the interlayer or asphalt binder, clean the pavement of loose and extraneous material.

Replace Section 39-2.01C(4)(b) with:

39-2.01C(4)(b) Tapered Notched Wedge

Not used

Add the following after the last paragraph of Section 39-2.01C(5):

The test section:

1. Must not be less than 0.1 mile in length.
2. Must have a width equal to the width of the pavement and tapered edge to be paved in one pass during production.
3. Locations shall be proposed by the Contractor and approved by the Engineer.

The test section must be constructed with asphalt paver fitted with one of the following FHWA-approved tapered edge devices:

1. **"Shoulder Wedge Maker"** manufactured by Transtech Systems, Inc.,1594 State Street, Schenectady, NY 12304, Telephone 1-800-724-6306 or 518-370-5558

2. **"Advant-Edger"** manufactured by Advant-Edge Paving Equipment LLC, 33 Old Niskayuna Road, Loudonville, NY 12211, Telephone 814-422-3343

3. **"Ramp Champ"** manufactured by Advant-Edge Paving Equipment LLC, 33 Old Niskayuna Road, Loudonville, NY 12211, Telephone 814-422-3343

4. **"SafeTSlope"** manufactured by Troxler Electronic Laboratories, Inc., 3008 E. Cornwallis Rd. Research Triangle Park, NC 27709, Telephone 877-876-9537

Comply with manufacturer's instructions for attaching the device(s) to the paver. The Engineer accepts the use of selected tapered edge device when edge shape and compaction of the test section are in compliance with plans and specifications. No further paving operations which include the construction of the tapered edge shall commence unless means and methods for constructing the tapered edge are approved by the Engineer.

Add to the end of Section 39-2.01C(7):

New paving shall tie smoothly into previously resurfaced mats, existing pavement and to private drives. Place additional HMA along the pavement's edge to conform to private drives and private road connections as shown in the Project Details.

Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

Feather down the HMA to zero thickness at the approximate rate of 20 feet per 0.08-foot thickness at all match lines across the travel lanes including the beginning and end of construction and at all intersections unless otherwise shown or described in the Project Details and as directed by the Engineer.

Replace Section 39-2.01C(9) with:

39-2.01C(9) Miscellaneous Areas , Dikes, & Berms

Prepare the area to receive HMA for miscellaneous areas, dikes, and berms, including excavation and backfill as needed.

Spread the HMA in miscellaneous areas in 1 layer and compact to the specified lines and grades.

In median areas adjacent to slotted median drains, each layer of HMA must not exceed 0.20 foot maximum compacted thickness.

The finished surface must be:

1. Textured uniformly
2. Compacted firmly
3. Without depressions, humps, and irregularities

Add to the list in the 1st paragraph of Section 39-2.01C(15)(b):

5. HMA overlays over existing pavement

Replace the 2nd paragraph in Section 39-2.01D with:

Except for when a bid item for tack coat is specified, payment for tack coat is included in the payment for hot mix asphalt.

Replace the 5th paragraph in Section 39-2.01D with:

The payment quantity for place hot mix asphalt dike or berm of the type shown on the Bid Item List is the length measured from end to end. Payment for the HMA used to construct the dike or berm is not included in the payment for place hot mix asphalt dike or berm.

Replace Section 39-2.02A(4)(b)(ii) with:

39-2.02A(4)(b)(ii) Aggregates

Test the quality characteristics of aggregates under the test methods and frequencies shown in the following table:

Aggregate Testing Frequencies

Quality characteristic	Test method	Minimum testing frequency
Gradation[a]	AASHTO T 27	1 per 750 tons and any remaining part
Sand equivalent[b, c]	AASHTO T 176	
Moisture content[d]	AASHTO T 255	
Crushed particles	AASHTO T 335	1 per 10,000 tons or 2 per project whichever is greater
Los Angeles Rattler	AASHTO T 96	
Flat and elongated particles	ASTM D4791	
Fine aggregate angularity	AASHTO T 304 Method A	
Coarse durability index	AASHTO T 210	1 per 3,000 or 1 per paving day, whichever is greater
Fine durability index	AASHTO T 210	

[a]If RAP is used, test the combined aggregate gradation under California Test 384.
[b]Reported value must be the average of 3 tests from a single sample.
[c]Use of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in Section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.
[d]Test at continuous mixing plants only. If RAP is used, test the RAP moisture content at continuous mixing plant and batch mixing plant.

For lime treated aggregate, test aggregate before treatment and test for gradation and moisture content during HMA production.

Replace Section 39-2.02A(4)(b)(iii) with:

39-2.02A(4)(b)(iii) Reclaimed Asphalt Pavement

Sample and test processed RAP at a minimum frequency of 1 sample per 1,000 tons with a minimum of 6 samples per fractionated stockpile. If the fractionated stockpile has not been augmented, the 3 RAP samples taken and tested for mix design can be part of this minimum sample requirement. If a processed RAP stockpile is augmented, sample and test processed RAP quality characteristics at a minimum frequency of 1 sample per 500 tons of augmented RAP.

The combined RAP sample when tested under AASHTO T 164 must be within ±2.00 percent of the average asphalt binder content reported on page 4 of your Contractor Hot Mix Asphalt Design Data form. If a new processed RAP stockpile is required, the average binder content of the new processed RAP stockpile must be within ±2.00 percent of the average binder reported on page 4 of your Contractor Hot Mix Asphalt Design Data form.

The combined RAP sample when tested under AASHTO T 209 must be within ±0.06 of the average maximum specific gravity reported on page 4 of your Contractor Hot Mix Asphalt Design Data form.

During Type A HMA production, sample RAP twice daily and perform QC testing for:

1. Aggregate gradation at least once a day under California Test 384
2. Moisture content at least twice a day

Replace Section 39-2.02A(4)(b)(ix) with:

39-2.02A(4)(b)(ix) Type A Hot Mix Asphalt Production

Test the quality characteristics of Type A HMA under the test methods and frequencies shown in the following table:

Type A HMA Production Testing Frequencies

Quality characteristic	Test method	Minimum testing frequency
Asphalt binder content	AASHTO T 308, Method A	1 per 750 tons and any remaining part
HMA moisture content	AASHTO T 329	1 per 2,500 tons but not less than 1 per paving day
Air voids content	AASHTO T 269	1 per 4,000 tons or 2 every 5 paving days, whichever is greater
Voids in mineral aggregate	MS-2 Asphalt Mixture Volumetrics	1 per 10,000 tons or 2 per project whichever is greater
Dust proportion	MS-2 Asphalt Mixture Volumetrics	
Hamburg wheel track	California Test 389	1 per 10,000 tons or 1 per project, whichever is greater
Moisture susceptibility	AASHTO T 283	3 per 250 tons or 3 per paving day, whichever is greater

Replace the 1st table in the 1st paragraph of Section 39-2.02A(4)(e) with:

39-2.02A(4)(e) Department Acceptance

The Department accepts Type A HMA based on compliance with:

1. Aggregate quality requirements shown in the following table:

Aggregate Quality

Quality characteristic	Test method	Requirement
Aggregate gradation[a]	AASHTO T 27	JMF ± Tolerance
Percent of crushed particles Coarse aggregate (min, %) One-fractured face Two-fractured faces Fine aggregate (min, %) (Passing No. 4 sieve and retained on No. 8 sieve.) One-fractured face	AASHTO T 335	 95 90 70
Los Angeles Rattler (max, %) Loss at 100 Rev. Loss at 500 Rev.	AASHTO T 96	 12 40
Sand equivalent (min.)[b, c]	AASHTO T 176	47
Flat and elongated particles (max, % by weight at 5:1)	ASTM D4791	10
Fine aggregate angularity (min, %)[d]	AASHTO T 304, Method A	45
Coarse durability index (D_c, min)	AASHTO T 210	65
Fine durability index (D_f, min)	AASHTO T 210	50

[a]The Engineer determines combined aggregate gradations containing RAP under California Test 384.
[b]Reported value must be the average of 3 tests from a single sample.
[c]Use of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," 8.4.2 Manual Shaker Method, and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in Section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.
[d]The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

Replace the 1st sentence in the 2nd paragraph of Section 39-2.02B(2) with:

For Type A HMA mixtures using RAP, the maximum allowed binder replacement is 25.0 percent.

Replace Section 39-2.02B(3) with:

39-2.02B(3) Asphalt Binder

The grade of asphalt binder for Type A HMA must be PG 64-10.

Replace Section 39-2.02B(4)(a) with:

39-2.02B(4)(a) General

Before the addition of asphalt binder and lime treatment, the aggregates must comply with the requirements shown in the following table:

Aggregate Quality

Quality characteristic	Test method	Requirement
Percent of crushed particles:		
Coarse aggregate (min, %)		
One-fractured face	AASHTO T 335	95
Two-fractured faces		90
Fine aggregate (min, %)		
(Passing No. 4 sieve and retained on No. 8 sieve.)		
One-fractured face		70
Los Angeles Rattler (max, %)		
Loss at 100 Rev.	AASHTO T 96	12
Loss at 500 Rev.		40
Sand equivalent (min)[a]	AASHTO T 176	47
Flat and elongated particles (max, % by weight at 5:1)	ASTM D4791	10
Fine aggregate angularity (min, %)[b]	AASHTO T 304, Method A	45
Coarse durability index (Dc, min)	AASHTO T 210	65
Fine durability index (Df, min)	AASHTO T 210	50

[a]The reported value must be the average of 3 tests from a single sample. Use of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," 8.4.2 Manual Shaker Method, and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in Section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

[b]The Engineer waives this specification if the Type A HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

Replace Section 39-2.02B(5) with:

39-2.02B(5) Reclaimed Asphalt Pavement

You may substitute RAP for part of the virgin aggregate in a quantity up to 15 percent of the aggregate blend.

Provide enough space at your plant for complying with all RAP handling requirements. Provide a clean, graded base, well drained area for stockpiles.

If RAP is from multiple sources, blend the RAP thoroughly and completely before fractionating.

For RAP substitution of 15 percent of the aggregate blend or less, fractionation is not required.

Isolate the processed RAP stockpiles from other materials. Store processed RAP in conical or longitudinal stockpiles. Processed RAP must not be agglomerated or be allowed to congeal in large stockpiles.

Replace Section 39-2.02B(11) with:

39-2.02B(11) Type A Hot Mix Asphalt Production

If RAP is used, the asphalt plant must automatically adjust the virgin asphalt binder to account for RAP percentage and RAP binder.

During production, you may adjust hot- or cold-feed proportion controls for virgin aggregate and RAP. RAP must be within ±3 of RAP percentage described in your Contractor Job Mix Formula Proposal form without exceeding 15 percent.

Add to the beginning of Section 39-2.02C:

Place Type A HMA in lifts if shown in the project details.

Replace Section 39-3.02C with:

Where replace asphalt concrete surfacing is shown, remove the asphalt concrete surfacing and, if necessary, base to a depth of 6 inches below the grade of the existing surfacing and replace with HMA. The Engineer determines the exact limits of asphalt concrete surfacing to be replaced.

The width of each removal shall be a minimum of four feet wide or as determined by the Engineer.

Use cold planed material for shoulder backing inside the project limits, as per these specifications and as directed by the Engineer.

Replace asphalt concrete in a lane before the lane is specified to be opened to traffic.

Before removing asphalt concrete, outline the replacement area and cut neat lines with a saw or grind to a depth of 6 inches below the grade of the existing surfacing. Do not damage any asphalt concrete and base remaining in place.

If you excavate the base beyond the specified plane, replace it with HMA.

Do not use a material transfer vehicle for replacing asphalt concrete surfacing.

Before placing HMA, apply a tack coat as specified in Section 39-2.01C(3)(f).

Place HMA using method compaction as specified in Section 39-2.01C(2)(c).

The contract price paid per unit shown on the Bid Item List for Replace Asphalt Concrete Pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in repairing pavement, complete in place, including disposal of removed material, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The quantity of Replace Asphalt Concrete Pavement to be paid for will be the actual volume repaired.

Replace Section 39-3.03 with:

39-3.03 REMOVE ASPHALT CONCRETE DIKES & BERMS

39-3.03A General

Section 39-3.03 applies to removing asphalt concrete dikes and berms outside the limits of excavation.

39-3.03B Materials

Not Used

39-3.03C Construction

Reserved

39-3.03D Payment

Not Used

40 CONCRETE PAVEMENT

Replace the word "Department's" with "Caltrans" in the 1st paragraph of Section 40-1.01D(4).

41 EXISTING CONCRETE PAVEMENT

Replace the 4th paragraph of Section 41-9.01C(1) with:

During individual slab replacement operations, submit uniformity reports for hydraulic cement at least once every 30 days to the Engineer. Uniformity reports must comply with ASTM C917 except testing age and water content may be modified to suit the particular material.

DIVISION VII DRAINAGE FACILITIES

Add Section 65-2.01A

The work for furnishing all materials and labor required to install rubber gasket reinforced concrete pipe (RGRCP) as shown on the plans shall comply with Section 17 and other referenced sections of the Fresno Metropolitan Flood Control District Standard Plans & Specifications. All RGRCP installed under these bid items shall be of the class specified on the plan and/or profile views of the Plans, and herein. All RGRCP shall have tongue and groove mortar joints or rubber gasket joints unless otherwise specified. Special bedding to be furnished and installed by the Contractor at the locations shown on the Plans. Installation of storm drain system components shall be inspected and approved by FMFCD's Inspector.

All storm drain pipelines shall be constructed as shown on the Plans and Standard Drawings, as specified in the Standard Specifications and as specified in these Special Provisions.

In case of conflict between the Caltrans *Standard Specifications* and these FMFCD Standard plans or specifications, the FMFCD Standard shall take precedence over and be used in lieu of such conflicting portions.

Add Section 65-2.03D Staging Pipe Construction

During work hours, construct pipe incrementally providing one-way traffic control and flaggers to protect vehicles and pedestrians from the open excavation. Provide proper shoring and worker protection per OSHA requirements and the standard specifications. During non-work hours provide trench plates or otherwise backfill and finish construction of pipe segments to allow two-way traffic control and protect vehicles and pedestrians from any open excavation.

Add Section 65-2.03E

Trenching and backfill shall conform to the trench excavation, backfill and surface restoration detail shown in the drainage details in the Plans and must comply with Standard Specifications Section 19.

As required by the "Trench Construction Safety Orders" of the California Construction Safety Orders of the Division of Occupational Safety and Health, bracing and shoring shall be installed in trenches of five feet or greater depth to ensure the safety of workers and to protect and facilitate the work.

The excavation shall be supported so that it will be safe and that the ground alongside the excavation will not slide or settle, and all existing improvements, either on public or private property, will be fully protected from damage.

All support shall be removed after construction is completed, unless otherwise directed by the Engineer, and shall be withdrawn in a manner that will prevent the caving of the side of the excavation. All openings caused by the removal of supports shall be filled with suitable material properly compacted.

Section 65-2.04 PAYMENT:

Bid Items for Rubber Gasket Reinforced Concrete Pipe installation are unit price bids (per lineal foot) for estimated amounts of rubber gasket reinforced concrete pipe (RGRCP) for furnishing all labor, materials, tools and equipment and doing all the work involved with installing new RGRCP pipe in place and complete, including, but not limited to, all structural elements as shown on the Project Plans or Standard Plans, including trench excavation, bracing and shoring, backfill, connecting existing lateral or main pipelines, and all other appurtenant work to have a fully functional storm drain system.

Reference is made to Section 17 of the FMFCD Standard Specifications. All RGRCP installed under these bid items shall be of the class specified on the plan and/or profile views of the Plans, and herein. All RGRCP shall have tongue and groove mortar joints or rubber gasket joints unless otherwise specified. Special bedding to be furnished and installed by the Contractor at the locations shown on the Plans.

Full compensation for all costs involved in furnishing and installing reinforced concrete pipe (RGRCP) shall be included in the unit prices bid per lineal foot and no additional payment will be made therefor.

Temporary Trench Resurfacing

Bid Item 34 Temporary Trench Resurfacing – Storm drain system is a unit price bid per lineal foot for an estimated quantity of temporary trench resurfacing, consisting of 1.5 inches of cut-back or “cold-mix” resurfacing in conformance with City of Fresno Standard Drawing P-48 Section E. County of Fresno requires 4 inches of cut-back or “cold mix” resurfacing in conformance with the County of Fresno Encroachment Permit and Improvement Standards. This bid item may be substantially increased, decreased, or eliminated, and no adjustment in the unit price bid will be made. Completed trenches shall have temporary trench resurfacing installed as soon as possible. Reference is made to Section 16 of the Standard Specifications. Temporary trench resurfacing shall be placed as soon as practicable.

It shall be the responsibility of the Contractor to maintain said surfacing and replace it as often as necessary. Temporary trench resurfacing shall be faithfully maintained by the Contractor during and after normal working hours and on weekends and holidays. The Contractor shall inspect the condition of the temporary surfacing at sufficient intervals and make repairs as necessary. Temporary surfacing shall be removed by the Contractor prior to final resurfacing. Payment for temporary trench resurfacing will only be made at locations required by the Engineer and will only be made once.

Full compensation for all costs associated with providing, installing, and maintaining temporary trench resurfacing shall be paid for only once at any given location and shall be included in the unit price bid for temporary trench resurfacing and no additional payment will be made therefor.

70 MISCELLANEOUS DRAINAGE FACILITIES

Replace Section 70-8 With:

70-8.01 GENERAL

Section 70-8 includes specifications for constructing Manhole (Type A) to the size and location shown on the Plans. The work for furnishing all materials and labor required to install manholes as shown on the plans shall comply with Section 23, FMFCD Standard Drawing B-1, B-4 and B-7 and other referenced sections of the Fresno Metropolitan Flood Control District Standard Plans & Specifications. Contractor is responsible for obtaining the most current and complete version of the FMFCD’s specifications from the FMFCD website. Contractor is responsible for obtaining all FMFCD Standard Drawings required to install a fully functional manhole to the acceptance of the FMFCD’s inspectors. Use link below to access specifications:

District-Standard-Plans-and-Specifications.pdf (fresnofloodcontrol.org)

All manholes located within paved areas shall be set to existing grade with the concrete collar left two (2) inches below top of lid grade.

All manholes located outside of paved areas shall include bolt-down covers. All manhole frames and covers shall be machined at contact (seating) surfaces. Manholes twelve (12) feet or more in depth require the installation of steps and offset reducing cones. Steps shall be provided in accordance with Standard Drawing No. B-4. Offset reducing cones and bolt-down covers (as approved by the Engineer) shall be provided where called for on the plans.

70-8.01D PAYMENT

The unit price paid for Manholes shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in installing new Manholes in place complete including, but not limited to, all structural elements as shown on the Project Plans or Standard Plans, including excavation and backfill, connecting existing or new lateral or main pipelines, furnishing frame and cover, pressure, bolt-down or slotted cover where required, shall be paid by "each" manhole installed.

Full compensation for all costs involved in the construction of manhole structures, Type "A", shall be included in the unit price bid and no additional payment will be made therefor.

68 SUBSURFACE DRAINS

Replace the word "Department's" with "Caltrans" in the 12th paragraph of Section 68-3.03.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

77 LOCAL INFRASTRUCTURE

77-1.01 GENERAL

The Special Provisions for pipe replacement work as depicted in the set of plans labeled "Water Main Replacement in W. Jensen Ave between Fruit Ave and Martin Luther King Jr. Blvd" shall adhere to the City of Fresno Standard Specifications.

In case of conflict between the Caltrans *Standard Specifications* and these City of Fresno Standard plans or specifications, the City of Fresno Standard shall take precedence over and be used in lieu of such conflicting portions.

Contact the City of Fresno Public Utilities at 559-621-5645 48 hrs. prior to performing any work with water system to coordinate City of Fresno inspections. For all wet-ties, the Contractor shall contract Eric Campbell to schedule an appointment.

The Special Provisions for pipe replacement work for this project are the City of Fresno Standard Specifications and Drawings. Contractor is responsible for obtaining the most current and complete version of the City of Fresno's specifications from the city website. Contractor is responsible for obtaining all City of Fresno Standard Drawings required to replace existing with a fully operational water distribution pipeline and appurtenant work to the acceptance of the City of Fresno inspectors.

The specifications and drawings can be found on the city website, Department of Public Works, Technical Library.

77-1.04 PAYMENT

The Contract payment for the specified items of work as set forth in the Bid Schedule shall be full compensation for furnishing all labor, materials, methods or processes, implements, tools, equipment and incidentals and for doing all work involved as required by the provisions of the Contract Documents for a complete in place and operational system.

Unless otherwise specified in the Specifications, quantities of work shall be determined per each, or from measurements or dimensions in a horizontal plane. All materials shall be measured on the basis of “in place” quantities and paid for using the units listed in the bid schedule.

Except as noted, the Engineer will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements.

Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be separately measured or paid for. Compensation for such work and/or material shall be included in the prices paid for other items of work.

Bid Item No. 68 – Mobilization (Water Infrastructure Replacement)

This item shall be bid a lump sum and shall conform to the provisions of Section 9-1.16D of the City adopted Edition of the Caltrans Standard Specifications and these Specifications.

This item shall consist of covering the Contractor’s cost for contract documents and for the moving of personnel, equipment, supplies and incidentals to the project site for the construction of the water infrastructure.

The lump sum price for this item has been determined to be $100,000.00 and shall not exceed that amount. No additional payment will be made for this item.

Bid Item No. 69 – Mediator (Owner’s 50% share)

This item shall be bid a lump sum for Mediator.

This work shall consist of paying the City’s share of the costs of the Mediator, in conformance with the provisions in the Specifications, and as directed by the Engineer. This Mediator cost is only valid for all water work, specifically all 19 plan sheets labeled WJ 5927.

The dollar amount listed on the Bid Proposal form is an estimate only and will be included in each bidder’s Bid Proposal. Water Work Mediator work shall be performed only upon direct written authorization from the Engineer and daily extra work reports shall be submitted to and approved by the Engineer. The contractor shall maintain separate records for work performed in accordance with the provisions of Section 5-1.27," Records,” of the Standard Specifications and these special provisions. Payment will be based on the total amount of authorized Work actually performed. The provisions in Section 9-1.06, "Changed Quantity Pay Adjustments" of the Standard Specifications shall not apply to the item “Supplemental Work.”

The bid item may be increased, decreased, or deleted in its entirety and is not to be construed as additional money owed to the Contractor. If no change order is issued against this bid item, the contract price shall be reduced by the full amount of the bid item included in the Bid Proposal for the Mediator

All costs associated with this bid item shall be included in the lump sum price and based on actual costs incurred.

Bid Item No. 70 – Traffic Control, Detours, and Access (Water Infrastructure Replacement)

This item shall be bid lump sum and shall conform to the provisions of the latest edition(s) of: Section 12 (Temporary Traffic Control) of the Caltrans Standard Specifications, Chapter 5 of Caltrans Traffic Manual (Traffic Controls for Construction and Maintenance Work Zones), the 2014 California Manual on Uniform Traffic Control Devices (2014 CALIFORNIA MUTCD), Section 7-10 (Public Convenience and Safety) of the City Standard Specifications, these Specifications, Public Works Policies 210.01 and 210.10 and as directed by the Engineer.

This item shall consist of the Contractor's responsibility to provide safety and convenience to the public in connection with the Contractor's operations of all Water Line Work, specifically all 19 plan sheets labeled WJ 5927. All Traffic Control needed for all other work shall be consumed with Bid Items for the water pipe replacement portion of the project. The Contractor shall be responsible for providing a Traffic Control Plan prior to starting work and for furnishing, placing, maintaining, repairing, replacing and removing barricades, detours, traffic handling equipment and devices, signs, lights, flares, temporary railing, and other affected facilities. All Traffic Control plan production shall be prepared by a C-31 licensed contractor or qualified Professional Engineer; all field set up and traffic control maintenance shall be performed by a C-31 licensed contractor. Traffic Control approval will also be required from the City of Fresno and will require the acquisition of an Encroachment Permit from the City of Fresno and County of Fresno. Contact the City of Fresno and County of Fresno for more information.

Access for emergency vehicles shall be available along all streets within the construction area at all times.

"Per CAMUTCD, the contractor shall install advance construction warning sign prior to beginning of any construction activities. The placement of the advance warning sign shall be per Chapter 6C of the 2014 Edition of CAMUTCD. The advance warning sign shall be mounted on wooden post per Caltrans Standard Specification 2010, Section 56-4.02C ("Wooden Post") and Section 56-4.02E ("Signal Panel Fastening Hardware"). The wood post installation shall comply with Caltrans Standard Plans RS3 and Section 56-4.03"

The following special minimum traffic control requirements shall apply to the project:

Street Name	Days/Hours	Minimum Requirements
Intersection Jensen Ave/Fruit	2 days/ 24 hr/day	Intersection shall be allowed to be fully closed for a period not to exceed 2 consecutive days (48 hours). If additional closure time is required, flagging shall be provided, and construction time will be limited to hours between 9 am and 4 pm. City of Fresno will bear no responsibility or payment for such flagging operations.
Jensen Ave from Fruit to Arthur	1 week/ 24 hr	Full closure, no local access through work zone. Only one intersection shall be closed at a time (Fruit or Arthur).
Jensen Ave from Arthur to Knight	4 weeks/ 24 hr	4-week segmented closure. Full closure broken into segments to allow access to residents and emergency service vehicles. Only one intersection shall be closed at a time (Arthur, Thorne, Walnut, or Knight Avenue).
Jensen Ave from Knight to MLK	3 weeks/ 24 hr	3-week segmented closure. Full closure broken into segments to allow access to residents and emergency service vehicles.

Intersection Jensen/MLK Southwest Corner	3 days 9A.M. to 4 P.M.	3 days closure 9 A.M. to 4 P.M. for southwest corner only.
Intersection Jensen/MLK Southeast and Northeast Corner	6 days/ 24 hr	1-week segmented closure. Full closure broken into segments to allow access to residents and emergency service vehicles. Only one leg shall be closed at a time (Southeast or Northeast). If additional closure time is required, flagging shall be provided, and construction time will be limited to hours between 9 A.M. and 4 P.M. City of Fresno will bear no responsibility or payment for such flagging operations
Affected Local Streets	At All Times	Always maintain access. Provide temporary access as necessary.
All Pedestrian and cycles	At All Times	Pedestrian access shall be maintained at all times and in accordance with subsection 7-10.1," traffic and access, of the City of Fresno Standard Specifications". All necessary signage shall be installed and maintained in accordance with the MUTCD and approval by the City of Fresno Traffic Engineer.

Additional traffic control requirements or special conditions.

- "No Parking" signage shall be provided on Jensen Ave. Seven Day (7) prior to construction.
- Parked cars may be towed during construction hours.

Construction of sidewalks and curb ramps must be prosecuted in an allowance of a continued accessibility by pedestrians at intersections under construction, if needed.

Full compensation for furnishing all labor (including flagging), materials, tools, equipment and incidentals, and for doing all work involved for the sole convenience, direction and safety of public traffic and pedestrians shall be included in the lump sum price for this bid item and no additional payment will be made. Payments shall be prorated over the term of the contract.

Bid Item No. 71 – Dust Control Plan (Water Infrastructure Replacement)

This item shall consist of soil stabilization, carryout and trackout prevention, notification, installing, inspecting, maintaining, required record keeping and removing control measures to reduce Visible Dust Emissions (VDE) and eliminate nuisances from or within the construction site. The County will require only one Dust Control Plan be submitted to the SJVAPCD for the entire project; however, the cost of preparing and implementing it to all measures pertaining to all 19 plan sheets labeled WJ 5927, shall be specifically applied to this bid item.

The lump sum price paid for Dust Control Pollution Prevention Implementation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, coordination and/or submittal of notification to the San Joaquin Valley Air Pollution Control District and for doing all the work involved with Dust Control per Section 14 of the Standard Specifications and Special Provisions and no additional payment will be made.

Bid Item No. 72 – Prepare and Implement Storm Water Pollution Prevention Plan (Water Infrastructure Replacement)

This bid item is a lump sum bid for prepare and implement a Storm Water Pollution Prevention Plan ("SWPPP") for the portion of the Work involved with the replacement of the water infrastructure, and includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, implementing, maintaining, inspecting, and removing water pollution control practices in accordance with the approved SWPPP as specified in Section 13 of Standard Specifications and these special provisions, and as directed by the Engineer. Refer to Section **13-2.04 PAYMENT** of the special provision for payment.

The County will require only one SWPPP be prepared and submitted to SMARTS for the entire project; however, the cost of preparing and implementing it to all measures pertaining to all 19 plan sheets labeled WJ 5927, shall be specifically applied to this bid item.

Bid Item No. 73 – Worker Protection from the Hazard of Caving Ground

This item shall be bid lump sum and shall conform with these Specifications and as directed by the Engineer.

This item shall consist of shoring, bracing, sloping, or other provisions necessary to provide the worker with protection from the hazard of caving ground during the excavation of trenches.

For applicable water line installation work, compliance with Section 6500 and 6503 of the California Labor Code must be shown before any work may commence. If this contract involves an estimated expenditure in excess of **$25,000.00** and excavation of any trench or trenches five feet or more in depth, then your attention is directed to California Labor Code Section 6705 relating to a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, the entire provisions of which are incorporated by this reference as if fully set forth hereinafter.

The Contractor's shoring and trenching Plans shall be checked or designed by a registered civil or structural engineer retained by the Contractor, at his expense. Responsibility for checking or design shall be evidenced by the registered engineer's signature and the seal on the shoring and trenching Plans submitted to Cal-OSHA and the City.

Before execution of the Contract by the City, the Contractor shall submit to the City a copy of his shoring plan. If there is any noncompliance with said detailed Plans, then the Contractor shall stop forthwith all trench work until there is compliance in the opinion of the State Division of Industrial Safety.

The City, Engineer, and officers, employees, and agents of the aforementioned, shall not be liable for costs incurred by the Contractor due to the work stoppage, and the Contractor will not be given nor is entitled to an extension of time to complete the work within the time set forth in this contract due to the work stoppage. This work shall only pertain to all 19 plan sheets labeled WJ 5927, specifically all bid items for the pipeline replacement project.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for bracing and draining the trench or any other measure necessary so that workmen may work there in safety and efficiency shall be included in this bid item.

All costs associated with this item shall be included in the lump sum price and no additional payment will be made.

Bid Item No. 74 – Trench Protection

This bid item shall be bid lump sum and shall include all costs incurred in erecting a temporary six-foot chain link fence around the open trench for safety reasons at the end of each day's work, as approved by the Engineer.

In lieu of fence, Contractor may use steel plating of sufficient thickness to support legal truck traffic, a non-skid - properly ramped and secured/pinned or recessed. This work shall only pertain to all 19 plan sheets labeled WJ 5927, specifically all bid items for pipeline replacement project.

All costs associated with this item shall be included in the lump sum price and no additional payment will be made.

Bid Item No. 75 – Temporary Trench Resurfacing (Water infrastructure)

This item shall be bid per linear foot and shall conform to the applicable provisions of Section 16 of the City Standard Specifications, these Specifications and as shown on the Plans.

This Work shall consist of furnishing and mixing aggregate and asphalt binder at a central mixing plant and placing, compacting, maintaining, and finally removing and disposing of temporary asphalt concrete resurfacing. Within 24 hours after the trench has been backfilled, all street crossings shall be surfaced with temporary surfacing of 4 inches of cold mix surfacing mixed in a central plant. Such surfacing shall remain in place and maintained until the permanent surfacing is to be placed. This work shall only pertain to all 19 plan sheets labeled WJ 5927, specifically all bid items 67-95.

Final pay quantity will be based upon the actual authorized quantity placed as determined by the Engineer. All dimensions will be based upon horizontal measurement.

Bid Item No. 76 – Furnish and Install 1-Inch Water Service and Meter Box

This item shall be bid per each and shall conform to the provisions of Sections 21 and 22 of the City of Fresno Standard Specifications, City of Fresno Standard Drawing W-2, these Specifications and as shown on the Plans.

This item shall consist of furnishing and installing **1-inch** water services complete and in place, including all pipe, fittings, meter box, pit resurfacing, testing and chlorination. The services shall be type "K" soft drawn copper tubing. The installation of the water services on the long side of the road shall be bored. The installation of the water services on the short side of the road can be open cut. Any curb and gutter on either side of the road shall not be disturbed or open cut. **Water meter boxes shall utilize Oldcastle lid, FL16 TP – "Water", AMR or approved equal**.

The Contractor shall install all items per City of Fresno Standard Drawing W-2, except the meter spool, meter tailpiece, brass coupling, and the slip to male adapter, these items will be included in **Bid Item** Connect Water Service at Meter Box.

The water service temporary trench resurfacing will be included in this item.

Concrete sidewalk or walkway repair will be included in **Bid Item** Concrete Sidewalk or Walkway Repair and reconstruction.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in installing the water service and meter box, complete in place, shall be included in this item.

The final pay quantity will be based upon actual quantity installed, as determined by the Engineer.

Bid Item No. 77 – Furnish and Install 1.5-Inch Water Service and Meter Box

This item shall be bid per each and shall conform to the provisions of Sections 21 and 22 of the City of Fresno Standard Specifications, City of Fresno Standard Drawing W-1, these Specifications and as shown on the Plans.

This item shall consist of furnishing and installing **1.5-Inch** water services complete and in place, including all pipe, fittings, meter box, pit resurfacing, testing and chlorination. The installation of the water services on the long side of the road shall be bored. The installation of the water services on the short side of the road can be open cut. Any curb and gutter on either side of the road shall not be disturbed or open cut. **Water meter boxes shall utilize Oldcastle lid, FL30 TP – "Water", AMR or approved equal**.

The Contractor shall install all items per City of Fresno Standard Drawing W-1, except the meter spool, meter tailpiece, brass coupling, and the slip to male adapter. These items will be included in **Bid Item** Connect Water Service at Meter Box.

The water service temporary trench resurfacing will be included in this item

Concrete sidewalk or walkway repair will be included in **Bid Item** Concrete Sidewalk or Walkway Repair and reconstruction.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in installing the water service and meter box, complete in place, shall be included in this item.

The final pay quantity will be based upon actual quantity installed, as determined by the Engineer.

Bid Item No. 78 – Furnish and Install 2-Inch Water Service and Meter Box

This item shall be bid per each and shall conform to the provisions of Sections 21 and 22 of the City of Fresno Standard Specifications, City of Fresno Standard Drawing W-1, these Specifications and as shown on the Plans.

This item shall consist of furnishing and installing **2-Inch** water services complete and in place, including all pipe, fittings, meter box, pit resurfacing, testing and chlorination. The installation of the water services on the long side of the road shall be bored. The installation of the water services on the short side of the road can be open cut. Any curb and gutter on either side of the road shall not be disturbed or open cut. **Water meter boxes shall utilize Oldcastle lid, FL36 TP – "Water", AMR or approved equal.**

The Contractor shall install all items per City of Fresno Standard Drawing W-1, except the meter spool, meter tailpiece, brass coupling, and the slip to male adapter. These items will be included in the **Bid Item** Connect Water Service at Meter Box.

The water service temporary trench resurfacing will be included in In this item

Concrete sidewalk or walkway repair will be included in **Bid Item** Concrete Sidewalk or Walkway Repair and reconstruction.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in installing the water service and meter box, complete in place, shall be included in this item.

The final pay quantity will be based upon actual quantity installed, as determined by the Engineer.

Bid Item No. 79 – Connect Water Service at Meter Box

This bid item shall be bid per each and consists of removing the existing meter spool, relocating and installing the existing water meter and meter transmitter (see **Bid Item No. 93)**, and installing miscellaneous fittings to connect the new lead line to the new water service. The installation shall conform to the provisions of the City of Fresno Standard Drawing W-1 and W-2.

The Contractor is required to fill out and submit the attached Meter Change Notice form for each lot and submit it to the Engineer. See Exhibit "D" at the end of this specification section.

The final pay quantity will be based upon the actual quantity installed, as determined by the Engineer.

Bid Item No. 80 – Connect Water Service to Existing Lead Line (Front)

This bid item shall be bid per each and consists of installing miscellaneous fittings, any necessary excavation, and connecting to the existing lead line.

The final pay quantity will be based upon the actual quantity installed, as determined by the Engineer.

Bid Item No. 81 – Furnish and Install Grounding Rod

This item shall be bid per each and shall conform to the provisions of the latest edition of the California Electrical Code (CEC), and these Specifications.

At each location required by the Engineer or Building Official, the Contractor will be required to update the residential electrical grounding system. Prior to updating the grounding system, the contractor will be required to obtain an electrical permit from the governing Building Official.

This item shall consist of furnishing and installing any or all of the items listed below in order to update the residential grounding system. Any item required to update the grounding system as directed by the Engineer or Building Official outside of the scope of items listed below shall be covered by **Bid Item "Supplemental Work"**.

1. 8' grounding rod
2. Bonding wire and all necessary connection clamps, connecting the grounding rod to the existing ground/neutral buss in electrical service panel
3. Bonding wire and all necessary connection clamps, connecting the residential cold water metal piping system to the ground rod or to the existing ground/neutral buss in electrical service panel as required by the electrical permit

Full compensation for furnishing all labor, materials, tools, equipment, permits and incidentals and for doing all work involved in updating the residential grounding system, complete in place, shall be included in this bid item.

The final pay quantity will be based upon actual quantity installed, as determined by the Engineer.

Bid Item No. 82– Furnish and Install 1.5-Inch Sch 40 PVC On-site Lead Line

This bid item shall be bid per lineal foot and consists of trenching, hand digging or using trenchless excavation (boring), the installation of 1.5-Inch PVC Sch. 40 pipe with tracer wire, backfilling and compacting sufficiently to prevent settlement. The Contractor shall utilize this bid item when the 1" water service lead line is less than 75', as directed by the Engineer. The tracer wire installed as part of this work shall be 10 AWG suitable for direct burial placed along pipe's entire length as directed by the Engineer. Twelve inches (12") of the tracer wire shall be coiled in the meter box, the other end shall be terminated and secured at the lead line connection point. The unit price payment per lineal foot of trench, hand

trench, hand dig or using trenchless excavation and installing 1.5-Inch PVC Sch. 40 pipe with tracer wire shall be included in this bid item. Refer to Water Service Transfer Schedule Table in **Exhibit "A" at the end of this specification section**

The contractor is required to contact homeowners and request access to perform necessary onsite work. The contractor shall perform the on-site work with as little disruption as possible to the homeowner's property as directed by Engineer.

This bid item shall include restoration of any on-site improvements that are damaged during construction, except for Portland cement concrete. Concrete sidewalk or walkway will be included in **Bid Item** Concrete Sidewalk or Walkway Repair.

Full Compensation for furnishing all labor, materials, tools, equipment and incidentals complete and in place and in accordance with these specifications shall be included in the unit price for this bid item and no additional payment will be made.

Bid Item No. 83 – Furnish and Install 2-Inch Sch 40 PVC On-site Lead Line

This bid item shall be bid per lineal foot and consists of trenching, hand digging or using trenchless excavation (boring), the installation of 2-Inch PVC Sch. 40 pipe with tracer wire, backfilling and compacting sufficiently to prevent settlement. The Contractor shall utilize this bid item when the water service lead line is more than 75', as directed by the Engineer. The tracer wire installed as part of this work shall be 10 AWG suitable for direct burial placed along pipe's entire length as directed by the Engineer. Twelve inches (12") of the tracer wire shall be coiled in the meter box, the other end shall be terminated and secured at the lead line connection point. The unit price payment per lineal foot of trench, hand trench, hand dig or using trenchless excavation and installing 2-Inch PVC Sch. 40 pipe with tracer wire shall be included in this bid item. Refer to Water Service Transfer Schedule Table in **Exhibit "A" at the end of this specification section**.

The contractor is required to contact homeowners and request access to perform necessary onsite work. The contractor shall perform the on-site work with as little disruption as possible to the homeowner's property as directed by Engineer.

This bid item shall include restoration of any on-site improvements that are damaged during construction, except for Portland cement concrete and asphalt concrete. Concrete sidewalk or walkway repair will be included in **Bid Item** Concrete Sidewalk or Walkway Repair and Reconstruction.

Full Compensation for furnishing all labor, materials, tools, equipment and incidentals complete and in place and in accordance with these specifications shall be included in the unit price for this bid item and no additional payment will be made.

Bid Item No. 84 – Furnish and Install 8-Inch CL350 Ductile Iron Pipe Water Main

This item shall be bid per lineal foot and shall conform to the provisions of Sections 21 and 22 of the City of Fresno Standard Specifications, City of Fresno Standard Drawings W-29, W-34, W-35 and W-36, these Specifications and as shown on the Plans. The installation shall conform to AWWA C600 and AWWA Manual M41.

This item shall consist of furnishing and installing all pipe, blow offs, bends, mechanical restraints, fittings and trench compacting (Trench compaction will be 95% within the top two (2) feet and 90% below the top two (2) feet). Testing and chlorinating of the pipe, including furnishing and installing bacteria sampling points (max of 700 ft. apart) for a continuous run of the proposed water main, shall also be included. Any tree trimming costs or saw cutting to install the water main shall be included in this bid item. Mechanical Pipe Restraints are required by the Contractor at the dead-end pipe runs at the end of the water main just before the wet tie connection point.

The Contractor is required to install temporary backflow assembly for the water main flushing operations and the cost shall be included in **Bid Item labeled "TEMPORARY BACKFLOW ASSEMBLY"**.

Temporary trench resurfacing for all water mains will be included in **Bid Item** labeled **"Temporary Trench Resurfacing"**.

After construction, Contractor shall furnish a complete set of red-lined set of plans to the City Inspector. This red-lined set must reflect changes that have occurred during construction. This red-lined set will be used by the City to produce a more accurate as-built record for the City of Fresno. This red-lined set is for record keeping purposes only and does not allow deviations from the approved set of plans or any engineered addendums.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in installing the water main, complete in place, shall be included in this bid item.

All costs associated with wet ties including the necessary reducers, etc. will be paid for by the City.

The final pay quantity will be based upon actual quantity installed, as determined by the Engineer. All dimensions will be based upon horizontal measurement.

Bid Item No. 85 – Furnish and Install 16-Inch CL 350 Ductile Iron Pipe Water Main

This item shall be bid per lineal foot and shall conform to the provisions of Sections 21 and 22 of the City of Fresno Standard Specifications, City of Fresno Standard Drawings W-29, W-34, W-35 and W-36, these Specifications and as shown on the Plans. The installation shall conform to AWWA C600 and AWWA Manual M41.

This item shall consist of furnishing and installing all pipe, blow offs, bends, mechanical restraints, fittings and trench compacting (Trench compaction will be 95% within the top two (2) feet and 90% below the top two (2) feet). Testing and chlorinating of the pipe, including furnishing and installing bacteria sampling points (max of 700 ft. apart) for a continuous run of the proposed water main, shall also be included. Any tree trimming costs or saw cutting to install the water main shall be included in this bid item. Mechanical Pipe Restraints are required by the Contractor at the dead-end pipe runs at the end of the water main just before the wet tie connection point.

The Contractor is required to install temporary backflow assembly for the water main flushing operations and the cost shall be included in bid item **labeled "TEMPORARY BACKFLOW ASSEMBLY"**.

Temporary trench resurfacing for all water mains will be included in **Bid Item** labeled **"Temporary Trench Resurfacing"**.

After construction, Contractor shall furnish a complete set of red-lined set of plans to the City Inspector. This red-lined set must reflect changes that have occurred during construction. This red-lined set will be used by the City to produce a more accurate as-built record for the City of Fresno. This red-lined set is for record keeping purposes only and does not allow deviations from the approved set of plans or any engineered addendums.

All costs associated with wet ties including the necessary reducers, etc., will be paid for by the City.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in installing the water main, complete in place, shall be included in this bid item.

All costs associated with wet ties including the necessary reducers, etc. will be paid for by the City.

The final pay quantity will be based upon actual quantity installed, as determined by the Engineer. All dimensions will be based upon horizontal measurement.

Bid Item No. 86– Furnish and Install 8-Inch Gate Valve

This item shall be bid per each and shall conform to the provisions of Sections 21 and 22 of the City of Fresno Standard Specifications, City of Fresno Standard Drawings W-7, W-8 and W-25, these Specifications and as shown on the Plans.

This bid item shall consist of furnishing and installing all 8-Inch gate valves as shown on the plans, in conformance with the Specifications, and as directed by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in installing the 8-inch gate valve, complete in place, shall be included in this Bid Item.

The final pay quantity will be based upon actual quantity installed, as determined by the Engineer.

Bid Item No. 87 – Furnish and Install 16-Inch Butterfly Valve

This item shall be bid per each and shall conform to the provisions of Sections 21 and 22 of the City of Fresno Standard Specifications, City of Fresno Standard Drawings W-7, W-8 and W-25, these Specifications and as shown on the Plans.

This bid item shall consist of furnishing and installing all 16-Inch butterfly valves as shown on the plans, in conformance with the Specifications, and as directed by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in installing the 16-Inch Butterfly valve, complete in place, shall be included in this Bid Item.

The final pay quantity will be based upon actual quantity installed, as determined by the Engineer.

Bid Item No. 88 – Furnish and Install Fire Hydrant Assembly

This item shall be bid per each and shall conform to the provisions of Sections 21 and 22 of the City of Fresno Standard Specifications, City of Fresno Standard Drawings W-3 and W-37, these Specifications and as shown on the Plans.

This item shall consist of furnishing and installing all pipes, valves, bends, fittings, thrust restraints, and fire hydrants, complete with bury appurtenances. If a sidewalk is not existing, the Contractor shall pour a 36" square concrete pad. It is anticipated that existing concrete curb and gutter will be removed and replaced to accommodate the installation of the hydrant lateral piping. Concrete curb and gutter removal and replacement associated with fire hydrant assembly and lateral installations shall be included in this bid item. If the existing curb and gutter is not removed during the pipe installation, backfill with cement slurry under existing curb and gutter shall be included in this bid item. Chlorination, flushing, pressure testing, trenching, blocking, backfilling and compaction shall also be included in the unit price of this item. In addition, any landscape and irrigation repairs or replacement necessary shall be included in this bid item. The cost for each fire hydrant shall include the cost of trench resurfacing if required.

Concrete sidewalk or walkway repair will be included in **Bid Item** Concrete Sidewalk or Walkway Repair and Reconstruction.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in installing the fire hydrant, complete in place, shall be included in this bid item.

The final pay quantity will be based upon actual quantity installed, as determined by the Engineer.

Bid Item No. 89 – Furnish and Install Fire Hydrant Assembly with Flexible Delineators

This item shall be bid per each and shall conform to the provisions of Sections 21 and 22 of the City of Fresno Standard Specifications, City of Fresno Standard Drawings W-3, W-23, and W-37, these Specifications and as shown on the Plans.

This item shall consist of furnishing and installing all pipes, valves, bends, fittings, thrust restraints, fire hydrants and guard posts, complete with bury appurtenances. If a sidewalk is not existing, the Contractor shall pour a 36" square concrete pad. It is anticipated that existing concrete curb and gutter will be removed and replaced to accommodate the installation of the hydrant lateral piping. Concrete curb and gutter removal and replacement associated with fire hydrant assembly and lateral installations shall be included in this bid item. If the existing curb and gutter is not removed during the pipe installation, backfill with cement slurry under existing curb and gutter shall be included in this bid item. Chlorination, flushing, pressure testing, trenching, blocking, backfilling and compaction shall also be included in the unit price of this item. In addition, any landscape and irrigation repairs or replacement necessary shall be included in this bid item. The cost for each fire hydrant shall include the cost of trench resurfacing if required.

Concrete sidewalk or walkway repair will be included in **Bid Item** Concrete Sidewalk or Walkway Repair and Reconstruction

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in installing the fire hydrant and guard posts, complete in place, shall be included in this bid item.

The final pay quantity will be based upon actual quantity installed, as determined by the Engineer.

Bid Item No. 90 – Concrete Sidewalk or Walkway Repair and Reconstruction

This bid item shall be bid per square foot and will consist of removing and replacing concrete sidewalk or paving including any needed saw cutting and compacted subgrade preparation to complete the installation. The new concrete must match existing finish, color, stamp pattern (if applicable), slope drainage (or better) and thickness.

Replacement and/or saw-cut of concrete shall be to the nearest existing concrete joints or as directed by Engineer.

All removed concrete sidewalk and appurtenances shall be disposed out from the project site by contractor.

The final pay quantity will be based upon the actual quantity installed, as determined by the Engineer.

Bid Item No. 91 – Temporary Backflow Assembly

This item shall be bid per each and shall conform to the provisions of Sections 21 and 22 of the City of Fresno Standard Specifications, City of Fresno Standard Drawings, these Specifications and as shown on the Plans.

This item shall consist of furnishing and installing the temporary backflow assembly complete and in place at the locations determined by the City of Fresno, Water Division. The Contractor shall furnish all labor, materials, tools and equipment necessary to install, complete and ready for operation per City of Fresno Standard Drawing Revised W-43.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in installing the backflow preventer, complete in place, shall be included in this bid item.

The final pay quantity will be based upon actual quantity installed, as determined by the Engineer.

Bid Item No. 92 – Abandonment of Old Water Services, Meters and Meter Boxes

This bid item shall be bid per each for abandonment of existing water services and consists of abandonment of the existing water services on the address list attached hereto. Abandonment shall include locating the shut-off, turning off, excavate as needed to remove meter box and lid, remove short section of lead line and plug the end of the lead line by using a plug, cap, and/or compression coupling. If the shut-off is not drip tight, it must also be capped or plugged. Old lead lines will vary in size. In addition, this bid item shall include removing existing meter boxes and relocating existing meters and transmitters. Contractor shall ensure that the meters and transmitters are relocated and installed at the same address. Contractor shall backfill the hole, return all landscaping and soil to prior existing conditions, and dispose of existing meter box. Disposal of the meter boxes will be the responsibility of the Contractor. The meter box lids shall be returned to the City of Fresno Water Division. Prior to construction, the Contractor shall contact the meter shop supervisor at (559) 621-5333 to make delivery arrangements.
The final pay quantity will be based upon the actual quantity installed, as determined by the Engineer.

Bid Item No. 93 – City of Fresno Plumbing and Electrical Permit

This item shall be bid lump sum and shall include the cost for the City of Fresno Plumbing and Electrical Permit. The Contractor shall be responsible for obtaining the permit and fulfilling all requirements as set forth in said permit.

The Plumbing and Electrical Permit amount listed on the Bid Proposal Sheet is for bidding purposes only and the Contractor will be reimbursed the actual amount paid to the City of Fresno.

Bid Item No. 94 – County of Fresno Road Encroachment Permit

This item shall be bid lump sum and shall include the cost for the County of Fresno Encroachment Permit. A copy of which is included in Division 8 of these Specifications. The Contractor shall be responsible for obtaining the permit and fulfilling all requirements as set forth in said permit.

The Encroachment Permit amount listed on the Bid Proposal Sheet is for bidding purposes only and the Contractor will be reimbursed the actual amount paid to the County of Fresno.

Bid Item No. 95 – Miscellaneous Facilities & Operations

This item is a lump sum bid for Miscellaneous Facilities & Operations, which includes all miscellaneous work shown as specified on the Plans, Standard Plans and Specifications or these Special Conditions, and not specifically included in any other bid item.

Included in this bid item shall be such items as costs incurred moving labor, equipment, and material to the site to complete any work required by the final inspection, attending the pre-construction meeting, re-striping of affected existing striping, relocation of affected existing mail boxes, adjustment of affected facilities, potholing existing utilities, removing and replacing any signal loops impacted, coordination with affected utility companies, temporary fence, vandalism prevention and/or correction, and/or all other facilities and operations set forth and required but not specifically included in another bid item, all in conformance with existing codes and as directed by the Engineer. Any abandoned facility encountered in excavation for this project shall be plugged as directed by the Engineer and included in this bid item. The Contractor shall be responsible for potholing all existing facilities and utilities prior to the start of construction.

Full compensation for all costs involved in carrying out and providing all Miscellaneous Facilities & Operations as specified herein and as directed by the Engineer shall be included in the lump sum bid for Miscellaneous Facilities & Operations and no additional payment will be made.

Bid Item No. 96 – Supplemental Work

This item will be bid per lump sum and is provided to account for additional work which may be required due to differing job site conditions not provided for on the Plans or in these Specifications and other unforeseen work which the Engineer determines is necessary to allow for the work required by the Contract Documents to proceed as intended without interruption. This item will be used only for this purpose. The dollar amount listed on the Bid Proposal Form is an allowance set aside by the city and will be included in each Bidder's Bid Proposal.

Supplemental work shall be performed only upon direct written authorization from the Engineer and shall be performed with the provisions of Section 3-2 of the Fresno City Standard Specifications.

The Contractor shall be paid only for the value of the completed Supplemental work which has been authorized in writing by the Engineer. The value of the completed Supplemental work will be determined in accordance with the provisions of Section 3-2 of the Fresno City Standard Specifications.

The value of work which the Engineer may authorize under this item may be more or less than the amount shown in the Bid Proposal, and it could be that no Supplemental work will be authorized at all. Accordingly, payments to the Contractor for Supplemental work will likely differ substantially from the estimated allowance which is included in the Bid Proposal. If no Supplemental work is authorized or if no authorized Supplemental work is performed, then no payments will be made to the Contractor under this Bid item and the Contract Price shall be reduced by the full amount of the item included in the Bid Proposal for Supplemental work.

The Contractor shall have no claim for anticipated overhead or profit should the Engineer fail to authorize any Supplemental work or should the value of authorized Supplemental work be less than that anticipated by the Contractor.

WATER SERVICE TRANSFERS ITEMS

General

This work shall consist of locating existing front yard and rear yard water service laterals, installing new front yard water service laterals, connection of the new front yard water service lateral to the existing residence and the abandonment of the existing front yard or rear yard water service lateral. It is the intent of this specification to provide each property with a fully functioning water service equal to or better than the old water service in every respect. It is also the intent of this specification to minimize the duration of on-site work performed at each property and to leave the condition of the property unchanged after construction is complete.

Contractor shall obtain all necessary permits from the City of Fresno for all water service transfers. The Contractor shall pay for the permits and will be reimbursed by the City of Fresno.

The unit price bid per unit measure of work shall include all costs of labor, equipment, and materials necessary to furnish and construct, complete and in place, all work listed in the water service transfer bid items in accordance with the Plans and Specifications for the City of Fresno.

Available Information

Information regarding on-site improvements and conditions have been shown as best as possible on the Project Plans. City of Fresno water plans will be made available to the successful bidder.

Contractor Performance Requirements

Contractor shall maintain potable water service to all properties at all times, except during the transfer of water service. The Contractor shall minimize the amount of time any property is without water service during the transfer but in no case shall a property be without water service for more than 4 hours.

The Contractor is responsible for satisfactory system performance and shall respond to all homeowner/property owner complaints pertaining to their workmanship and the functionality or performance of the water service transfer. In the event that unforeseen conditions cause unsatisfactory system performance, the City inspector may require supplemental work to be completed by the Contractor.

The Contractor shall perform all work during weekdays between the hours of 7:30 A.M. to 4:30 P.M., excluding legal holidays. No water services shall be turned off before 8:00 A.M. and all water services shall be restored by 4:00 P.M.

Vehicular access to driveways and pedestrian access to each property shall be maintained at all times.

Water Service Transfers – General Requirements

The Contractor shall give a 48-hour notification at each property prior to any planned on-site work at the property. The 48-hour notice shall be in the form of a professionally printed door hanger, hung on the front of the property. The Contractor shall also attempt to make contact with the property owner to personally deliver the door hanger. The door hanger shall include the project name, Contractor's name, Contractor's office phone number, project foreman's name, foreman's cell phone number and the date and time the on-site work is scheduled to begin. Door hangers shall be a minimum of 4 inches wide by 11 inches tall. A sample door hanger shall be submitted to the City for review and approval. The Contractor shall also give a second, in person notification immediately prior to beginning any on-site work.

All work areas shall be properly protected at all times and no holes shall be left uncovered during non-working hours.

The Contractor shall protect the City's potable water supply from contamination at all times.

The Contractor shall prepare an as-built drawing of the on-site points of connection and plumbing. Copies of the as-built drawings shall be submitted to the City of Fresno.

Water Service Transfers – Front Yard to Front Yard

The Contractor shall determine the most appropriate and effective point of connection for each residence or property. Each proposed point of connection shall be reviewed and approved by the City prior to completing the transfer. Connections at existing hose bibbs are not allowed.

The Contractor shall locate existing front yard water service shut-offs. The City will provide water plat maps for the project area. Broken or leaking front yard water service shut-off valves shall be immediately reported to the City. City forces will perform the necessary repairs to the existing water service shut-off valves.

On-site work shall be in accordance with the Uniform Plumbing Code (UPC), latest edition. Installation of the water service line between the new meter box and the new point of connection at the residence or property may consist of trenchless excavation (boring, hydro, piercing), machine trenching, hand digging or a combination thereof. The City reserves the right to require the Contractor to use a trenchless method when deemed necessary. The lead line from the new meter box to the new point of connection at the residence or property shall be Schedule 40 PVC.

Existing front yard lead-lines shall be capped. The existing shut-off valve at the front yard water service shall be turned to the off position. No pipes shall be cut until they can be clearly identified. After the transfer has been connected to the residence or property and before leaving the service on, the Contractor shall open a hose bibb (where available) and flush the new residence or property lead line until it is clear of debris. The Contractor shall remedy all issues related to debris in the homeowner's/property owner's plumbing system, to the satisfaction of the homeowner/property owner.

All piping above-ground shall be rigid pipe, as directed by the Engineer. A dielectric union shall be used when dissimilar metal pipes are to be joined. No PVC compression couplings or galvanized fittings shall be allowed, only metal compression couplings or equal, as approved by the City.

For homes or properties that use the water service piping as an electrical ground, 10 feet of original pipe shall remain at house to preserve electrical grounding integrity. The use of a new electrical grounding rod will be directed by the Engineer, as necessary. New electrical grounding electrode installations to be inspected by authority having jurisdiction.

Documentation of Existing On-Site Conditions

Immediately prior to beginning any on-site work, the Contractor shall document the existing condition of the residence/property in the area of the proposed work. Documentation shall include digital photographs and may include sketches or other means as deemed necessary by the Contractor.

Immediately after all on-site work has concluded, the Contractor shall document the post construction condition of the work area. Documentation shall include digital photographs and may include sketches or other means as deemed necessary by the Contractor.

Photographs, sketches and other information for all residences/properties shall be compiled and organized into three ring binders or USB storage devices. If using binder, binder dividers shall be included for each property and labeled with the address in order facilitate later searches for the documentation. If using a USB storage device, all digital files shall be organized and labeled accordingly in folders to facilitate later searched for the documentation. Binders or USB storage devices shall be submitted to the City together with the project as-built drawings.

Damaged Improvements

The Contractor shall bear all costs associated with repairs to property and utilities damaged or caused directly as a result of construction operations. The Contractor shall plan and conduct the work such that damage to existing on-site improvements is minimized. Where damage to the existing on-site improvements occurs, the improvements shall be removed and replaced in kind. Every effort shall be made to match the appearance, finish and functionality of the replaced improvement. The Contractor shall replace the damaged improvements as soon as possible, but in no case shall damage on-site improvements be left unrepaired longer than indicated below.

1.	Existing Irrigation System	1 calendar day
2.	Fencing	2 calendar days (provide temporary fencing)
3.	Asphalt Concrete	7 calendar days
4.	Concrete	7 calendar days
5.	Landscaping	7 calendar days
6.	Electrical/phone/TV service to residence	Immediately
7.	Gas service	Immediately

The Contractor shall obtain City approval prior to cutting any tree/shrub roots that are encountered during the on-site work. Pruning of trees and shrubs may be necessary to complete the onsite work. Obtain City approval prior to pruning any landscaping. The removal of roots and needed pruning shall be included in the unit bid prices. Use a certified arborist for all tree and root trimming.

DIVISION VIII - EXHIBITS

A. Water Service Transfer Schedule 7.1
(Sizes, APN Nos., Addresses, and Notes)

B. Service Transfer 7.2

C. Meter Change Notice Form 7.3

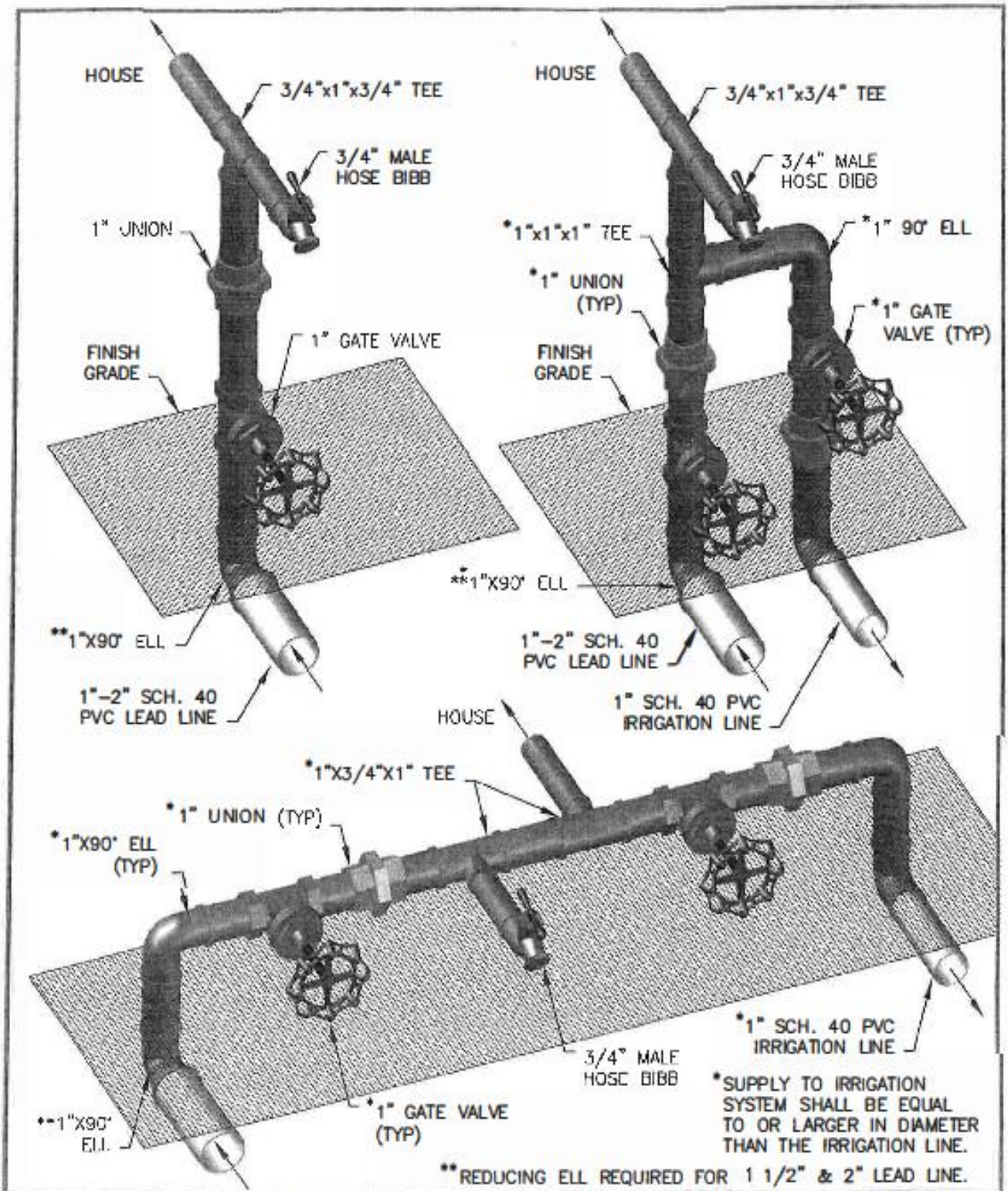
EXHIBIT "A"

WATER SERVICE TRANSFER SCHEDULE

Project: Water Main Replacement in W. Jensen and E. Jensen Avenues (Between S. Fruit Avenue and S. Martin Luther King Jr. Blvd.)

Project No.: WC00005-J5927

SVC SZ	MTR SIZE	APN	ADR NO.	DIR	STREET	SUFX	SBS	CNTY	NOTES	NOTES 2
1	1	47721312S	250	W	JENSEN	AVE	Y	N		
1	1	47721313S	246	W	JENSEN	AVE	Y	N		
1	1	47721309S	232	W	JENSEN	AVE	Y	N		
1	1	47721308S	202	W	JENSEN	AVE	Y	N		
1	0.75	47721307	132	W	JENSEN	AVE	Y	N		
1	1	47721405	19	E	JENSEN	AVE	Y	N		
1	0.75	47721404	31	E	JENSEN	AVE	N	N		
1		47721404	31	E	JENSEN	AVE	N	N	NO METER	
1	1	47722230	109	E	JENSEN	AVE	Y	N		
1	1	47722231	125	E	JENSEN	AVE	Y	N		
1	1	47722232	141	E	JENSEN	AVE	Y	N		
0.75	0.75	47722252	165	E	JENSEN	AVE	Y	N		
0.75	0.75	47722251	183	E	JENSEN	AVE	N	N		
0.75	0.75	47722263	211	E	JENSEN	AVE	N	N		
1	0.75	47722264	215	E	JENSEN	AVE	Y	N		
1		47722260	225	E	JENSEN	AVE	N	N	NO METER	
1	1	47722249	243	E	JENSEN	AVE	Y	N		
1	1	47722248	251	E	JENSEN	AVE	Y	N		
1	0.75	47722271	265	E	JENSEN	AVE	Y	N		
2	2	47722281T	273	E	JENSEN	AVE	N	N		
1	0.75	47919213	317	E	JENSEN	AVE	Y	N		
1.5	1.5	47919212	329	E	JENSEN	AVE	Y	N		
0.75	0.75	47919211	355	E	JENSEN	AVE	Y	N		
0.75	0.75	47919210	371	E	JENSEN	AVE	N	N		



CITY OF FRESNO

DEPT. OF PUBLIC UTILITIES, WATER DIVISION

LORI H. MARTIN — ASSISTANT DIRECTOR

REV. & REV.
AAL 01/06/08
AAL 03/09/12

SERVICE TRANSFERS
TYPICAL INSTALLATIONS

APPROVED

AAL
12/23/05

SHEET NO. 1 OF 1 SHEETS

FN: Svc Transfers.dwg

W.O.# _____

METER CHANGE NOTICE

STREET ADDRESS: _____

ACCOUNT NUMBER: _____ A.P.N.: _____

CUSTOMER NAME: _____ LEAVE SERVICE: ☐ ON ☐ OFF

METER REMOVED	METER RESET
SERIAL # _____	SERIAL # _____
SIZE: _____ READ: _____	SIZE: _____ READ: _____
# DIALS: _____ #REG: _____	# DIALS: _____ #REG: _____
MFG'D BY: _____	MFG'D BY: _____
DATE REMOVED: _____	DATE RESET: _____
REASON: _____	REASON: _____

REMOVED/REPAIRED/INSTALLED BY: _____ DATE: _____

U _____ W _____

78 INCIDENTAL CONSTRUCTION

Add to the end of Section 78-2.01:

Damaged or destroyed survey monuments shall be replaced with new survey monuments.

Survey monuments shall be constructed or adjusted, as applicable, in accordance with Standard Drawing A-74 Type D.

Survey control for the reestablishment of survey monuments will be provided by the Department.

DIVISION IX TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

Replace the word "Department's" with "Caltrans" in the 2nd paragraph of Section 82-1.01.

Replace Item 1 of the 2nd paragraph of Section 82-2.02A with:

1. Phrase *Property of The County of Fresno*

Add to Section 82-2.02B:

Signs must be 0.080 inch thick aluminum alloy and street name signs must be 0.125 inch thick alloy faced on both sides.

Replace the 2nd paragraph of Section 82-2.02C with:

Reflective sheeting on all signs shall be 3M Diamond Grade DG3 Series 4000 or equal and must meet ASTM Type XI specifications.

Add to Section 82-2.02D:

All signs must have the 3M 1160 graffiti resistant clear overlay film or equal.

Replace Section 82-2.04 with:

82-2.04 PAYMENT

Not Used

Add to the end of Section 82-3.02A:

All new roadside signs must be mounted to steel square posts.

Add to the end of Section 82-3.02B:

All post for traffic signs must be 2"X2"X10' square by 14 gauge steel.

Welded Anchor (2 ¼"X2 ¼"X30") and sleeve (2 ½"X2 ½"X18") shell be used as a base to anchor post in the ground. Hole size and placement must be the same as the metal post.

All mounting hardware shall be either galvanized or stainless steel. Banding shall be 3/4 inch wide stainless steel with flare leg sign brackets. Hose clamps are not permitted. All signs shall be mounted using 3/8" aluminum drive rivets. Nuts and bolts are not permitted.

Replace the 1st paragraph of Section 82-3.02D with:

Furnish a laminated wood box post with an attached metal cap at the top of each post.

Replace the last paragraph of Section 82-3.04 with:

Full compensation for furnishing sign panels is included in the bid item price per each Roadside Sign - One Post and Roadside Sign - Two Post. One or more sign panels furnished and installed on a single post will be counted as (1) one Roadside Sign - One Post. One or more sign panels furnished and installed on two posts will be counted as (1) one Roadside Sign - Two Post.

84 MARKINGS

Replace Section 84-1.03 with:

84-1.03 Construction

Before obliterating any pavement delineation (traffic stripes, pavement markings) that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing existing pavement delineation shall be considered as included in the contract prices paid for various items of work and no additional compensation will be allowed.

The Contractor shall protect pedestrian crosswalks, stop bars, rumble bars, and rumble Botts' dots from damage or displacement, unless otherwise directed by the Engineer.

Replace or repair facilities, which are damaged with your operation, at your expense.

Replace the 2nd paragraph of Section 84-2.01D(3) with:

The thermoplastic test stripe will be tested for yellow color, daytime luminance factor, and yellowness index requirements.

Delete the 1st & 2nd paragraph of Section 84-2.03B(2)(a)

Replace the 2nd paragraph of Section 84-2.03B(2)(b) with:

Apply extruded thermoplastic for a traffic stripe at a rate of at least 0.37 lb of thermoplastic per foot of 4-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.100 inch thick.

Replace the 2nd paragraph of Section 84-2.03B(2)(c) with:

Apply sprayable thermoplastic at a rate of at least 0.29 lb of thermoplastic per foot of 4-inch-wide solid stripe. The applied sprayable thermoplastic material must be 0.08 inch (80 mil) thick.

Replace *Reserved* in Section 84-9.03B with:

84-9.03B Remove Traffic Stripes and Pavement Markings Containing Lead

Residue from the removal of painted or thermoplastic traffic stripes and pavement markings contains lead from the paint or thermoplastic.

Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan.

Traffic stripe removal will only be paid for sections of the road where the yellowline contains lead from paint and thermoplastic and the average lead concentrations are more than 1,000 mg/kg total lead and 5 mg/L soluble lead and only if contractor proposes to grind existing road to reclaim asphalt within those sections. Contractor shall test the yellowline centerline to determine the limits of the striping containing lead.

When the yellowline striping contains lead from paint and thermoplastic and the average lead concentrations are more than 1,000 mg/kg total lead and 5 mg/L soluble lead Contractor shall follow process as described in Section 14-11.12 of the Standard Specifications and Special provisions. For lead

concentration below the abovementioned limits, Contractor shall follow Section 36-4 of the standard Specifications and Special provisions

Replace the 1st paragraph of Section 84-9.04 with:

The amount shown in the Proposal shall be included in each Bidder's proposal. This item may be reduced, increased or deleted entirely by Owner if the Engineer determines that it is unnecessary. If the item is deleted, no compensation will be made therefor. No costs shall be incurred pertaining to this item unless directed by the Engineer. This item is excluded from the adjustment of changed quantities as specified in Standard Specifications Section 9-1.06 "Changed Quantity Payment Adjustments".

The payment quantity for remove traffic stripe is the measured length of the stripe removed independent of width. Double or triple stripes are paid the same as a single stripe. The cost of testing the striping shall be included in this bid item.

DIVISION XI MATERIALS

90 CONCRETE

Replace the 1st sentence of the 3rd paragraph of Section 90-1.01D(3) with:

Shrinkage test data authorized by the Department or Caltrans no more than 3 years before the 1st day of the Contract is authorized for entire Contract.

Add to the end of item 3.3 in the list in the 7th paragraph of Section 90-1.02G(3):

Max.

Replace the word "Department" with "Caltrans" in the 2nd paragraph of Section 90-2.02E.

Replace the 3rd sentence of Item 3 of the list in the 3rd paragraph of Section 90-4.02 with:

Test data authorized by the Department or Caltrans no more than 3 years before the 1st day of the Contract is authorized for the entire Contract.

92 ASPHALT BINDERS

Replace the word "Department" with "Caltrans" in the 1st sentence of Section 92-1.01D(2).

Replace the word "Department" with "Caltrans" in footnote 'b' of the 1st table in Section 92-1.02B.

Replace the word "Department" with "Caltrans" in the 5th paragraph of Section 92-1.02B.

94 ASPHALTIC EMULSIONS

Replace Section 94-1.02E with:

94-1.02E Cationic Emulsified recycling Agent
Not Used

Replace Section 94-1.02G with:

94-1.02G Bonded Wearing Course Asphaltic Emulsions
Not Used

Replace Section 94-1.02H with:

94-1.02H Rapid Setting Polymer Modified Rejuvenating Asphaltic Emulsions
Not Used

Replace Section 94-1.02K with:

94-1.02K Micro-Surfacing Emulsions
Not Used

Federal Requirements

Contract Number 24-02-C

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

General

The work will be financed in whole or in part with Federal funds, and therefore all of the Federal statutes, rules, regulations, and provisions applicable to work financed in whole or in part with Federal funds will apply.

In addition to the provisions in the Agreement, the Contractor shall comply with the following:

Performance Of Previous Contracts

The bidder shall execute the “Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports” located in the proposal. No request for subletting or assigning any portion of the contract in excess of $10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the Certification referred to above, executed by the proposed subcontractor.

Non-Collusion Provision

The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects. Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

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.

Federal Forms:

FHWA-1391: EEO Monitoring

During the last full pay period in July, the prime contractor must complete Exhibit 16-O: Federal Aid Highway Construction Contractor's Annual EEO Report (Form FHWA-1391) for all federal aid construction contracts that are active.

Note: The person who should be signing Exhibit 16-O would either be the County Resident Engineer or the County Project Manager.

Exhibit 9-P: Prompt Payment Certification

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

Links provided to Caltrans forms at time of publication:

- Exhibit 9-J DLA Commercially Useful Function (2023)
https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTLAPM9J

- Exhibit 9-K DBE Joint Check Agreement Request (2023)
https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTLAPM9K

- Exhibit 9-P Prompt Payment Certification (2023) https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c09/09pe.xlsx

- Exhibit 16-B Subcontracting Request (2021)
https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTLAPM16B

- Exhibit 16-I Notice of Materials to Be Used (2018) https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c16/16i.pdf

- FHWA-1391 Federal-Aid Highway Construction Contractors Annual EEO Report (2022)
https://www.fhwa.dot.gov/eforms/fhwa1391.pdf

- Exhibit 16-Z1 Monthly DBE Trucking Verification (2018)
https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c16/16z1.pdf

- Exhibit 17-F Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors (2023)
https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c17/17f.pdf

- Exhibit 17-O Disadvantaged Business Enterprises (DBE) Certification Status Change (2015)
https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c17/17o.pdf

DLA DISADVANTAGED BUSINESS ENTERPRISE COMMERCIALLY USEFUL FUNCTION EVALUATION

PROJECT DESCRIPTION	DISTRICT	FEDERAL PROJECT NUMBER
PROJECT LOCATION	COUNTY	LOCAL PUBLIC AGENCY (LPA)
CONTRACTOR NAME	AWARD AMOUNT $	

Complete a Commercially Useful Function (CUF) evaluation for each Disadvantaged Business Enterprise (DBE) company performing on a federal-aid contract, with or without a DBE goal. Perform the evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

EVALUATOR INFORMATION

EVALUATOR'S NAME	EMAIL ADDRESS	EVALUATION DATE
EVALUATOR'S TITLE	PHONE NUMBER	

PRIME CONTRACTOR EVALUATION MEETING INFORMATION

☐ N/A

CONTRACTOR REPRESENTATIVE NAME	EMAIL ADDRESS	PHONE NUMBER
CONTRACTOR REPRESENTATIVE TITLE		

DBE CONTRACT COMMITMENT

DBE Total Contract Commitment			DBE Company Commitment			DBE Company Work Completed to Date		
%		$	%		$	%		$

DBE COMPANY INFORMATION

DBE COMPANY NAME		COMPANY EMAIL ADDRESS	COMPANY PHONE NUMBER
DBE COMPANY OWNER		DBE ADDRESS	
NAICS CODES	WORK CODES		

ADDRESS LOCATION

☐ Storefront ☐ Warehouse ☐ Yard ☐ Manufacturing Plant or Facility

OPEN TO THE PUBLIC? ☐ Yes ☐ No

DBE REPRESENTATIVE NAME	EMAIL ADDRESS	PHONE NUMBER
DBE REPRESENTATIVE TITLE		

BRIEF DESCRIPTION OF DBE'S SCOPE OF WORK *(Include the bid item number and item description)*

☐ *Attach a copy of subcontract agreement or purchase order as applicable.*

TYPE OF DBE

DBE company is performing as:

☐ Prime Contractor (Section 1)
☐ Subcontractor (Section 1)
☐ Tier Subcontractor (Section 1)
☐ Trucking (Section 2)
☐ Regular Dealer (Section 3)
☐ Manufacturer (Section 4)
☐ Professional Services (Section 5)
☐ Broker (Section 6)

Complete the appropriate section to document the evaluation.

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DLA DISADVANTAGED BUSINESS ENTERPRISE COMMERCIALLY USEFUL FUNCTION EVALUATION

DISTRICT	FEDERAL PROJECT NUMBER	COUNTY	PROJECT LOCATION
CONTRACTOR NAME			DBE COMPANY NAME

DBE COMMERCIALLY USEFUL FUNCTION EVALUATION DETERMINATION

For the DBE performing a Commercially Useful Function, the DBE CUF evaluation identified:

☐ No Deficiencies

☐ The Following Deficiencies:

Number	CUF Deficiency
1	SECTION
	QUESTION
	DESCRIPTION OF DEFICIENCY
2	SECTION
	QUESTION
	DESCRIPTION OF DEFICIENCY

For Commercially Useful Function full credit, the DBE CUF evaluation identified:

☐ No Inadequacies

☐ The Following Inadequacies:

Number	CUF Inadequacy
1	SECTION
	QUESTION
	DESCRIPTION OF INADEQUACY

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DLA DISADVANTAGED BUSINESS ENTERPRISE COMMERCIALLY USEFUL FUNCTION EVALUATION

DISTRICT	FEDERAL PROJECT NUMBER	COUNTY	PROJECT LOCATION
CONTRACTOR NAME			DBE COMPANY NAME

DBE CUF DETERMINATION

☐ **DBE is Performing a Commercially Useful Function**
Based on the evaluation, the DBE is performing a Commercially Useful Function.

☐ **DBE is Not Performing a Commercially Useful Function**
Based on the evaluation, the DBE was not performing a Commercially Useful Function.

EVALUATOR NAME	SIGNATURE	DATE

CONTRACTOR CERTIFICATION ☐ LPA Evaluation

I certify under penalty of perjury that the information provided in this form is complete and accurate.

CONTRACTOR NAME	SIGNATURE	DATE

LPA VERIFICATION

The information provided in this form has been verified to be complete and accurate.

COMPLETENESS		
VERIFIED BY NAME - INSPECTOR	SIGNATURE	DATE
BASED ON CERTIFIED PAYROLLS		
VERIFIED BY NAME - RESIDENT ENGINEER	SIGNATURE	DATE
BASED ON ATTACHMENTS & DOCUMENTS		
VERIFIED BY NAME - DBE LIAISON	SIGNATURE	DATE
NO RESPONSES & CUF DETERMINATION		
VERIFIED BY NAME - EMPLOYEE IN RESPONSIBLE CHARGE	SIGNATURE	DATE

RESIDENT ENGINEER CERTIFICATION

I certify that I have reviewed the information submitted in this DBE CUF evaluation and have made the following CUF determination:

☐ **DBE is Performing a Commercially Useful Function**

☐ **DBE is Not Performing a Commercially Useful Function**

RESIDENT ENGINEER NAME	SIGNATURE	DATE

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DLA DISADVANTAGED BUSINESS ENTERPRISE COMMERCIALLY USEFUL FUNCTION EVALUATION

DISTRICT	FEDERAL PROJECT NUMBER	COUNTY	PROJECT LOCATION
CONTRACTOR NAME			DBE COMPANY NAME

COMPLETED EVALUATIONS SUBMITTAL

Submit DBE Commercially Useful Function Evaluation to the Contractor	SUBMITTED BY NAME	DATE
Submit DBE Commercially Useful Function Evaluation to the DBE company	SUBMITTED BY NAME	DATE
Submit DBE Commercially Useful Function Evaluation to the LPA Labor Compliance Office	SUBMITTED BY NAME	DATE
Submit non-compliant DBE Commercially Useful Function Evaluation to LPA Resident Engineer	SUBMITTED BY NAME	DATE

ATTACHMENTS

Record or Document	File Name
☐ Subcontract Agreement	
☐ Purchase Order	
☐ Daily Work Records	
☐ Certified Payrolls	
☐ Invoices	
☐ Cancelled Checks	
☐ Equipment Ownership	
☐ Materials on Hand	
☐ Lease or Rental Agreement	
☐ Haul Tickets or Bills of Lading	
☐ Delivery Tickets	
☐	

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GENERAL INFORMATION

- Pursuant to 49 Code of Federal Regulations (CFR) 26.55, "A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation…" The purpose of this form is to provide documentation of evaluating DBEs for compliance with the CFR commercially useful function requirements.

FORM

- **PROJECT DESCRIPTION**: Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, etc.).
- **PROJECT LOCATION**: Enter the project location(s) as it appears on the project advertisement.
- **DISTRICT**: Enter the district number of the project.
- **FEDERAL PROJECT NUMBER**: Enter the federal project number.
- **COUNTY**: Enter the abbreviation for the county where the project is located.
- **LOCAL PUBLIC AGENCY**: A California city, county, tribal government, or other local public agency.
- **CONTRACTOR NAME**: Company name of the prime contractor.
- **AWARD AMOUNT**: Contract Award without the contingency.

EVALUATOR INFORMATION

- **EVALUATOR NAME**: Name of the individual conducting the evaluation.
- **EMAIL ADDRESS**: Evaluator's email address.
- **EVALUATION DATE**: Date the evaluation took place with the DBE and prime contractor.
- **EVALUATOR TITLE**: Title of the individual conducting the evaluation.
- **PHONE NUMBER**: Evaluator's phone number.

PRIME CONTRACTOR EVALUATION MEETING INFORMATION

- **CONTRACTOR REPRESENTATIVE**: Name, email address, phone number and title of the contractor's representative attending the evaluation meeting.

DBE CONTRACT COMMITMENT

- **DBE TOTAL CONTRACT COMMITMENT**: Enter the percentage and dollar amount of the total DBE commitment on this contract.
- **DBE COMPANY COMMITMENT**: Enter the calculated percentage and dollar amount the contractor has committed to the DBE company based on the subcontract amount or purchase order amount for materials.
- **DBE COMPANY WORK COMPLETED TO DATE**: Enter the percentage and dollar amount of DBE completed work performed or materials supplied to date for the DBE company.

DBE COMPANY INFORMATION

- **DBE COMPANY NAME**: Enter the name of the DBE contractor, subcontractor, trucker, or materials supplier.
- **COMPANY EMAIL ADDRESS**: Enter DBE company email address.
- **COMPANY PHONE NUMBER**: Enter DBE company phone number.
- **DBE COMPANY OWNER**: Enter the name of the DBE company owner.
- **NAISC CODES**: Enter the North American Industry Classification System code for the DBE company.
- **WORK CODES**: Enter the work codes that the DBE is certified to perform.
- **DBE ADDRESS**: Enter the physical address of the DBE company.
- **ADDRESS LOCATION**: Check the appropriate box for storefront, warehouse, yard, manufacturing plant, or facility.
- **OPEN TO THE PUBLIC**: Check box either "Yes" or "No" whether the storefront, warehouse, yard, manufacturing plant, or facility is open to the public.
- **DBE REPRESENTATIVE**: Name, email address, phone number and title of the DBE's representative attending the evaluation meeting. If there is no DBE representative attending the evaluation meeting, enter "None" in these fields.
- **BRIEF DESCRIPTION OF DBE'S SCOPE OF WORK**: Provide a description of the work the DBE will perform or the materials that will be supplied by a DBE company.
- **TYPE OF DBE**: Check the appropriate box for prime contractor, subcontractor, tier subcontractor, trucking, regular dealer, manufacturer, professional services, or broker based on what the DBE is performing on the contract. Select all boxes that apply for the DBE company based on scope of work.

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CUF DETERMINENTS

Complete the appropriate section for the type of work performed or materials supplied by the DBE company as indicated by the checked box on page 1 of the form. **Questions in BOLD font** indicate questions that impact **CUF determining factors**. Questions underlined on this form are used to determine if the DBE work is eligible for full credit.

For more information about CUF determining factors, refer to the "FHWA Tips of Evaluating a Commercially Useful Function" or: https://www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf

Refer to APPENDIX B: DBE Commercially Useful Function Evaluation Instructions in the *State Highway Project Procedures Disadvantaged Business Enterprise Commercially Useful Function Compliance and Monitoring Guide* for completing the evaluation.

The evaluation questions are based on the following requirements to determine whether a DBE is performing CUF.

SECTION 1: DBE CONTRACTOR OR SUBCONTRACTOR EVALUATION

Management
- Scheduling work operations
- Preparing and submitting certified payrolls
- Full time supervisor or superintendent
- DBE must be responsible for performing its own work on the project
- At least 30% of the work must be performed by the DBE with its own workforce
- The DBE keeps a regular workforce and has its own employees

Records or Documents
- Subcontract Agreement or Purchase Order
- DBE monthly progress reports
- Daily work records
- Certified payrolls

Equipment
- The DBE owns, rents or leases equipment
- The DBE may lease specialized equipment with an operator
- The DBE provides the operator and is responsible for all labor and compliance for non-specialized equipment
- The DBE's marking or emblem is on the equipment

Records or Documents
- Invoices
- Haul tickets or bills of lading
- Lease agreements
- Daily work records
- Ownership documents, such as title, registration, vehicle identification number
- Cancelled checks

Materials
- The DBE is ordering materials and invoices indicate the DBE is the customer
- The DBE is determining the quality and quantity of materials
- The contact person is employed by the DBE
- The DBE is paying for the materials

Records or Documents
- Invoices
- Material on Hand documents
- Delivery tickets, haul tickets or bills of lading
- Daily work records
- Cancelled checks
- Subcontract agreement

SECTION 2: TRUCKING

Management
- DBE is managing the arrangement of and scheduling the trucks
- DBE is required to own and operate at least on fully licensed, insured and operational truck on the contract

Workforce
- DBE is allowed to lease trucks from DBEs and non-DBEs
- DBE keeps a regular workforce and has its own employees
- DBE is utilizing its own equipment
- Operation of the equipment must be subject to the full control of the DBE

Records or Documents
- Subcontract agreement or purchase order
- Equipment ownership, rental or lease documents
- Payroll records
- List of trucks, truck unit numbers and vehicle identification numbers

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CUF DETERMINENTS

SECTION 3: REGULAR DEALER (60% Credit)

Regular Dealer

- The DBE has a regular trade with a variety of customers
- The DBE has an inventory of the materials and supplies to be provided on the contract
- For bulk items, the DBE both owns and operates distribution equipment
- The DBE is responsible for the delivery

Records or Documents

- Invoices
- Delivery tickets or haul tickets
- Purchase order
- List of inventory
- Cancelled checks

SECTION 4: MANUFACTURER (100% Credit)

Manufacturer (100% Credit)

- Maintain a factory or establishment that produces on the premises the materials or supplies required on the contract
- Alter or fabricate the product

Records or Documents

- Purchase order
- Material sources
- Material invoices and billing invoices
- Bills of lading and shipping tickets

SECTION 5: PROFESSIONAL SERVICES (100% Credit)

Management

- Scheduling work operations
- Preparing and submitting certified payrolls
- Full time supervisor
- DBE must be responsible for performing its own work on the project
- At least 30% of the work must be performed by the DBE with its own workforce
- The DBE keeps a regular workforce and has its own employees

Records or Documents

- Invoices
- List of equipment
- Cancelled checks

SECTION 6: BROKER

Performance

- DBE broker is performing the bid item work committed to them on the DBE Commitment Form and their agreement

Management

- For procurement of materials, supplies and trucking, DBE is scheduling procurement of materials and supplies or trucking for delivery of materials and supplies, and other related actions for performance of the work.
- For bonding or insurance, DBE provided the bonds or insurance.
- Preparing and submitting invoices.

Records or Documents

- Invoices
- Cancelled checks

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DBE COMMERCIALLY USEFUL FUNCTION EVALUATION FINDING

If you answered "NO" to any of the bold evaluation questions on this form, you must evaluate the eligibility of the DBE to participate and receive credit for their performance of work. If you answered "NO" to any underlined questions on this form, you must evaluate whether the DBE work is eligible to receive full credit. If you are unsure of a DBE's eligibility, contact Division of Construction's Labor Compliance Program located at headquarters for guidance.

- **DEFICIENCIES**: Describe any deficiencies found that must be corrected by the contractor to allow DBE participation and credit for the DBE on the contract.
- **INADEQUACY**: Describe any inadequacies found that must be corrected by the contractor to allow full credit for the DBE on the contract.
- **EVALUATION FINDING**: Check the box for either "DBE is Performing a Commercially Useful Function" or "DBE is Not Performing a Commercially Useful Function."
- **EVALUATOR NAME**: Name of the individual conducting the evaluation.
- **SIGNATURE**: Signature of evaluator.
- **DATE**: Date signed by evaluator.

CONTRACTOR CERTIFICATION

Required when the contractor is completing the evaluation.

- **CONTRACTOR NAME**: Name of the contractor representative.
- **SIGNATURE**: Signature of contractor.
- **DATE**: Date signed by contractor.

LPA VERIFICATION

Verification is required for completeness: DBE employees are shown on DBE certified payrolls, responses to questions based on attachments are provided, explanation of "NO" responses to questions are provided, and CUF determination is appropriate.

- **VERIFIED BY NAME**: Name of the individual conducting the verification.
- **SIGNATURE**: Signature of verifier
- **DATE**: Date signed by verifier.

RESIDENT ENGINEER CERTIFICATION

Resident engineer reviews the evaluation and certifies either that "DBE is Performing a Commercially Useful Function" or "DBE is Not Performing a Commercially Useful Function." Discuss with the contractor any deficiency on the form and require submittal of a corrective action plan.

- **RESIDENT ENGINEER**: Name of the resident engineer.
- **SIGNATURE**: Signature of resident engineer.
- **DATE**: Date signed.

COMPLETED EVALUATIONS SUBMITTAL

Submit completed evaluation forms to the contractor, DBE company and LPA Labor Compliance Officer and submit non-compliant evaluations with deficiencies or inadequacies to DLAE.

- **SUBMITTED BY**: Name of individual submitting form.
- **DATE**: Date form was submitted.

ATTACHMENTS

Check a box for each attachment and provide the electronic file name of the attachment. The attachment list will expand to allow for additional attachments.

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DLA DISADVANTAGED BUSINESS ENTERPRISES (DBE) JOINT CHECK AGREEMENT REQUEST

DOT LAPM 9-K (NEW 05/2023)

This form must be submitted and approved prior to the use of a joint check

Name of Prime Contractor _____ Contract Number _____

Name of Contractor issuing joint check _____

Name of DBE Contractor _____

Name of Material Supplier _____

Bid Item numbers and descriptions of work to be performed by DBE _____

Who initiated the request? _____

Reason for request _____

Comments _____

Information:

The use of joint checks is subject to review by the Local Public Agency (LPA) Resident Engineer and DBE Liaison.

Read and follow the procedures as outlined in this form. Failure to follow the conditions as described in the LAPM Chapter 9, or if LPA determines that the arrangement results in a lack of independence or commercially useful function (CUF) on the part of the DBE involved, will result in disallowance of credit toward the goal for claimed DBE participation. The fact that a DBE is certified will not be determinative on whether the DBE is performing a CUF so that credit for DBE participation is permissible.

When joint checks are used in DBE subcontracting, DBE credit toward the contract goal will be allowed only when the DBE subcontractor is performing a CUF in accordance with the Code of Federal Regulations, Title 49 (49 CRF), Section 26.55 (c)(1), "How is DBE participation counted toward goals?":

> "A DBE performs a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, 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."

When using a joint check, the following conditions are required. Failure to comply with the conditions below will disqualify DBE participation and may adversely impact a contractor's bidding status.

1. ***The Disadvantaged Business Enterprises Joint Check Agreement Request must be fully completed and approved by LPA prior to issuance of any joint check.***
   The Disadvantaged Business Enterprises Joint Check Agreement Request form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.
2. ***The entity issuing the joint check acts solely to guarantee payment to the supplier.***
   49 CFR, Part 26 requires that the DBE's own funds are used to pay for the material and it is not appropriate for the funds to come from the contractor to the material supplier. Joint checks from a prime contractor to the DBE for the costs of items procured by the DBE from the material supplier may be regarded as representing the DBE's own funds.
3. ***The DBE must release the joint check to the supplier.***
   Joint checks issued by the contractor must be delivered or mailed to the DBE for presentation and payment to the DBE's suppliers. The contractor shall not make the payment directly to the supplier.
4. Any documentation requested by LPA to confirm the proper use of joint checks shall be supplied to LPA within 10 days of the date of the request. Failure to provide requested information timely will result in disallowance of DBE credit.

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DLA DISADVANTAGED BUSINESS ENTERPRISES (DBE) JOINT CHECK AGREEMENT REQUEST

DOT LAPM 9-K (NEW 05/2023)

I have read and understand the above information and acknowledge the information provided on this form is true and accurate.

AUTHORIZED PRIME CONTRACTOR REPRESENTATIVE

Signature	Print Name	Title	Date

AUTHORIZED CONTRACTOR ISSUING THE JOINT CHECKS (If other than the prime)

Signature	Print Name	Title	Date

AUTHORIZED DBE CONTRACTOR REPRESENTATIVE

Signature	Print Name	Title	Date

AUTHORIZED MATERIAL SUPPLIER REPRESENTATIVE

Signature	Print Name	Title	Date

LPA USE ONLY

☐ Approved

☐ Denied Reason for denial _____

Resident Engineer's Signature	Print Name	Title	Date

Instructions

This form is required as part of the approval process for the use of joint checks under the Disadvantaged Business Enterprises (DBE) program set forth by Federal Highway Administration's policy on the use of joint checks on federal-aid highway projects.

The top of the form requires specific information regarding the construction project: contract number, prime contractor name, name of the contractor issuing the joint check (if other than the prime), DBE contractor name, material supplier name, bid items and descriptions, comments and who initiated the request.

This form requires the signature of the authorized representatives of the prime contractor, name of the contractor issuing the joint check (if other than the prime), DBE contractor, and material supplier. This form must be submitted and approved by the resident engineer prior to the use of joint checks.

COPY DISTRIBUTION: **Original** - Project File **Copy** - DBE Subcontractor **Copy** - LPA Labor Compliance Office

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EXHIBIT 9-P: PROMPT PAYMENT CERTIFICATION

Section 7108.5 of the California Business and Professions Code (CBPC) requires a prime contractor or subcontractor (i.e. builders) to pay any subcontractor not later than seven (7) days after receipt of each progress payment received or final retention payment. Section 3321 of the California Civil Code (CCC) requires prime design professionals (prime consultants directly in contract with a public agency) to pay any subconsultant not later than fifteen (15) days after receipt of each progress payment or final retention payment. The payment cannot be delayed because of disagreements on other contracts. Any delay or postponement of payment among the parties may take place only for good cause with the agency's prior written approval. This requirement applies to both DBE and non-DBE subcontractors.

1. CONTRACT INFORMATION

(1) Prime Contractor/Consultant	(2) Local Agency	(3) Federal Project Number	(4) Local Contract Number	(5) Total Contract Award Amt ($)	(6) Total DBE Commitment Amt ($)	(7) DBE Commitment (%)	(8) DBE Contract Goal (%)	(9) Reporting Period (MM/YYYY)

2. PAYMENT INFORMATION

(10) Subcontractor/Subconsultant Name	(11) DBE Cert. Number	(12) Subcontract Type	(13) Date Payment Received by Prime	(14) Date of Prime Payment to Sub	(15) Amount of Payment ($)	(16) Amount Paid To Sub to Date ($)	(17) Total Committed to This Subcontractor ($)	(18) Promptly Paid? (Y/N)	(19) Incremental Retainage Paid? (Y/N)	(20) Comments or Reason for Non-Payment/Non-Prompt Payment, including Payment of incremental Retainage *
				Totals	$ 0.00	$ 0.00	$ 0.00			

List all first-tier subcontractors/subconsultants, whether or not the firms were originally listed in Exhibit 10-O2 or 15-G as a DBE commitment. If the actual DBE utilization was different than that approved at the time of award, provide comments in box (20). All payments reported, including payments to contractor/consultant, are for the date listed.

* Only reasons based on dispute on subcontractor or supplier noncompliance may be accepted.

3. CERTIFICATION

The prime contractor or consultant hereby certifies that the foregoing Prompt Payment Certification Form is true and correct.

(21) Prime Contractor Manager's Signature

(22) Date

(25) Prime Contractor Manager's Name

(26) Phone

Local Agency certifies that all information in this form is complete and verified.

(23) Local Agency Representative's Signature

(24) Date

(27) Local Agency Representative 's Name

(28) Phone

Draft Exhibit 9-P Instructions

I. Purpose

Section 7108.5 of the California Business and Professions Code (CBPC) requires a prime contractor or subcontractor (i.e. builders) to pay any subcontractor not later than seven (7) days after receipt of each progress payment received or final retention payment. Section 3321 of the California Civil Code (CCC) requires prime design professionals (prime consultants directly in contract with a public agency) to pay any subconsultant not later than fifteen (15) days after receipt of each progress payment or final retention payment. The payment cannot be delayed because of disagreements on other contracts. Any delay or postponement of payment among the parties may take place only for good cause with the agency's prior written approval. This requirement applies to both DBE and non-DBE subcontractors.

II. Instruction

For projects that are awarded on or after September 1, 2023:

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

A failure to complete the Prompt Pay reporting requirement may result in the withholding of the prime contractor or consultant's next progress payment and/or final payment. Additionally, Caltrans may require the LPA to issue a corrective action plan and /or it may require the LPA to suspend the contract in whole or in part if the prime or consultant does not make up the shortfall.

LPA must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LPA 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 prime contractor or consultant.

1. CONTRACT INFORMATION

(1) **Prime Contractor/Consultant:** Enter the business name for the prime contractor/consultant.
(2) **Local Agency:** Enter the local agency name.
(3) **Federal Aid Project Number**: Enter the 7-digit federal-aid project number of the lead project on the contract. E.g. 5002(123) is a valid Federal-Aid Project Number.
(4) **Local Contract Number:** Enter the Local Agency contract number or identifier.
(5) **Total Contract Award Amount ($):** Enter the total contract award amount of the project.
(6) **Total Contract DBE Commitment Amount ($):** Enter the total DBE commitment award amount of the project as it appears on Exhibit 10-O2 or Exhibit 15-G.
(7) **DBE Commitment (%):** Enter percentage of the Prime contract committed to DBE firms as it appears on Exhibit 10-O2 or Exhibit 15-G.
(8) **DBE Contract Goal (%):** Enter the contract DBE goal percentage as it appears on the project advertisement.
(9) **Reporting Period (Month-Year):** Indicate the month and year of payments being reported.

2. PAYMENT INFORMATION

(10) **Subcontractor/Subconsultant name:** Enter subcontractor/consultant firm's name.
(11) **DBE Cert. Number**: List the DBE's certification number as listed in the California Unified Certification Program (CUCP) database.
(12) **Subcontract Type**: Enter the most appropriate Subcontractor's contract type.

(13) **Date of Payment Received by Prime**: Enter date when a check is issued by LPA to the prime contractor/consultant for work performed by the contractor/consultant.
(14) **Date of Prime Payment to Sub**: Enter date when a check is issued by prime to the subcontractor/subconsultant for work performed by the subcontractor/subconsultant.
(15) **Amount of Payment ($)**: Enter the total amount paid to the subcontractor this period.
(16) **Amount Paid to Sub to Date ($)**: Enter the total amount paid to this subcontractor to date. This should be a total of past payments plus payment for the current work just invoiced to the Local Agency.

(17) **Total amount committed to this subcontractor ($)**: Enter the total amount committed to this subcontractor, copy the information from the agency signed Exhibit 10-O2 or 15-G.
(18) **Promptly Paid? (Y/N**): Enter "Y" if payment was made in accordance with the contract. Enter "N" if it's in dispute. Must provide comments regarding any dispute of payment.
(19) **Incremental Retainage Paid? (Y/N)**: Enter "Y" if this payment was a retainage payment. Enter "N" if this was a progress or final payment.
(20) **Comments or Reason for Non-Payment/Non-Prompt Payment, including Payment of Incremental Retainage ***: Only reasons based on dispute with subcontractor or supplier noncompliance may be accepted. Add appropriate notes if a DBE subcontract was terminated, a DBE subcontract was added, if change orders impacted the DBE's payments (include good faith efforts the prime contractor/consultant implemented), if task orders weren't issued, etc.

3. CERTIFICATION

(21) **Prime Contractor Manager's Signature**: Self explanatory
(22) **Date**: Provide the date Prime Contractor Manager signed this form.
(23) **Local Agency Presentative's Signature**: Self explanatory.
(24) **Date**: Provide the date Local Agency Presentative signed this form.
(25) **Prime Contractor Manager's Name**: Self explanatory.
(26) **Phone**: Self explanatory
(27) **Local Agency Presentative's Name**: Self explanatory.
(28) **Phone**: Self explanatory

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DLA SUBCONTRACTING REQUEST

DOT LAPM 16-B (NEW 12/2021)

REQUEST NUMBER

CONTRACTOR NAME	COUNTY	ROUTE
BUSINESS ADDRESS		CONTRACT NUMBER
CITY AND STATE	ZIP CODE	FEDERAL-AID PROJECT NUMBER *(from special provisions)*

SUBCONTRACTORS (Name, Business Address, Phone)	CA STATE CONTRACTOR LICENSE NUMBER	PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER	BID ITEM NUMBER(S) (1 per line)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF (See Categories Below) 1	2	DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT

Categories: **1. Listed Under Fair Practices Act** **2. Certified Disadvantaged Business Enterprise/Disabled Veteran Business Enterprise**

I certify that:

- The specifications for labor set forth in the contract apply to the subcontracted work.
- If applicable (federal-aid projects only), Form FHWA-1273 has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract.
- Written contracts have been executed for the subcontracted work noted above.

CONTRACTOR'S SIGNATURE | DATE

This section is to be completed by the resident engineer.

1. Total of bid items $ _____
2. Bid items previously subcontracted $ _____
3. Bid items subcontracted (this request) $ _____
4. Total of lines 2 and 3 $ _____
5. Maximum amount of work allowed to be subcontracted (multiply line 1 by %) $ _____
6. Minimum amount prime contractor must perform with own forces (multiply line 1 by %) $ _____

APPROVED

RESIDENT ENGINEER'S SIGNATURE | DATE

Copy Distribution: Original - Contractor **Copy** - Resident Engineer

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.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DLA SUBCONTRACTING REQUEST

LAPM 16-B (NEW 12/2021)

INSTRUCTIONS

All first-tier subcontractors must be included on a subcontracting request.

Before subcontracting work starts, the contractor will submit an original Form DOT LAPM 16-B according to the *Standard Specifications*.

- Ensure all subcontractors are:

    1. Listed on the subcontractor list at the time of bid, per the Subletting and Subcontracting Fair Practice Act; OR

    2. All 1st tier subcontractors regardless of dollar value.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

- Compare line 5 to line 4. If line 5 is greater than line 4 the request can be approved.
- After approval, the resident engineer returns the original to the contractor and completes the remaining distribution as listed on the bottom of the form.
- Labor Compliance Officer to review subcontractor licensing and registration.
- Labor Compliance Officer completes PWC-100 form on California Department of Industrial Relations site for subcontractors that were not required to be listed at time of bid on the Subcontractor List form.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF LISTED SUBCONTRACTORS OR DISADVANTAGED BUSINESS ENTERPRISE.

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.

EXHIBIT 16-I NOTICE OF MATERIALS TO BE USED

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

NOTICE OF MATERIALS TO BE USED

CEM-3101 (REV 09/2015)

ADA Notice
For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Resident Engineer: _____ Date: _____

Materials required for use under contract number (1):

District: _____ County: _____ Route: _____ Post Miles: _____

will be obtained from the following sources:

Contract Bid Item Number (2)	Item Code (3)	Contract Item Description (4)	Item Component (5)	Manufacturer/Provider Name and Address (6)	Manufacturer/Provider Email Address (6)

It is requested that the contractor arrange for sampling, testing, and inspection of materials prior to delivery in accordance with Section 6 of the Standard Specifications. It is understood that source inspection does not relieve the prime contractor of the full responsibility for incorporating into the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude the subsequent rejection of materials found to be unsuitable.

Contractor		
Address		
Business Phone	Business Fax	E-Mail Address

Distribution: 1. Lab Manager 2. Project File

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 "Manufacturer/Provider" refers to the manufacturer/fabricator of the item. List the name, address and e-mail address of the Manufacturer/Fabricator. Also, list the name and address of the location here inspection will occur, if different from the Manufacturer/Fabricator.

7. 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.

CLEAR FORM

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTORS ANNUAL EEO REPORT

1. MARK APPROPRIATE BLOCK	2. COMPANY NAME, CITY, STATE:	3. PROJECT NUMBER:	4. DOLLAR AMOUNT OF CONTRACT:	5. PROJECT LOCATION: (County and State)
□ Contractor □ Subcontractor				

This collection of information is required by law and regulation 23 U.S.C. 140a and 23 CFR Part 230. The OMB control number for this collection is 2125-0019 expiring in March 2025.

6. WORKFORCE ON FEDERAL-AID AND CONSTRUCTION SITE(S) DURING LAST FULL PAY PERIOD ENDING IN JULY 20___ (INSERT YEAR)

TABLE A

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL RACIAL/ ETHNIC MINORITY		BLACK or AFRICAN AMERICAN		WHITE/HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		WHITE/NON-HISPANIC OR LATINO		TABLE B: APPRENTICES		TABLE B: ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS	0	0	0	0																		
SUPERVISORS	0	0	0	0																		
FOREMEN/WOMEN	0	0	0	0																		
CLERICAL	0	0	0	0																		
EQUIPMENT OPERATORS	0	0	0	0																		
MECHANICS	0	0	0	0																		
TRUCK DRIVERS	0	0	0	0																		
IRONWORKERS	0	0	0	0																		
CARPENTERS	0	0	0	0																		
CEMENT MASONS	0	0	0	0																		
ELECTRICIANS	0	0	0	0																		
PIPEFITTER/PLUMBERS	0	0	0	0																		
PAINTERS	0	0	0	0																		
LABORERS-SEMI SKILLED	0	0	0	0																		
LABORERS-UNSKILLED	0	0	0	0																		
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

TABLE C *(Table B data by racial status)*

APPRENTICES	0	0	0	0																		
OJT TRAINEES	0	0	0	0																		

8. PREPARED BY: (Signature and Title of Contractors Representative)	9. DATE	10. REVIEWED BY: (Signature and Title of State Highway Official)	11. DATE
_____	_____	_____	_____

State of California-Department of Transportation

Exhibit 16-Z1 Monthly DBE Trucking Verification

Contract No.			Month			Year	
Truck Owner	**DBE Cert No.**	**Company Name and Address**	**Truck No.**	**California Highway Patrol CA. No.**	**Commission of Amount Of Amount Paid***	**Date Paid**	**Lease Arrangement (if applicable)**
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
					$		**Lease Agreement** ☐ **with NON-DBE** ☐ **with DBE** ☐
				Total Amount Paid	$		

Prime Contractor	Business Address	Business Phone No.

*Upon Request all Lease Agreements Shall be made available, in accordance with the special Provisions

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Contractor Representative Signature	Title	Date

MONTHLY DBE TRUCKING VERIFFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.
The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of non DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
3.) The fee or commission paid to non DBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Acceptance Date
5. Contractor/Consultant	6. Business Address	7. Final Contract Amount	

8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT $ _____			16. TOTAL				

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAVE BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Acceptance Date - Enter the date the contract was accepted by the Local Agency.
5. Contractor/Consultant - Enter the contractor/consultant's firm name.
6. Business Address - Enter the contractor/consultant's business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. Company Name and Business Address - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. Contract Payments - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward DBE goals. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. Date Work Completed - Enter the date the subcontractor/subconsultant's item work was completed.
14. Date of Final Payment - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. Original DBE Commitment Amount - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. Total - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. Contractor/Consultant Representative's Signature - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. Contractor/Consultant Representative's Name - Enter the name of the person preparing and signing the form.
19. Phone - Enter the area code and telephone number of the person signing the form.
20. Date - Enter the date the form is signed by the contractor's preparer.
21. Local Agency Representative's Signature - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. Local Agency Representative's Name - Enter the name of the Local Agency Representative signing the form.
23. Phone - Enter the area code and telephone number of the person signing the form.
24. Date - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Completion Date
5. Contractor/Consultant	6. Business Address		7. Final Contract Amount

8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/ Decertification Date (Letter Attached)	13. Comments

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

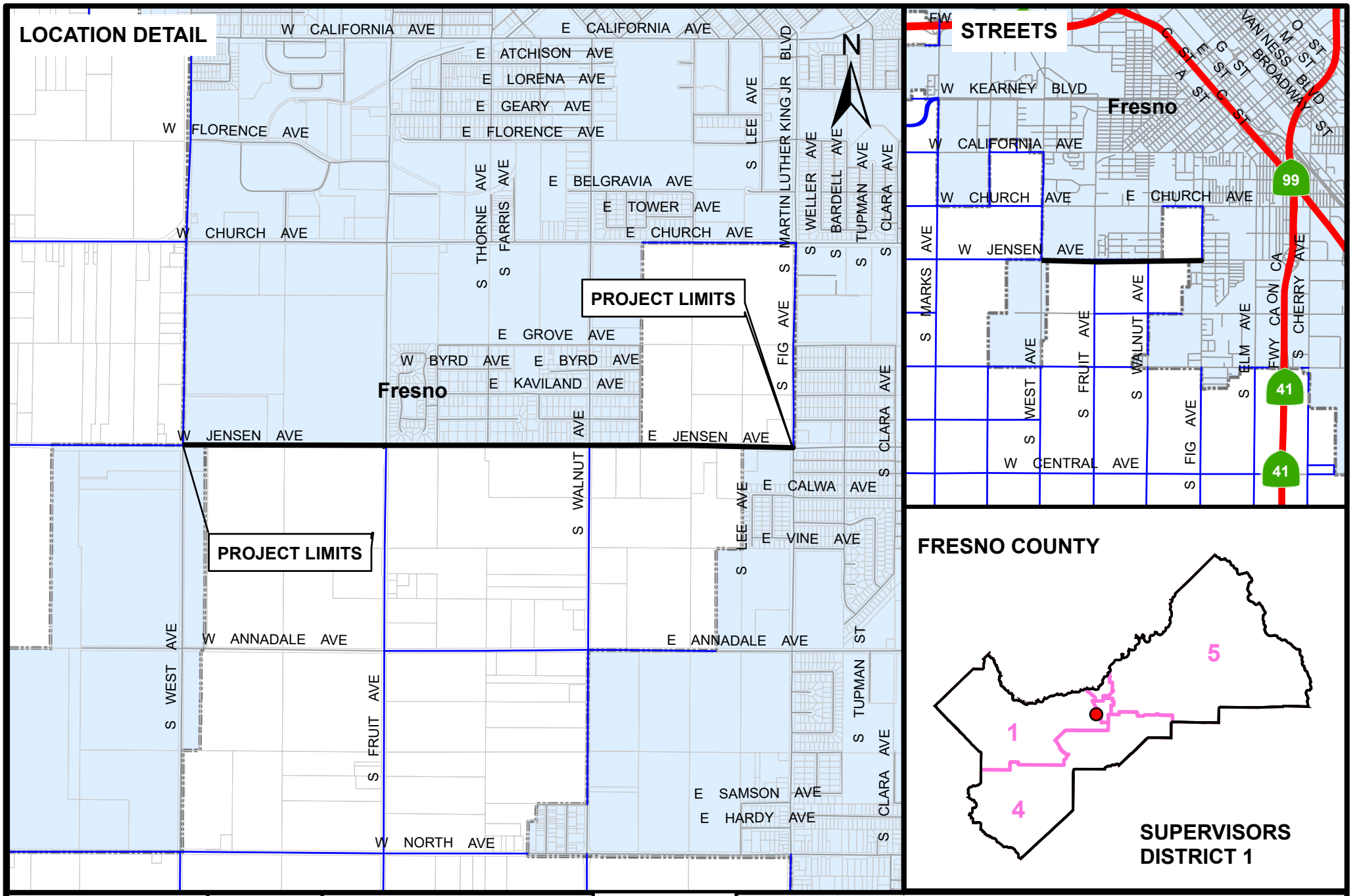
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INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

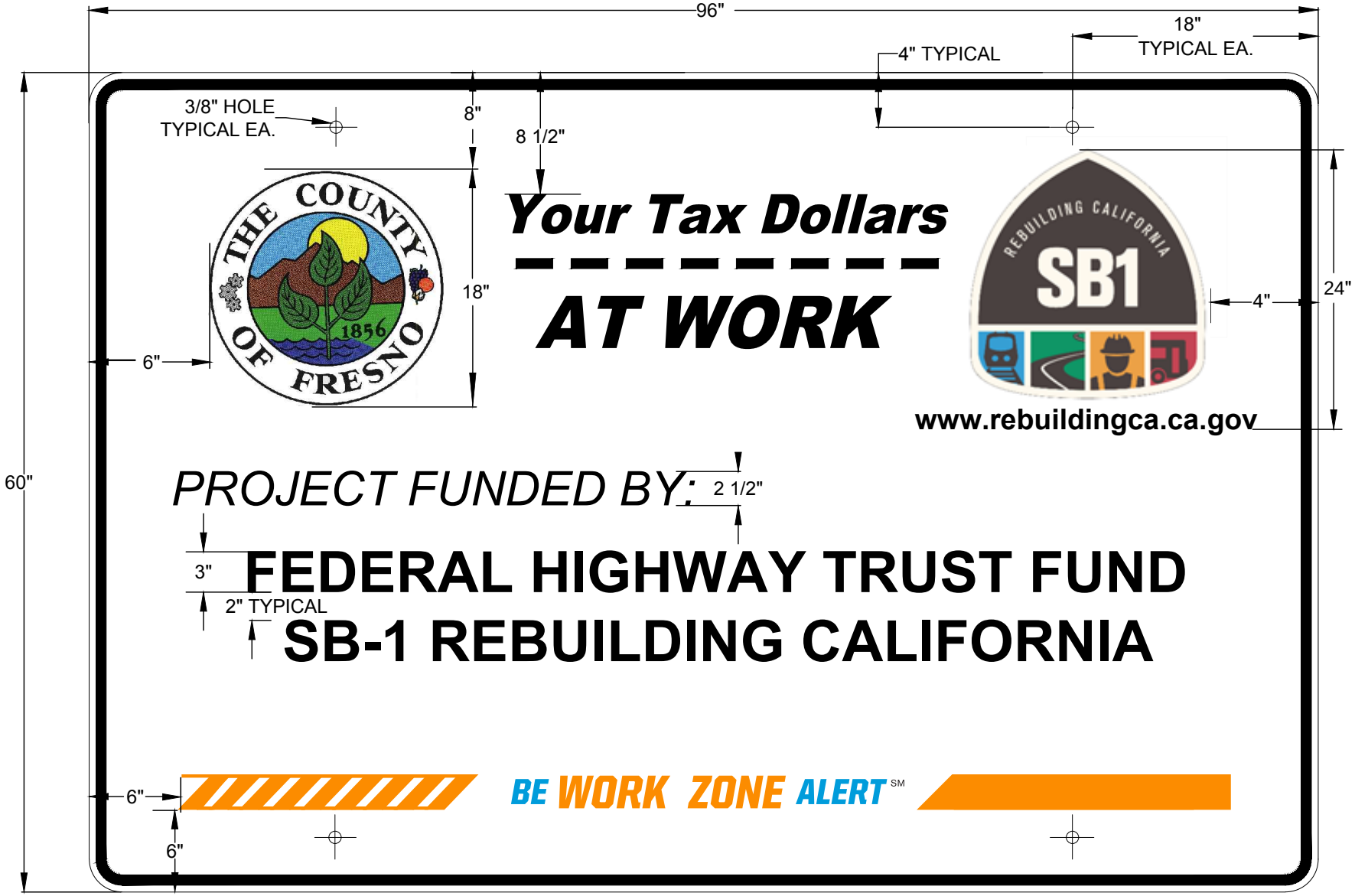
1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Completion Date - Enter the date the contract was completed.
5. Contractor/Consultant - Enter the contractor/consultant's firm name.
6. Business Address - Enter the contractor/consultant's business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. DBE Certification Number - Enter the DBE's Certification Identification Number.
11. Amount Paid While Certified - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. Certification/Decertification Date (Letter Attached) - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
13. Comments - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. Contractor/Consultant Representative's Signature - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
15. Contractor/Consultant Representative's Name - Enter the name of the person preparing and signing the form.
16. Phone - Enter the area code and telephone number of the person signing the form.
17. Date - Enter the date the form is signed by the contractor's preparer.
18. Local Agency Representative's Signature - A Local Agency Representative must sign their name to certify
that the contracting records and on-site performance of the DBE(s) has been monitored.
19. Local Agency Representative's Name - Enter the name of the Local Agency Representative signing the form.
20. Phone - Enter the area code and telephone number of the person signing the form.
21. Date - Enter the date the form is signed by the Local Agency Representative.

Project Details

Contract Number 24-02-C



	DATE	SCALE IN FEET		DEPARTMENT OF PUBLIC WORKS & PLANNING
DESIGNED: PM	1/25	FEET 0 1,000 2,000	THE COUNTY OF FRESNO 1856	JENSEN AVENUE IMPROVEMENTS WEST AVENUE TO FIG AVE (MLK BLVD)
DRAWN: PM				



CONTRACT No. 24-02-C

		DATE:			DEPARTMENT OF PUBLIC WORKS AND PLANNING
DESIGNED:	S. ARTAL	04/01/2025	SCALE	NONE	CONSTRUCTION PROJECT FUNDING SIGN
DRAWN:	S. ARTAL	04/01/2025	DRAWING NO.	--	STBG - JENSEN AVE: WEST TO MLK
CHECKED:	S. A				ROAD RECONSTRUCTION

MOORE TWINING ASSOCIATES, INC.

PAVEMENT INVESTIGATION REPORT

JENSEN AVENUE RECONSTRUCTION, FROM MLK Jr. BOULEVARD TO WEST AVENUE

FRESNO, CALIFORNIA

Project Number: A26358.01

For:

County of Fresno
Department of Public Works and Planning
2220 Tulare Street, 6th Floor
Fresno, CA 93721

November 7, 2023

www.mooretwining.com

PH: 559.268.7021
FX: 559.268.7126
2527 Fresno Street
Fresno, CA 93721

MOORE TWINING ASSOCIATES, INC.

November 7, 2023 A26358.01

Mr. Sebastian Artal, PE
County of Fresno
Department of Public Works and Planning
2220 Tulare Street, 6th Floor
Fresno, CA 93721

Subject: Pavement Investigation Report
Jensen Avenue Reconstruction, from MLK Jr. Boulevard to West Avenue
Fresno, California

Dear Mr. Artal:

We are pleased to submit this pavement investigation report for reconstruction of a segment of Jensen Avenue, extending from MLK Jr. Boulevard to West Avenue in Fresno, California.

The contents of this report include the purpose of the investigation, scope of services, background information, investigative procedures, our findings, evaluation, conclusions, and recommendations.

It is recommended that Moore Twining be retained to provide inspection and testing services for the excavation, earthwork and pavement phases of construction. These services are necessary to determine if the subsurface conditions are consistent with those used in the analyses and formulation of recommendations for this investigation, and if the construction complies with our recommendations.

We appreciate the opportunity to be of service to the County of Fresno. If you have any questions regarding this report, or if we can be of further assistance, please contact us at your convenience at 800-268-7021.

Sincerely,
MOORE TWINING ASSOCIATES, INC.

Read Andersen, RGE
Manager
Geotechnical Engineering Division



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PAVEMENT INVESTIGATION REPORT

JENSEN AVENUE RECONSTRUCTION, FROM MLK JR. BOULEVARD TO WEST AVENUE

FRESNO, CALIFORNIA

Project Number: A26358.01

1.0 INTRODUCTION

This report presents the results of a pavement investigation for the segment of Jensen Avenue, extending from MLK Jr. Boulevard to West Avenue in Fresno, California. Moore Twining Associates, Inc. (Moore Twining) was authorized by Fresno County to perform this investigation.

The contents of this report include the purpose of the investigation and the scope of services provided. The site description, history, previous studies and anticipated construction are discussed. In addition, a description of the investigative procedures used and the subsequent findings obtained are presented. Finally, the report provides an evaluation of the findings, general conclusions, and related recommendations. The report appendices contain the drawings (Appendix A); the logs of borings (Appendix B); the results of laboratory tests (Appendix C); site photographs (Appendix D); and pavement core photographs (Appendix E).

2.0 PURPOSE AND SCOPE OF INVESTIGATION

2.1 Purpose: The purpose of the investigation was to conduct a field exploration and a laboratory testing program, evaluate the data collected during the field and laboratory portions of the investigation, and provide the following:

2.1.1 A general description of the observed pavement surface conditions;

2.1.2 The thicknesses of the existing pavement sections encountered;

2.1.3 A description of the subgrade soil conditions encountered;

2.1.4 Recommendations for reconstruction of the existing pavements; and

2.1.5 Final test boring logs and laboratory test results.

This report is provided specifically for the segment of Jensen Avenue referenced in the Site Description section of this report. This investigation did not include a pavement deflection study, civil engineering design, identification of underground utility impacts, an aerially deposited lead survey, nor in-place density tests.

2.2 Scope: Our proposal, dated January 21, 2022, outlined the scope of our services. The actions undertaken during the investigation are summarized as follows.

2.2.1 A visual site reconnaissance and subsurface exploration were conducted.

2.2.2 Laboratory tests were conducted to determine selected physical and engineering properties of the aggregate base and subgrade soils encountered.

2.2.3 Mr. Sebastian Artal, PE (Fresno County Supervising Engineer) was consulted during the investigation.

2.2.4 The data obtained from the investigation were evaluated with regard to the various pavement reconstruction options.

2.2.5 This report was prepared to describe the background information, the investigation procedures, our findings, evaluation, conclusions and recommendations.

3.0 BACKGROUND INFORMATION

The site description and anticipated construction are summarized in the following subsections.

3.1 Site Description: The subject site includes an ~1.5 mile long segment of Jensen Avenue, extending from MLK Jr. Boulevard on the east side to West Avenue on the west side. A site location map is provided as Drawing No. 1 in Appendix A.

Jensen Avenue trends in an east-west direction. The subject segment of Jensen Avenue is mostly a two-lane, undivided asphalt concrete roadway, with exception that the east end of the segment near MLK Jr. Boulevard includes two (2) lanes each direction, which are divided with a center median. The paved width of Jensen Avenue varies over the length of the segment, but the majority of the roadway is ~36 to 40 feet wide. The majority of the road segment contains unimproved dirt shoulders; however, the north side of the roadway is bordered by a concrete curb and gutter for a length of ~2/3 of a mile within the middle of the segment and the south side of the road is bordered by a concrete curb and gutter along the eastern ~400 foot end of the segment. The City of Fresno/County of Fresno boundary line trends east-west through the majority of the roadway segment.

Numerous underground utility services are located within the roadway.

In general, the existing asphalt concrete wear surfaces were observed to be in a poor condition and exhibited significant distress throughout. The most common pavement distress noted was alligator cracking and some rutting and potholes, indicating structural distress. Transverse and longitudinal cracking and patch repairs were also noted. Photographs of some of the typical conditions are included in Appendix D of this report.

3.2 Anticipated Construction: The segment of Jensen Avenue between West Avenue and MLK Jr. Boulevard is planned to be reconstructed. As part of the reconstruction, it is our understanding the finished pavement surface elevation is planned to be lower than the existing pavement surface elevation in most places. The greatest lowering of the pavement surface elevation will occur within a portion of the eastern end of the project (from near Knight Avenue, extending ~1,000 feet east), where the pavement surface elevation will be lowered up to about 12 inches. In addition, the project will include widening of the roadway in various areas, primarily shoulder areas on the south side of the roadway. However, widening of part of the travel lane will occur within the eastern end of the project where the travel lane will extend into the present day dirt shoulder. Based on information provided by Fresno County, it is understood that a structural pavement section meeting a traffic index of 11.5 is desired for the Jensen Avenue segment described in this report.

4.0 INVESTIGATIVE PROCEDURES

The field exploration and laboratory testing programs conducted for this investigation are summarized in the following subsections.

4.1 Field Exploration: The field exploration consisted of a visual site reconnaissance of the existing roadway surface, coring the pavement to measure the existing pavement section thicknesses, drilling borings to collect samples of the underlying aggregate base and subgrade soils, and standard penetration testing.

4.1.1 Site Reconnaissance: The site reconnaissance consisted of walking and driving the roadway segment to identify the general surface condition of the existing pavements. The reconnaissance was conducted by the undersigned engineer on various dates in April 2022. The general features noted are described in the "Background Information," and Section 5.1 of this report. Photographs of the existing pavement surface conditions are included in Appendix D of this report.

4.1.2 Pavement Coring and Borings: Prior to the pavement investigation work, encroachment/street permits were obtained from both the City of Fresno and County of Fresno. On April 28 and 29, 2022, borings were cored and drilled at nine (9) locations (labeled C-1 through C-9) within the existing roadway to depths of about 4 feet below the existing pavement surface. The core frequency and locations were coordinated with Fresno County. Multiple cores/borings were conducted at each of the nine (9) sample locations in order to obtain sufficient quantities of aggregate base and subgrade soil within the depth anticipated for full depth recycling. The approximate boring locations are depicted on Drawing No. 2 in Appendix A. For example, three (3) cores (labeled A, B and C) were drilled at sample locations C-1 through C-7 and two (2) cores (labeled A and B) each were drilled at sample locations C-8 and C-9. The logs of borings included in Appendix A were based upon the first cores conducted at each sample location and were labeled "A". In addition, photographs of selected cores obtained during the investigation are included in Appendix E.

The pavement coring/borings were drilled using a Simco 2400 SK-1 drill rig equipped with a 6 inch diameter core barrel. Once cored, the subgrade soils were excavated using a 5 inch diameter hand auger tool. The soils encountered in the test borings were logged during drilling by a staff engineer or staff geologist. The field soil classification was in accordance with the Unified Soil Classification System and consisted of particle size, color, and other distinguishing features of the soil. At some

of the boring locations, standard penetration tests were performed on the subgrade soils in accordance with ASTM D1586. The standard penetration resistance, N-value, is defined as the number of blows required to drive a standard split barrel sampler into the soil. The standard split barrel sampler has a 2 inch O.D. and a 1-⅜ inch inside diameter (I.D.). The sampler is driven by a 140 pound weight free falling 30 inches. The sampler is lowered to the bottom of the bore hole and set by driving it an initial 6 inches. It is then driven an additional 12 inches and the number of blows required to advance the sampler the additional 12 inches is recorded as the N-value.

The core/boring locations were estimated by pacing with reference to existing roadway features. Elevations of the test borings were not surveyed as a part of the investigation.

The cores/borings were backfilled with granular soils and patched with asphalt cold patch to a thickness at least equal to the existing asphalt concrete thickness.

4.1.3 Soil Sampling: During drilling of the test borings, bulk samples of the aggregate base and subgrade soil were obtained and were taken to Moore Twining's laboratory for laboratory testing.

4.2 Laboratory Testing: The laboratory testing was programmed to determine selected physical and engineering properties of various samples of aggregate base and subgrade soils, including classification testing (sieve analysis, liquid and plastic limits), moisture content, sulfate content, and R-value testing.

As part of this investigation, laboratory testing was also conducted to assess the compressive strength of soil cement mixtures and mixtures of subgrade and aggregate base mixed with cement to consider the suitability of using a full depth recycling with cement approach to achieve a structural base layer for the new pavement. Compressive strength testing was generally conducted in accordance with ASTM D1663 on composite samples mix with 3, 4 and 5 percent cement at slightly above the optimum moisture content and compacted using the compaction effort of ASTM D1557. The compacted compressive strength samples were wrapped in plastic, duct taped, and cured in an oven at a temperature of about 105 degrees Fahrenheit for 7 days. Prior to the laboratory compressive strength testing, the samples were cooled to ambient temperature. The majority of the samples were tested without immersion in water; however, several of the samples were immersed in water for 4 hours to assess the compressive strength in a wetted condition.

The results of laboratory tests are included in Appendix C. These data, along with the field observations, were used to prepare the final test boring logs in Appendix B.

5.0 FINDINGS AND RESULTS

The findings and results of the field exploration and laboratory testing are summarized in the following subsections.

5.1 Pavement Surface Conditions: The condition of the existing pavements were observed as part of this investigation. The majority of the pavement surface exhibits significant distress in the form of alligator cracking, rutting, areas of patch repair, potholes, weathering/raveling, edge cracking, longitudinal cracking and transverse cracking. Refer to the photographs in Appendix D of this report.

5.2 Existing Pavement Thicknesses, Subgrade Soils and R-Value Results: The existing pavement sections encountered at the core locations ranged from 3.5 inches to 8.5 inches of asphalt concrete, over 5 inches to 14 inches of aggregate base. The majority of the pavement cores encountered a paving fabric within the upper ~2¼ inches of the pavement surface. It should be noted that a weaker bound pavement layer was encountered at core locations C-8 and C-9 that was suspected to be a cold mixed material with asphalt, aggregate and silty sand. The subgrade soils encountered below the pavement section generally consisted of silty sands; however, clayey subgrade soils (sandy lean clay and clayey sand) were encountered at core locations C-8 and C-9 in the eastern end of the roadway segment. This finding is consistent with information reviewed from the Web Soil Survey (U.S. Department of Agriculture), which maps the Ramona Loam within the easternmost ~800 feet of the roadway segment. It should be noted that layers of cemented hardpan were encountered in some of the boreholes. The thicknesses of the existing asphalt concrete pavement sections and a description of the subgrade soils encountered at the core/test boring locations are summarized below in Table No. 1. In addition, photographs of selected cores obtained during the investigation are included in Appendix E.

Table No. 1
Thickness of Asphalt Concrete Pavement Sections and Subgrade Soils Encountered

Core Location	Travel Direction / Lane #	Average Asphalt Concrete Thickness (inches)[1]	Pavement Fabric / Depth	Average Aggregate Base (AB) Thickness	Subgrade Soil Type	Subgrade R-value / Depth
C-1 (A)	EB	6.0	Yes, 1¾”	6" AB	Silty Sand over Sandy Silt	72 (1'-2') 65 (2'-4')
C-1 (B)	EB	6.1	Yes, 2"	6" AB		
C-1 (C)	EB	6.0	Yes, 2"	6" AB		
C-2 (A)	WB	7.2	Yes, 2"	6½" AB	Silty Sand	ND
C-2 (B)	WB	6.8	Yes, 2¼"	6½" AB		
C-2 (C)	WB	6.9	Yes, 2"	6½” AB		

Core Location	Travel Direction / Lane #	Average Asphalt Concrete Thickness (inches)[1]	Pavement Fabric / Depth	Average Aggregate Base (AB) Thickness	Subgrade Soil Type	Subgrade R-value / Depth
C-3 (A)	EB	6.2	Yes,1¾"	5" AB	Silty Sand	67 (2–4')
C-3 (B)	EB	6.1	Yes, 1¾"	5" AB		
C-3 (C)	EB	6.1	Yes, 1¾"	5" AB		
C-4 (A)	WB	4.6	No	8" AB	Silty Sand	ND
C-4 (B)	WB	4.8	No	6" AB		
C-4 (C)	WB	5.0	No	8" AB		
C-5 (A)	EB	6.8	Yes, 2¼"	6 ½" AB	Silty Sand	ND
C-5 (B)	EB	6.7	Yes, 2"	6½" AB		
C-5 (C)	EB	6.5	Yes, 2"	6½" AB		
C-6 (A)	WB	6.7	No	5" AB	Silty Sand	46 (1'-2') 45 (2'-4')
C-6 (B)	WB	6.6	No	5" AB		
C- 6 (C)	WB	6.0	No	5" AB		
C-7 (A)	EB	6.3	Yes, 2"	8½" AB	Silty Sand	ND
C-7 (B)	EB	5.9	Yes, 1¾"	8" AB		
C-7 (C)	EB (shoulder)	3.5	No	ND		
C-8 (A)	EB (No. 1)	6.8[2]	Yes, 2¼"	14" AB	Sandy Lean Clay	13 (2'-4')
C-8 (B)	EB (No. 1)	8[2]	Yes, 2"	14" AB		
C-9 (A)	WB (No. 1)	8.5[3]	No	6½" AB	Silty Sand over Clayey Sand	ND
C-9 (B)	WB (No. 1)	8.3[4]	No	6½" AB		

Notes: 1. The asphalt concrete (AC) thicknesses are reported based on an average of four (4) measurements rounded to the nearest 0.1 inch.
2. Upper 2 to 2¼ inches of core encountered asphalt concrete over a pavement fabric. Weaker pavement material with fines (possible cold mix asphalt or oil treated base) encountered below pavement fabric. Some of the weaker material eroded during coring and the core separated into multiple pieces. Total thickness estimated based on recovered pieces of core and measurements within the cored excavation.
3. Middle 4.2 inch thick section of core consisted of weaker pavement material with fines (possible cold mix or oil treated base).
4. Middle 4.3 inch thick section of core consisted of weaker pavement material with fines (possible cold mix).
ND - Not Determined

5.3 **Soil Cement Compressive Strength Test Results**: Soil cement mixtures, and mixtures of soil and aggregate base were processed and samples prepared for compressive strength testing. The prepared samples were mixed with differing percentages of cement, cured for 7 days in a low temperature oven and tested for compressive strength as indicated in Section 4.2 of this report.

A summary of the laboratory compressive strength test results are provided in Table Nos. 2 through 5 of this report and the individual laboratory test results are included in Appendix C.

Table No. 2 provides a summary of the compressive strength testing conducted on samples blended with 3 percent cement without soaking.

Table No. 2
Compressive Strength Tests for Samples Blended with 3% Cement

Sample Location	Sample Description	Average 7-Day Compressive Strength (psi)
C-3/C-4	Silty Sand	275
C-8	Sandy Lean Clay (40%) and Aggregate Base (60%)	398
C-9	Silty to Clayey Sand (67%) and Aggregate Base (33%)	458

*Note: samples cured at a temperature of about 105 degrees Fahrenheit for 7 days.

Table No. 3 provides a summary of the compressive strength testing conducted on samples blended with 4 percent cement without soaking.

Table No. 3
Compressive Strength Tests for Samples Blended with 4% Cement

Sample Location	Sample Description	Average 7-Day Compressive Strength (psi)
C-3/C-4	Silty Sand	330
C-8	Sandy Lean Clay (40%) and Aggregate Base (60%)	481
C-9	Silty to Clayey Sand (67%) and Aggregate Base (33%)	518

*Note: samples cured at a temperature of about 105 degrees Fahrenheit for 7 days.

Table No. 4 provides a summary of the compressive strength testing conducted on samples blended with 5 percent cement without soaking.

Table No. 4
Compressive Strength Tests for Samples Blended with 5% Cement

Sample Location	Sample Description	Average 7-Day Compressive Strength (psi)
C-3/C-4	Silty Sand	360
C-8	Sandy Lean Clay (40%) and Aggregate Base (60%)	633
C-9	Silty to Clayey Sand (67%) and Aggregate Base (33%)	547

*Note: samples cured at a temperature of about 105 degrees Fahrenheit for 7 days.

5.4 **Sulfate Test Results**: Laboratory testing conducted on one (1) sample of aggregate base and two (2) subgrade soil samples indicated from 8.3 to 44 mg/kg by weight concentrations of sulfate.

6.0 ASPHALT CONCRETE PAVEMENT EVALUATION

The data and methodology used to assess the existing asphalt concrete pavements are summarized below. In general, our assessment of the existing pavements included: 1) assessment of the existing pavement conditions based on visual observations; and 2) evaluating repair/rehabilitation options for the existing pavements.

6.1 **Asphalt Concrete Pavement Surface Conditions:** Based on our visual observations, the condition of the existing asphalt concrete pavements were very poor. In general the observed distress indicates most of the roadway segment is in a failed condition and most pavement management approaches would suggest major rehabilitation/reconstruction to be the most cost effective approach. It is our understanding the project will include reconstruction of the pavement section. Based on information provided by Fresno County, it is understood a traffic index of 11.5 is required for design. The typical target design life is 20 years for new pavements.

Where excavation is proposed for construction of the pavement rehabilitation, the presence and depth of existing utility lines should be evaluated to identify potential conflicts.

6.2 **Subgrade Soils:** The subgrade soils encountered below the existing pavement section at the core locations within Jensen Avenue generally consisted of silty sands; however, clayey subgrade soils (sandy lean clay and clayey sand) were encountered at core locations C-8 and C-9 within the eastern end of the roadway segment. The results of laboratory testing to quantify the pavement subgrade support characteristics indicated R-values ranging from 13 to 72. Based on the results of the testing, design R-values of 13 and 45 were selected for the different subgrade soil

conditions. For the purpose of this report, the design R-value of 13 is recommended to be applied from the eastern end of the segment to the location of Core C-7. The design R-value of 45 would be applied for the remainder of the segment. The extent of the lower design R-value subgrade soils (clayey soils) should be evaluated based on observations in construction. Additional subgrade samples could be obtained and tested from the eastern end of the segment to further estimate the lateral extent of the clayey subgrade soils, if desired.

6.3 Asphalt Concrete Pavement Design: Evaluation of the pavement structure for a replacement pavement section depends on factors such as the anticipated traffic loading, and subgrade soil properties.

Pavement thickness design analysis was conducted using the gravel equivalent method in accordance with the California Department of Transportation Highway Design Manual. The analysis was based on a traffic index value of 11.5. Based on a design R-value of 13 for the eastern end of the Jensen Avenue segment, the minimum thickness for a new pavement would be 7 inches of AC over 24 inches of Class 2 Aggregate Base (AB). Based on a design R-value of 45 for the remainder of the Jensen Avenue segment, the minimum thickness for a new pavement would be 7 inches of AC over 11.5 inches of Class 2 Aggregate Base (AB).

6.4 Full Depth Recycling with Cement: Based on the findings of this investigation, alternative pavement rehabilitation methods such as pavement recycling with cement, may also be considered for the project. In general, this approach typically consists of pulverizing and blending the existing pavement section materials and in some cases the subgrade soils to construct a cement treated material as a structural base layer to support a new asphalt concrete surface course. This approach is referred to in this report as Full Depth Recycling with cement (FDR-C), even though the proposed pavement elevations for this project are such that the majority of the existing pavement sections will be removed and offhauled and the "FDR-C" layer will incorporate primarily subgrade soils (soil cement). In general, if the proposed pavement surface elevations can be increased, this would be preferable and more cost effective. Raising the new pavement elevations would allow more of the existing pavements to be incorporated into an FDR-C layer, would require less offhaul and typically lower cement contents would be required to achieve the strength characteristics desirable for the FDR-C layer.

If the FDR-C approach is performed, the work would typically consist of grading to establish the plan bottom of asphalt concrete elevation while allowing for volume change due to "swell" and compaction of the cement treated material; mixing in-place materials with cement, and water to establish the specified cement treated base layer thickness; compacting the cement treated materials; final grading and compaction to establish the grades required prior to placement of asphalt; curing the cement treated material; microcracking the cement treated section; and then placement of a new hot mix asphalt concrete surface course. In some cases, supplementary aggregate or onsite pulverized pavement materials can be added to the subgrade soils by excavation and filling to improve the strength characteristics of the cement treated mixture.

Based on the laboratory results presented in this report, and considering the design traffic index of 11.5, a pavement section consisting of a minimum of 8.5 inches of asphalt concrete section over 15 inches of FDR-C was estimated for the design subgrade R-value of 13 and a minimum of 7 inches

of asphalt concrete over 12 inches of FDR-C was estimated for the design subgrade R-value of 45. The application of cement as part of the FDR-C results in shrinkage of the FDR-C layer over time due to the cement hydration reaction. As with concrete, the shrinkage stresses can manifest in cracking of the FDR-C layer. If wide shrinkage cracks develop in the FDR-C layer, cracks due to stress concentrations can profile into the overlying asphalt concrete pavement. Thus, control of moisture in the FDR-C layer, curing and microcracking are critical to reducing potential impacts from shrinkage of the FDR-C layer. It should be noted that the pavement design approach in this report assumes a dedicated stress relief layer to reduce potential impacts from shrinkage cracking of the FDR-C layer, such as aggregate base would not be used below the asphalt concrete. Rather, it is assumed that stress relief would be conducted by microcracking the FDR-C layer. The pavement section thickness design was determined using the gravel equivalent requirements included in the Caltrans Highway Design Manual based upon a gravel factor of 1.7 for the FDR-C layer (based on the UCPRC Guide for Partial- and Full Depth Pavement Recycling in California, dated December 2020), provided the FDR-C layer is a minimum of 12 inches thick.

Based on the results of laboratory compressive strength testing of soil cement and soil-aggregate base and cement mixtures conducted as part of this investigation, ~5 percent by dry weight cement is recommended for treatment of the soils to establish a structural FDR-C base layer for the pavement section, assuming the FDR-C layer primarily consists of subgrade soil treated with cement. In the event grading is performed to utilize more recycled pavement materials in the FDR-C layer, a lower cement content of 4 percent would be estimated. The actual application rate for the cement should be determined based on the final pavement design elevations and laboratory FDR-C mix design testing by the contractor prior to construction.

As indicated in this report, paving fabric was encountered within the upper 2¼ inches from the top of the existing pavement at the majority of the core locations. The presence of paving fabric will reduce the efficiency for recycling the upper section of the existing asphalt concrete. Pavement recycling approaches should be conducted in a manner to ensure the existing pavement fabrics are removed and not mixed with the materials to construct the new pavement section. To reduce issues with the fabric, the deeper parts of the asphalt concrete which does not contain the fabric would be preferred for use in recycling as part of the FDR-C layer.

7.0 CONCLUSIONS

Based on the data collected during the field exploration and laboratory testing program, our experience in the vicinity of the project site, and our understanding of the project, the following general conclusions are presented.

7.1 The existing pavement sections encountered at the core locations ranged from 3.5 inches to 9 inches of asphalt concrete, over 5 inches to 14 inches of aggregate base. The majority of the pavement cores encountered a paving fabric within the upper ~2 ¼ inches of the pavement surface. It should be noted that a weaker bound pavement layer was encountered at core locations C-8 and C-9 that was suspected to be a cold mix asphalt layer. The pavement sections encountered are summarized in Table No. 1 of this report and are shown graphically on the boring logs in Appendix B.

7.2 The subgrade soils encountered below the pavement section at the core locations generally consisted of silty sands; however, clayey subgrade soils (sandy lean clay and clayey sand) were encountered at core locations C-8 and C-9 within the eastern end of the roadway segment. The pavement section thicknesses and subgrade soils encountered at each core location are summarized in Table No. 1 and the logs in Appendix B. Laboratory testing of the subgrade soil samples indicated R-values ranging from 13 to 72. Based on the results of the testing, design R-values of 13 and 45 were selected for the different subgrade soil conditions.

7.3 Based on our observations, the majority of the existing pavements appear to have failed and are generally in a very poor condition as characterized by alligator cracking, some potholes, rutting and other distress. Given the age of the existing pavements, and the present performance, the existing pavement sections appear to have exhausted their original design life. Thus, pavement reconstruction is recommended based on the specified traffic index.

7.4 This report provides recommends for construction of new pavement sections. As an alternative to construction of a new, traditional two-layer pavement section to replace the existing roadway section, full depth recycling with cement (FDR-C) consisting of pulverizing and blending the existing pavement section materials and construction of a cement treated base section may also be considered for the project.

7.5 Laboratory testing conducted on one (1) sample of aggregate base and two (2) subgrade soil samples indicated from 8.3 to 44 mg/kg by weight concentrations of sulfate. Based on the test results, the sulfate contents do not prohibit the use of chemical additives such as cement.

8.0 RECOMMENDATIONS

Based on the evaluation of the field and laboratory data and our experience with similar projects, the following recommendations are presented for use in the project design and construction. However, this report should be considered in its entirety. When applying the recommendations for design, the background information, procedures used, findings, evaluations and conclusions should be considered. The recommendations of this report should be incorporated into the project plans and specifications.

It is anticipated that a set of plans and specifications will be developed by others to detail the construction requirements for the pavement reconstruction.

Where the requirements of a governing agency, product manufacturer or utility agency differ from the recommendations of this report, the more stringent recommendations should be applied to the project.

8.1 General

8.1.1 Moore Twining should be retained to review the final pavement improvement plans so that any relevant recommendations can be presented.

8.1.2 A preconstruction meeting including, as a minimum, the owner, general contractor, earthwork contractor, paving subcontractor, FDR contractor, and Moore Twining should be scheduled at least one week prior to the start of construction or demolition. The purpose of the meeting should be to discuss critical project requirements and scheduling.

8.1.3 Final FDR-C mix designs and material submittals, prepared and signed by a registered civil engineer in California should be submitted to the Owner for review and approval prior to construction.

8.1.4 The depth of existing utilities should be evaluated to determine potential impacts and conflicts with the proposed excavation, preparation and new pavement construction.

8.1.5 Contractor(s) bidding on this project should determine if the data are adequate for accurate bid purposes. If the data are not sufficient, the Contractor should conduct supplemental studies and collect more data as required to prepare accurate bids.

8.1.6 If actual pavement subgrade materials are significantly different from those tested for this study due to unanticipated grading or soil importing, the pavement sections should be re-evaluated for the changed subgrade conditions.

8.1.7 Pavement materials and construction methods should conform to the project specifications, as applicable.

8.1.8 It is recommended the asphalt concrete, including the joint density, should be compacted to an average relative compaction of 93 percent, with no single test value being below a relative compaction of 91 percent and no single test value being above a relative compaction of 97 percent of the referenced laboratory density according to ASTM D2041.

8.1.9 The type of frequency of heavy truck traffic has a significant impact on the life of the pavements. If the type or frequency of heavy trucks increased in the future, Moore Twining should be contacted to provide adjusted pavement thicknesses and revised pavement life estimates based on the change in traffic.

8.1.10 Pavement recycling approaches should be conducted in a manner to ensure the existing pavement fabrics are removed and not mixed with the materials to construct the new pavement section.

8.2 Pavement Subgrade Design Conditions

The subgrade soils encountered below the existing pavement section at the core locations generally consisted of silty sands; however, clayey subgrade soils (sandy lean clay and clayey sand) were encountered at core locations C-8 and C-9 within the eastern end of the roadway segment. As indicated in this report, design subgrade R-values of 13 and 45 were selected for the different subgrade soil conditions. For the purpose of this report, the design R-value of 13 is recommended to be applied from the eastern end of the segment to the location of Core C-7. Refer to the core locations shown on Drawing No. 2 in Appendix A of this report. The design R-value of 45 would be applied for the remainder of the segment. The extent of the lower design R-value subgrade soils (clayey soils) should be evaluated based on observations during construction. Additional subgrade samples could be obtained and tested from the eastern end of the segment to further evaluate the lateral extent of the clayey subgrade soils, if desired.

8.3 New Asphalt Concrete Pavements

8.3.1 The following two-layer (asphalt concrete and aggregate base) pavement section thicknesses were based on a traffic index value of 11.5 as provided by Fresno County. The pavement thicknesses included in Table No. 5 are based on a design subgrade R-value of 13 and the pavement section thicknesses included in Table No. 6 are based on a design subgrade R-value of 45. Refer to Section 8.2 for a description of the general limits for the different design conditions.

Table No. 5
Design R-value of 13
New Asphalt Concrete Pavement Sections

Traffic Index	AC thickness, inches	AB thickness, inches	Min. Compacted Subgrade, inches
11.5	7.0	24	12

AC - Asphalt Concrete in accordance with the project specifications
AB - Class II Aggregate Base compacted to at least 95 percent relative compaction (ASTM D1557)
Subgrade - Subgrade soils compacted to at least 95 percent relative compaction (ASTM D1557)

Table No. 6
Design R-value of 45
New Asphalt Concrete Pavement Sections

Traffic Index	AC thickness, inches	AB thickness, inches	Min. Compacted Subgrade, inches
11.5	7.0	11.5	12

AC - Asphalt Concrete in accordance with the project specifications
AB - Class II Aggregate Base compacted to at least 95 percent relative compaction (ASTM D1557)
Subgrade - Subgrade soils compacted to at least 95 percent relative compaction (ASTM D1557)

8.3.2 As part of the subgrade preparation, after removal of the existing surface improvements, the subgrade soils should be scarified to a depth of 12 inches, uniformly moisture conditioned to within optimum to three (3) percent above optimum moisture content and compacted to a minimum of 95 percent relative compaction (based on the maximum dry density determined in accordance with ASTM D 1557) and to achieve a stable subgrade condition prior to placement of aggregate base. The subgrade stability should be evaluated by proof rolling in accordance with Section 8.3.3 of this report.

8.3.3 Prior to placement of the aggregate base, the prepared native subgrade should be proof-rolled using a loaded water truck under the observations of Moore Twining to confirm a firm, non-yielding condition. Soft, unstable areas should be repaired to achieve a surface compact, stable subgrade condition prior to placement of the aggregate base.

8.4 New Asphalt Concrete Pavement Sections Using Full Depth Recycling with Cement (FDR-C)

As an alternative to the traditional two-layer pavement sections outlined in Section 8.3 of this report, pulverizing and mixing the existing pavement materials and subgrade soils with cement to construct a cement treated base section may also be considered for the project. This approach is referred to in this report as Full Depth Recycling with cement (FDR-C), even though the proposed pavement elevations for this project are such that the majority of the existing pavement sections will be removed and offhauled and the "FDR-C" layer will incorporate primarily subgrade soils (soil cement). In general, if the proposed pavement surface elevations can be increased, this would be preferable and more cost effective. Raising the new pavement elevations would allow more of the existing pavements to be incorporated into an FDR-C layer, would require less offhaul and typically lower cement contents would be required to achieve the strength characteristics desirable for the FDR-C layer.

In the event the use of a new pavement section with FDR-C is implemented, specifications should be developed to identify requirements for this work, including pulverization and mixing of existing materials, application of cement, construction joints, curing, micro-cracking, quality control, quality assurance, etc.

8.4.1 Based on the thicknesses of the existing pavement structural section and the general proposed lowering of the pavement surface elevation, it is assumed that the FDR-C layer would mostly consist of subgrade soil treated with cement (soil cement). However, based on discussions with Fresno County, pulverized onsite pavement materials may be mixed with the subgrade soils in the areas of deeper cut and clayey subgrade soils in the eastern portion of the segment, including where the eastbound travel lane will be widened. Accordingly, provisions should be included in the project plans and specifications to identify the requirements for pulverizing and blending the existing pavement materials, excavation, grading and mixing these materials with the subgrade soils to establish the FDR-C materials in these areas. Where requirements are applied to excavate below the subgrade elevation and place pulverized pavement materials, a ratio of 50 percent processed pavement materials and 50 percent subgrade soils would be recommended. The processed asphalt concrete pavement materials should meet the gradation requirements for typical pavement pulverization for FDR-C in the Caltrans standard specifications (100 percent passing the 3 inch sieve, minimum of 95 percent passing the 2 inch sieve, and a minimum of 85 percent passing the 1½ inch sieve), or the existing aggregate base material could be selectively borrowed from the site and used as the 50 percent fraction of the "processed pavement materials." The final mix design testing will need to incorporate the pulverized pavement materials that are actually planned by the Contractor to be processed from the onsite pavements.

8.4.2 The presence of paving fabric in the asphalt concrete will reduce the efficiency for pulverizing and/or recycling the upper section of the existing asphalt concrete. Recycling of the onsite pavements should be conducted in a manner to ensure the existing pavement fabrics are removed and not mixed with the materials to construct the new pavement structural section. To reduce issues with the existing pavement fabric, it would be recommended to mill and remove the existing pavements that contain fabric from the site prior to processing onsite pavements for incorporation into the FDR-C section.

8.4.3 Based on the results of laboratory compressive strength testing of soil cement mixtures conducted as part of this investigation, ~5 percent by dry weight cement is recommended for treatment of the soils to establish a structural FDR-C base layer for the pavement section, assuming the FDR-C layer primarily consists of subgrade soil treated with cement. In the event grading is performed to utilize more recycled pavement materials in the FDR-C layer,

a lower cement content of 4 percent would be estimated. The final design application rate for the cement should be determined based on the final design elevations and laboratory FDR-C mix design testing by the contractor prior to construction.

8.4.4 The pavement section thicknesses noted in Table No. 7 and Table No. 8 were developed considering a traffic index of 11.5. The pavement thicknesses included in Table No. 7 are based on a design subgrade R-value of 13 and the pavement section thicknesses included in Table No. 8 are based on a design subgrade R-value of 45. Refer to Section 8.2 for a description of the general limits for the different design conditions.

Table No. 7
Design R-value of 13
Asphalt Concrete Pavement Section with FDR-C

Traffic Index	AC Thickness, inches	FDR-C Layer Thickness, inches
11.5	8.5	15

AC - Asphalt Concrete in accordance with project specifications

FDR-C: The FDR-C layer is assumed to consist of predominantly aggregate base and subgrade soil blended with cement to achieve a target compressive strength of 300 to 500 psi, although the FDR-C layer may also include asphalt concrete. The section requires proper control of moisture during mixing and compaction per project specifications. In addition, appropriate curing methods and microcracking or other forms of stress relief are required to reduce the potential for excessive shrinkage cracking.

Table No. 8
Design R-value of 45
Asphalt Concrete Pavement Section with FDR-C

Traffic Index	AC Thickness, inches	FDR-C Layer Thickness, inches
11.5	7.0	12

AC - Asphalt Concrete in accordance with project specifications

FDR-C: The FDR-C layer is assumed to consist of predominantly aggregate base and subgrade soil blended with cement to achieve a target compressive strength of 300 to 500 psi, although the FDR-C layer may also include asphalt concrete. The section requires proper control of moisture during mixing and compaction per project specifications. In addition, appropriate curing methods and microcracking or other forms of stress relief are required to reduce the potential for excessive shrinkage cracking.

8.5 Pavement Maintenance

The pavement recommendations assume that proper maintenance will be performed on an as needed basis for longevity and safety. When properly performed, regular maintenance of asphalt concrete pavements can maintain the integrity of the pavements and maximize the serviceable life of the pavement. The following general guidelines have been prepared for future maintenance of the asphalt concrete pavements at this site.

8.5.1 The surface of the pavement should be monitored on a regular basis to review visual distress, adjacent irrigation, surface drainage and performance of prior maintenance activities. At a minimum, regular observations and assessment of the overall pavements should be conducted every 2 to 3 years.

8.5.2 Crack sealing should be conducted on a regular basis to reduce surface water infiltration below the pavements.

8.5.3 Runoff from adjacent properties should be monitored regularly for ponding of water and deterioration of the subgrade strength at the road shoulder or runoff. Areas of ponding water and drainage issues should be corrected expeditiously.

8.5.4 A sealcoat, and crack sealing/patching as required, should be conducted generally about every 3 to 5 years, or as determined based on the results of regular pavement monitoring.

9.0 DESIGN CONSULTATION

9.1 Moore Twining should be retained to review those portions of the contract drawings and specifications that pertain to earthwork, FDR work, and pavement operations prior to finalization to determine whether they are consistent with our recommendations.

9.2 It is the client's responsibility to provide plans and specification documents for our review prior to their issuance for construction bidding purposes.

10.0 CONSTRUCTION MONITORING

10.1 It is recommended that Moore Twining be retained to observe the excavation, earthwork, FDR work, and pavement construction phases of work to determine that the subsurface conditions are compatible with those used in the analysis and design.

10.2 Moore Twining can conduct the necessary observation and field testing to provide results so that action necessary to remedy indicated deficiencies can be taken in accordance with the plans and specifications. Upon completion of the work, a written summary of our observations, field testing and conclusions will be provided regarding the conformance of the completed work to the intent of the plans and specifications. This service is not, however, part of this current contractual agreement.

10.3 In the event that the earthwork operations for this project are conducted such that the construction sequence is not continuous, (or if construction operations disturb the surface soils) it is recommended that the exposed subgrade be tested to verify adequate compaction and/or moisture conditioning. If adequate compaction or moisture contents are not verified, the fill soils should be over-excavated, scarified, moisture conditioned and compacted are recommended in the Recommendations of this report.

10.4 The construction monitoring is an integral part of this investigation. This phase of the work provides Moore Twining the opportunity to verify the subsurface conditions interpolated from the soil borings and make alternative recommendations if the conditions differ from those anticipated.

10.5 If Moore Twining is not retained to provide engineering observation and field-testing services during construction activities related to earthwork, pavements and trenches; then, Moore Twining will not be responsible for compliance of any aspect of the construction with our recommendations or performance of the structures or improvements if the recommendations of this report are not followed. After their review, the firm should, in writing, state that they understand and agree with the conclusions and recommendations of this report and agree to conduct sufficient observations and testing to ensure the construction complies with this report's recommendations. Moore Twining should be notified, in writing, if another firm is selected to conduct observations and field-testing services prior to construction.

11.0 NOTIFICATION AND LIMITATIONS

11.1 The conclusions and recommendations presented in this report are based on the information provided regarding the proposed construction, and the results of the field and laboratory investigation, combined with interpolation of the subsurface conditions between boring locations. The nature and extent of subsurface variations between borings may not become evident until construction.

11.2 If variations or undesirable conditions are encountered during construction, Moore Twining should be notified promptly so that these conditions can be reviewed and our recommendations reconsidered where necessary. It should be noted that unexpected conditions frequently require additional expenditures for proper construction of the project.

11.3 If the proposed construction is relocated or redesigned, or if there is a substantial lapse of time between the submission of our report and the start of work (over 12 months) at the site, or if conditions have changed due to natural cause or construction operations at or adjacent to the site, the conclusions and recommendations contained in this report should be considered invalid unless the changes are reviewed and our conclusions and recommendations modified or approved in writing.

11.4 The conclusions and recommendations contained in this report are valid only for the project discussed in the Anticipated Construction section of this report. The use of the information and recommendations contained in this report for other purposes is not recommended. The entity or entities that use or cause to use this report or any portion thereof for other structures or site not covered by this report shall hold Moore Twining, its officers and employees harmless from any and all claims and provide Moore Twining's defense in the event of a claim.

11.5 This report presents the results of a geotechnical engineering investigation only and should not be construed as an environmental audit or study.

11.6 Our professional services were performed, our findings obtained, and our recommendations prepared in accordance with generally-accepted engineering principles and practices. This warranty is in lieu of all other warranties either expressed or implied.

11.7 Reliance on this report by a third party (i.e., that is not a party to our written agreement) is at the party's sole risk. If the project and/or site are purchased by another party, the purchaser must obtain written authorization and sign an agreement with Moore Twining in order to rely upon the information provided in this report for design or construction of the project.

We appreciate the opportunity to be of service to Fresno County. If you have any questions regarding this report, or if we can be of further assistance, please contact us at your convenience.

Sincerely,

MOORE TWINING ASSOCIATES, INC.
Geotechnical Engineering Division

Read L. Andersen, RGE
Manager

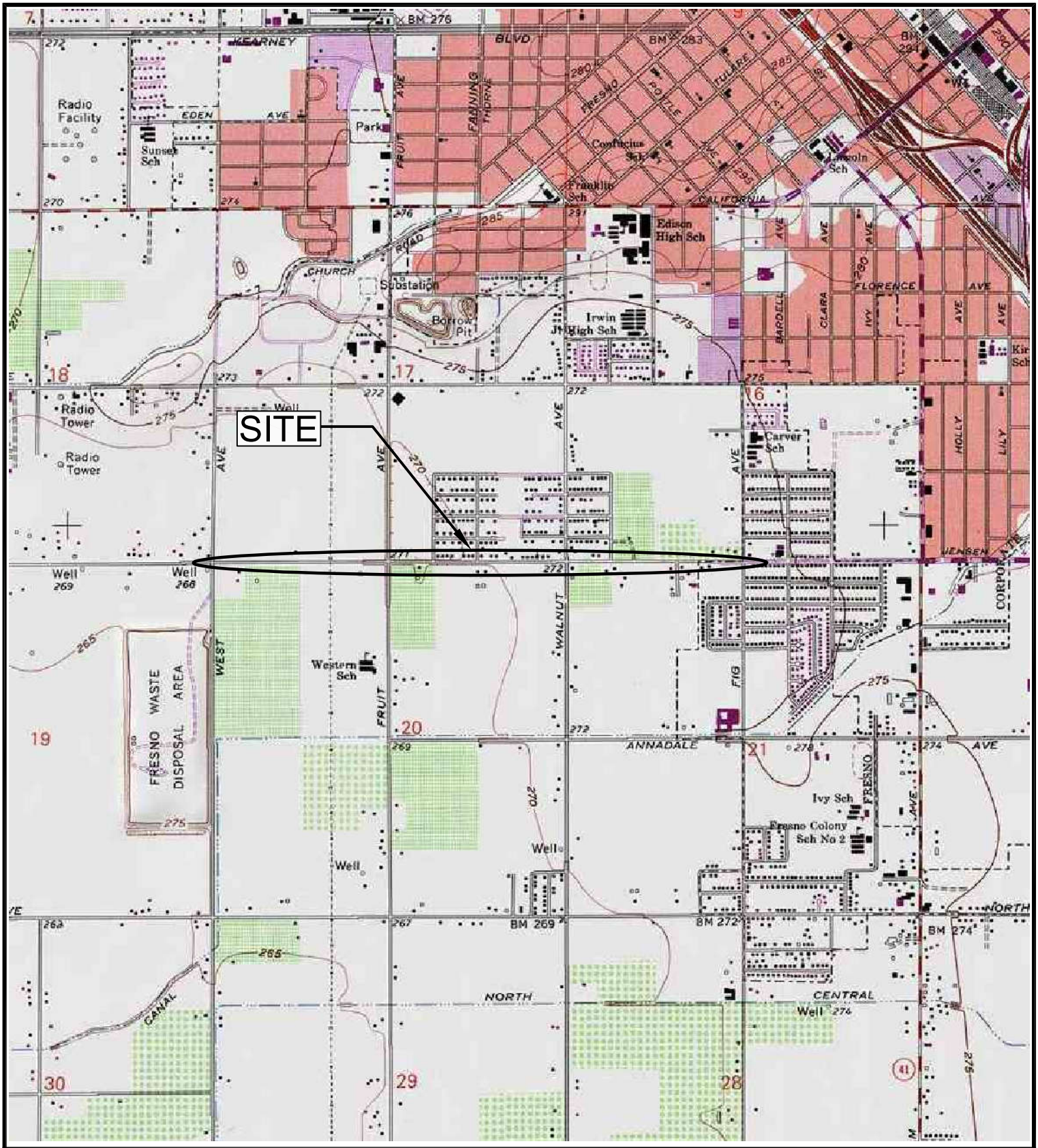


APPENDIX A

DRAWINGS

Drawing No. 1 - Site Location Map

Drawing No. 2 - Core/Boring Location Map



SOURCE: U.S.G.S. TOPOGRAPHIC MAP, 7 ½ MINUTE SERIES
FRESNO SOUTH, CALIFORNIA QUADRANGLE1978, PHOTOREVISED 1980

0 2000
APPROXIMATE SCALE IN FEET

SITE LOCATION MAP
WEST JENSEN AVENUE RECONSTRUCTION
S M.L.K. JR BOULEVARD TO S WEST AVENUE
FRESNO, CALIFORNIA

FILE NO.: 26358-01-01	DATE: 11/06/2023
DRAWN BY: RM	APPROVED BY:
PROJECT NO. A26358.01	DRAWING NO. 1

MOORE TWINING ASSOCIATES, INC.



C-1 CORE / BORING LOCATION

EB EAST BOUND

WB WEST BOUND

N

0 1000

APPROXIMATE SCALE IN FEET

CORE LOCATION MAP
WEST JENSEN AVENUE RECONSTRUCTION
S M.L.K. JR BOULEVARD TO S WEST AVENUE
FRESNO, CALIFORNIA

FILE NO. 26358-01-02	DATE DRAWN: 11/06/2023
DRAWN BY: RM	APPROVED BY:
PROJECT NO. A26358.01	DRAWING NO. 2

MOORE TWINING ASSOCIATES, INC.

APPENDIX B

LOGS OF BORINGS

Multiple cores/borings were conducted at each of the nine (9) sample locations (C-1A through C-9A) in order to obtain sufficient quantities of aggregate base and subgrade soil. This appendix contains the final logs of borings conducted at the first core/boring location at each of the 9 sample locations. Refer to Table No. 1 of the report for the pavement sections encountered at each of the individual core locations. These logs represent our interpretation of the contents of the field logs and the results of the field and laboratory tests.

The logs and related information depict subsurface conditions only at these locations and at the particular time designated on the logs. Soil conditions at other locations may differ from conditions occurring at these test boring locations. Also, the passage of time may result in changes in the soil conditions at these test boring locations.

In addition, an explanation of the abbreviations used in the preparation of the logs and a description of the Unified Soil Classification System are provided at the end of Appendix B.

MOORE TWINING ASSOCIATES, INC.

Test Boring: C-1(A)

Project: Jensen Avenue Reconstruction

Project Number: A26358.01

Drilled By: J.S.

Drill Type: SIMCO SK2400 SK-1

Auger Type: 5" DIAMETER HAND AUGER

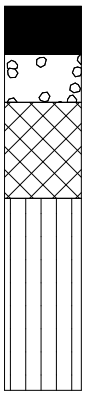
Hammer Type: CAT HEAD

Logged By: Y.A.

Date: 04/28/22

Elevation: N/A

Depth to Groundwater First Encountered During Drilling: N/E

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	USCS	Soil Description	Remarks	N-Values blows/ft.	Moisture Content %
0		AC	Asphalt Concrete = 6.0 inches			
		AB	Pavement Fabric from top= 1- 3/4 inches			
		FILL	Aggregate Base = 6.0 inches	At 1'-2': GRAVEL=7% SAND= 66.8% FINES= 26.2%		5.1
2		ML	SILTY SAND; Moist, fine grained, dark brown with gravel and asphalt debris	At 2'-4': GRAVEL=.3% SAND=47.4 FINES= 52.3% LL= 16 PI= 3		11.0
			NATIVE: SANDY SILT; Moist, low plasticity, dark brown with hard pan soil			
			slight increase in fines			
4			increase in fines content, gray			
			Bottom of boring C-1A at 4 feet BSG			
6						
8						
10						

Notes:

Figure Number

MOORE TWINING ASSOCIATES, INC.

Test Boring: C-2(A)

Project: Jensen Avenue Reconstruction

Project Number: A26358.01

Drilled By: J.S

Drill Type: SIMCO SK2400 SK-1

Auger Type: 5" DIAMETER HAND AUGER

Hammer Type: CAT HEAD

Logged By: Y.A

Date: 04/28/22

Elevation: N/A

Depth to Groundwater First Encountered During Drilling: N/A

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	USCS	Soil Description	Remarks	N-Values blows/ft.	Moisture Content %
0		AC	Asphalt Concrete = 7.2 inches			
			Pavement Fabric From top = 2 inches			
		AB	Aggregate base = 6.5 inches	AB @ 7" - 12": Gravel= 39.8% Sand= 48.8% Fines= 11.4%		
2	50/5	SM	SILTY SAND; Very dense, damp, fine grained, dark brown		>50	
			slight increase in fines content			
4			Bottom of boring C-2A at 4 feet BSG			
6						
8						
10						

Notes:

Figure Number

MOORE TWINING ASSOCIATES, INC.

Test Boring: C-3(A)

Project: Jensen Avenue Reconstruction

Project Number: A26358.01

Drilled By: J.S.

Drill Type: SIMCO SK2400 SK-1

Auger Type: 5" DIAMETER HAND AUGER

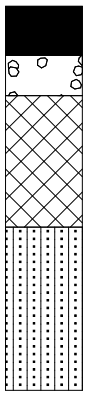
Hammer Type: CAT HEAD

Logged By: Y.A.

Date: 04/29/22

Elevation:

Depth to Groundwater First Encountered During Drilling: N/E

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	USCS	Soil Description	Remarks	N-Values blows/ft.	Moisture Content %
0		AC	Asphalt concrete = 6.2 inches			
		AB	Pavement Fabric from Top = 1-3/4 inches			
		FILL	Aggregate base = 5.0 inches	At 1'- 2': GRAVEL= 9.9% SAND= 60.8% FINES= 29.3%		6.9
2			FILL: SILTY SAND; Damp, fine grained, dark brown with gravel and asphalt debris			
		SM	NATIVE: SILTY SAND; moist, fine grained, dark brown	At 2'-4': GRAVEL=3.7% SAND= 54.4% FINES= 41.9% LL=NV PI=NP		6.9
4			Bottom of boring C-3A at 4 feet BSG			
6						
8						
10						

Notes:

Figure Number

MOORE TWINING ASSOCIATES, INC.

Test Boring: C-4(A)

Project: Jensen Avenue Reconstruction

Project Number: A26358.01

Drilled By: J.S.

Drill Type: SIMCO SK2400 SK-1

Auger Type: 5" DIAMETER HAND AUGER

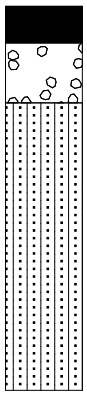
Hammer Type: CAT HEAD

Logged By: Y.A.

Date: 4/29/22

Elevation: N/A

Depth to Groundwater First Encountered During Drilling: N/E

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	USCS	Soil Description	Remarks	N-Values blows/ft.	Moisture Content %
0		AC	Asphalt Concrete = 4.6 inches			
		AB	Aggregate Base = 8.0 inches			
2		SM	SILTY SAND; Medium dense, damp, fine grained, dark brown			
			Increase in gravel content			
4			light brown, increase in fines content			
			Bottom of boring C-4A at 4 feet BSG			
6						
8						
10						

Notes:

Figure Number

MOORE TWINING ASSOCIATES, INC.

Test Boring: C-5(A)

Project: Jensen Avenue Reconstruction

Project Number: A26358.01

Drilled By: J.S.

Drill Type: SIMCO SK2400 SK-1

Auger Type: 5" DIAMETER HAND AUGER

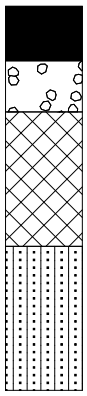
Hammer Type: CAT HEAD

Logged By: Y.A.

Date: 04/29/22

Elevation: N/A

Depth to Groundwater First Encountered During Drilling: N/A

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	USCS	Soil Description	Remarks	N-Values blows/ft.	Moisture Content %
0		AC	Asphalt Concrete = 6.8 inches			
			Pavement Fabric from Top = 2-1/4 inch			
		AB	Aggregate Base= 6.5 inches			
2		FILL	FILL: SILTY SAND; Moist, fine grained, dark brown with asphalt debris			
			Slight increase in fines content			
		SM	NATIVE: SILTY SAND; Moist, fine grained, light brown, with thin lenses of cmeneted hard pan			
4			Bottom of boring C-5A at 4 feet BSG			
6						
8						
10						

Notes:

Figure Number

MOORE TWINING ASSOCIATES, INC.

Test Boring: C-6(A)

Project: Jensen Avenue Reconstruction

Project Number: A26358.01

Drilled By: J.C.

Drill Type: SIMCO SK2400 SK-1

Auger Type: 5" DIAMETER HAND AUGER

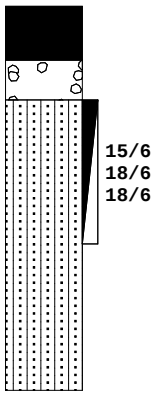
Hammer Type: CAT HEAD

Logged By: Y.A.

Date: 04/29/22

Elevation:

Depth to Groundwater First Encountered During Drilling: NE

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	USCS	Soil Description	Remarks	N-Values blows/ft.	Moisture Content %
0		AC	Asphalt Concrete = 6.7 inches			
		AB	Aggregate Base = 5.0 inches	AB: 7" - 12" GRAVEL=33.6% SAND= 56.6% FINES= 10.8% AT 1' - 2': GRAVEL=.3% SAND= 64.6% FINES= 35.1%	36	9.0
2		SM	SILTY SAND; Dense, fine grained, damp, light brown			
			Increase in fines content			6.9
			Trace gravel			
4			Bottom of boring C-6A at 4 feet BSG			
6						
8						
10						

Notes:

Figure Number

MOORE TWINING ASSOCIATES, INC.

Test Boring: C-7(A)

Project: Jensen Avenue Reconstruction

Project Number: A26358.01

Drilled By: J.S.

Drill Type: SIMCO SK2400 SK-1

Auger Type: 5" DIAMETER HAND AUGER

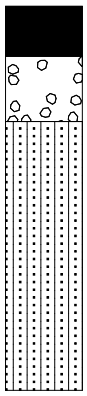
Hammer Type: CAT HEAD

Logged By: Y.A.

Date: 04/29/22

Elevation:

Depth to Groundwater First Encountered During Drilling: N/E

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	USCS	Soil Description	Remarks	N-Values blows/ft.	Moisture Content %
0		AC	Asphalt Concrete = 6.3 inches			
		AB	Pavement Fabric from Top = 2.0 inches Aggregate Base = 8-1/2 inches			
2		SM	SILTY SAND; Moist, fine grained, dark brown with gravel Increase in fines content			
4			Bottom of boring C-7A at 4 feet BSG			
6						
8						
10						

Notes:

Figure Number

MOORE TWINING ASSOCIATES, INC.

Test Boring: C-8(A)

Project: Jensen Avenue Reconstruction

Project Number: A26358.01

Drilled By: J.C.

Drill Type: SIMCO SK2400 SK-1

Auger Type: 5" DIAMETER HAND AUGER

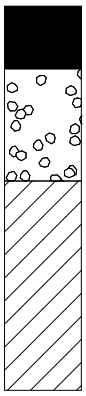
Hammer Type: CAT HEAD

Logged By: Y.A.

Date: 04/29/22

Elevation:

Depth to Groundwater First Encountered During Drilling: N/E

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	USCS	Soil Description	Remarks	N-Values blows/ft.	Moisture Content %
0		AC	Asphalt Concrete = 2.3 inches over pavement fabric, over 4.5 inches of lower strength material with fines (possible cold mix material or oil treated base). About 1 inch deep section of core eroded below fabric and core separated.	At 2'-4'= GRAVEL= 6.5% SAND= 41.6% FINES= 51.9% LL= 23 PI= 10		12.6
2		AB	Aggregate Base = 14.0 inches			
4		CL	SANDY LEAN CLAY; Moist, low to medium plasticity, dark brown with trace gravel light brown with hard pan soil decrease in gravel			
6			Bottom of boring C-8A at 4 feet BSG			
8						
10						

Notes: *Total pavement thickness may differ due to material loss during coring. Core thickness at adjacent C-8B location measured 8-inches thick*

Figure Number

MOORE TWINING ASSOCIATES, INC.

Test Boring: C-9(A)

Project: Jensen Avenue Reconstruction

Project Number: A26358.01

Drilled By: J.S.

Drill Type: SIMCO SK2400 SK-1

Auger Type: 5" DIAMETER HAND AUGER

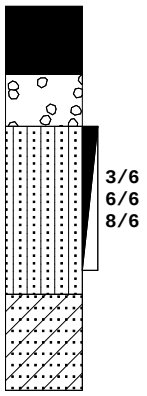
Hammer Type: CAT HEAD

Logged By: Y.A.

Date: 04/29/22

Elevation:

Depth to Groundwater First Encountered During Drilling: N/E

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS AND FIELD TEST DATA	USCS	Soil Description	Remarks	N-Values blows/ft.	Moisture Content %
0		AC	Asphalt Concrete = 2.0 inches over 4.2 inches of lower strength material with fines (possible cold mix) over 2.3 inches of asphalt concrete		14	
		AB	Aggregate Base = 6.5 inches			
2		SM	SILTY SAND; Medium dense, damp, fine grained, dark brown			
		SC	CLAYEY SAND; Moist, fine to medium grained, light brown Thin layer of cemented soil			
4			Bottom of boring C-9A at 4 feet BSG			
6						
8						
10						

Notes:

Figure Number

KEY TO SYMBOLS

Symbol Description

Strata symbols

 Asphalt Concrete

 Aggregate Base

 Fill

 Silt

 Silty Sand

 Lean Clay

 Clayey Sand

Soil Samplers

 Standard penetration test

Notes:

1. Cores were drilled on April 29, 2022, using a Simco SK2400 SK-1 and a 5 inch diameter hand auger.

2. Groundwater was not encountered during drilling. Refer to logs.

3. Core locations were located by pace with reference to the existing site features.

4. These logs are subject to the limitations, conclusions, and recommendations in this report.

5. Results of tests conducted on samples recovered are reported on the logs. Abbreviations used are:

DD =	Natural dry density (pcf)
LL =	Liquid limit (%)
PI =	Plasticity index (%)
-200 =	Percent passing #200 sieve (%)
N/A =	Not applicable
N/E =	None encountered
pcf =	pounds per cubic foot
psf =	pounds per square foot
BSG =	Below Site Grade

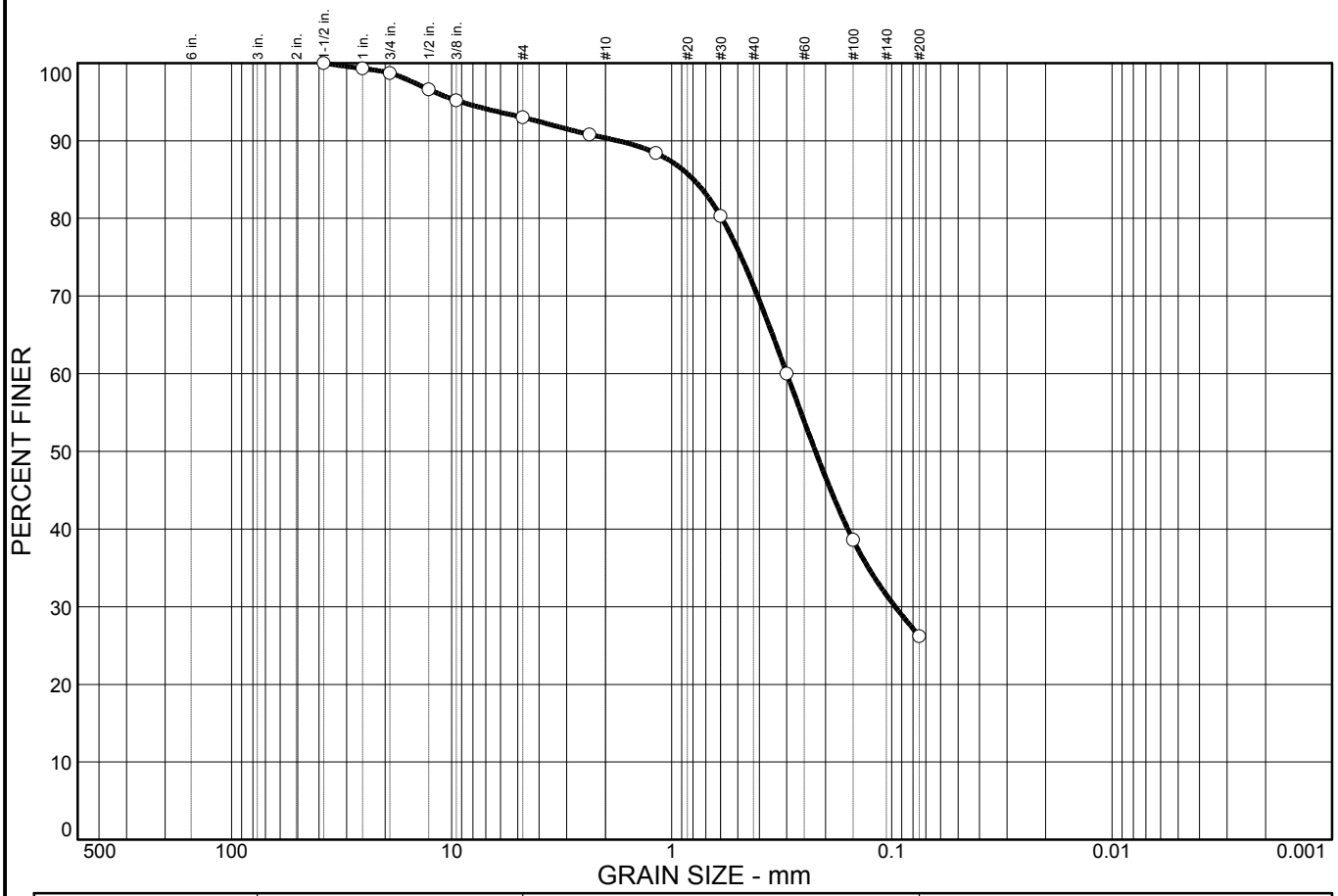
APPENDIX C

RESULTS OF LABORATORY TESTS

This appendix contains the individual results of the following tests. The results of the moisture content and dry density tests are included on the test boring logs in Appendix B. These data, along with the field observations, were used to prepare the final test boring logs in Appendix B.

These Included:	To Determine:
Moisture Content (ASTM D2216)	Moisture contents representative of field conditions at the time the sample was taken.
Grain-Size Distribution (ASTM D422)	Size and distribution of soil particles, i.e., sand, gravel and fines (silt and clay).
Atterberg Limits (ASTM D4318)	Determines the moisture content where the soil behaves as a viscous material (liquid limit) and the moisture content at which the soil reaches a plastic state
R-Value (ASTM D2844)	The capacity of a subgrade or subbase to support a pavement section designed to carry a specified traffic load.
Compressive Strength (ASTM D1633)	Determines the unconfined compressive strength for cement treated soil
Sulfate Content (ASTM D4327)	Percentage of water-soluble sulfate as SO4 in soil samples. Used as an indication of the relative potential for sulfate attack on concrete and for selecting the cement type

Particle Size Distribution Report



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	1.3	5.7	2.6	19.1	45.1	26.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1-1/2 in.	100.0		
1 in.	99.3		
3/4 in.	98.7		
1/2 in.	96.6		
3/8 in.	95.2		
#4	93.0		
#8	90.8		
#16	88.4		
#30	80.3		
#50	60.0		
#100	38.6		
#200	26.2		

* (no specification provided)

Material Description

Silty sand - Fill

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 0.797 D_{60}= 0.300 D_{50}= 0.222
D_{30}= 0.0966 D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= SM AASHTO=

Remarks

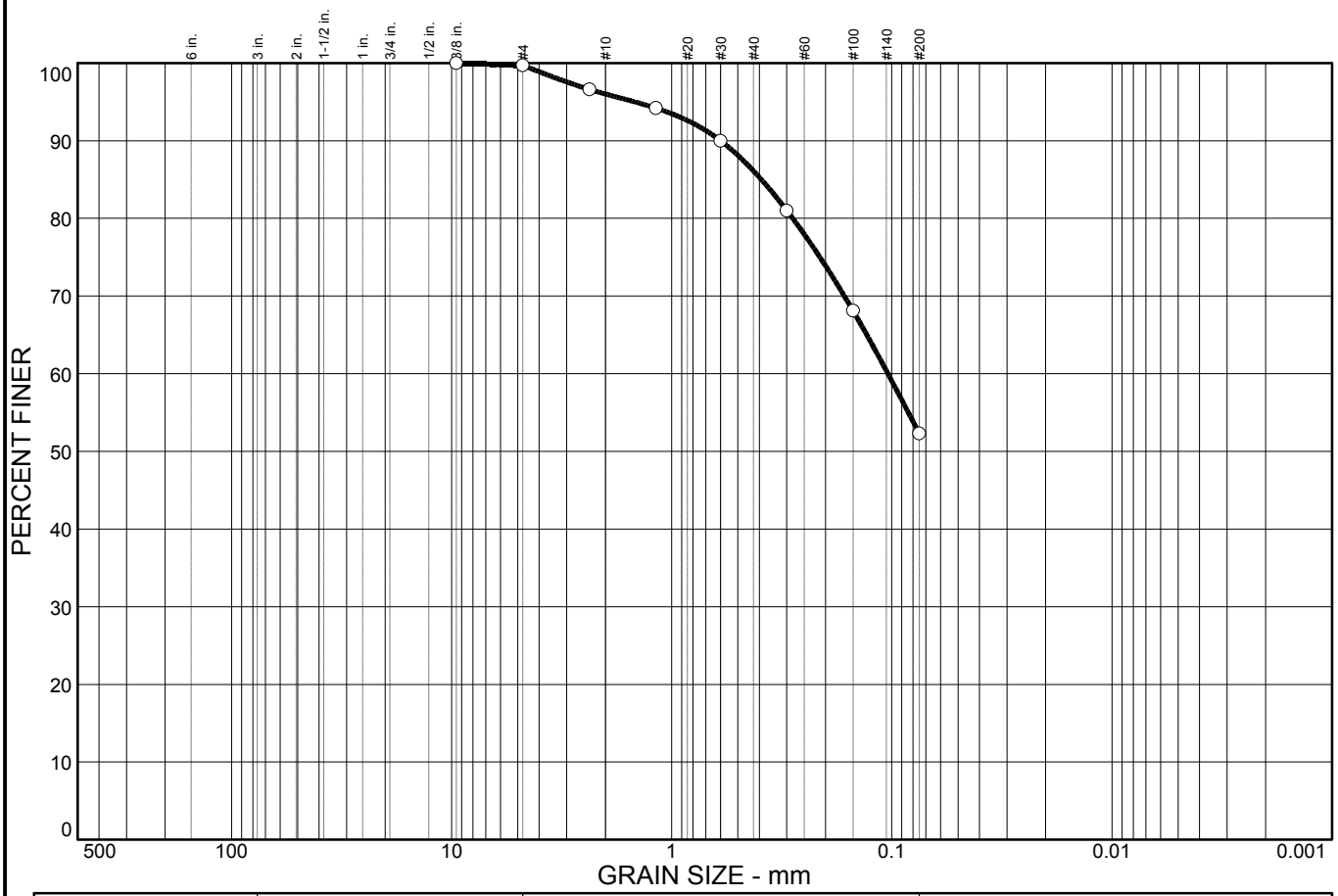
Sample No.: C-1 **Source of Sample:** **Date:** 4/28/22
Location: **Elev./Depth:** 1-2'

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Client:
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Project No: A26358.01 **Figure**

Particle Size Distribution Report



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	0.3	3.7	9.9	33.8	52.3	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8 in.	100.0		
#4	99.7		
#8	96.6		
#16	94.2		
#30	90.0		
#50	81.0		
#100	68.1		
#200	52.3		

* (no specification provided)

Material Description

Sandy silt

Atterberg Limits

PL= 13 LL= 16 PI= 3

Coefficients

D_{85}= 0.392 D_{60}= 0.104 D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= ML AASHTO=

Remarks

Sample No.: C-1 **Source of Sample:** **Date:** 4/28/22
Location: **Elev./Depth:** 2-4'

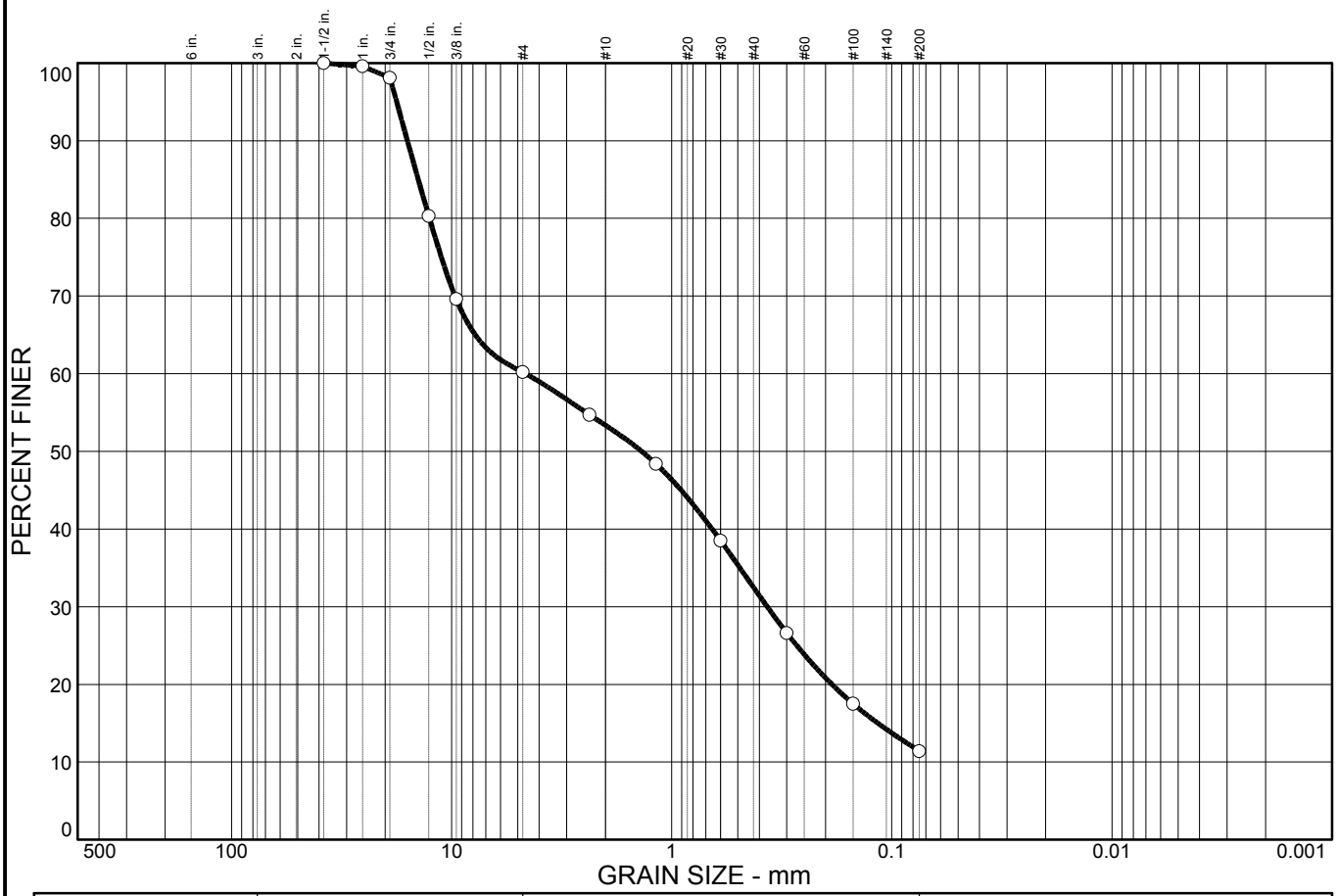
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Project No: A26358.01 **Figure**

Particle Size Distribution Report



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	1.9	37.9	6.8	20.9	21.1	11.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1-1/2 in.	100.0		
1 in.	99.6		
3/4 in.	98.1		
1/2 in.	80.3		
3/8 in.	69.6		
#4	60.2		
#8	54.7		
#16	48.4		
#30	38.5		
#50	26.6		
#100	17.5		
#200	11.4		

* (no specification provided)

Material Description

Aggregate base

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 14.2 D_{60}= 4.61 D_{50}= 1.37
D_{30}= 0.368 D_{15}= 0.116 D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

Sample No.: C-2 **Source of Sample:** **Date:** 4/28/22
Location: **Elev./Depth:**

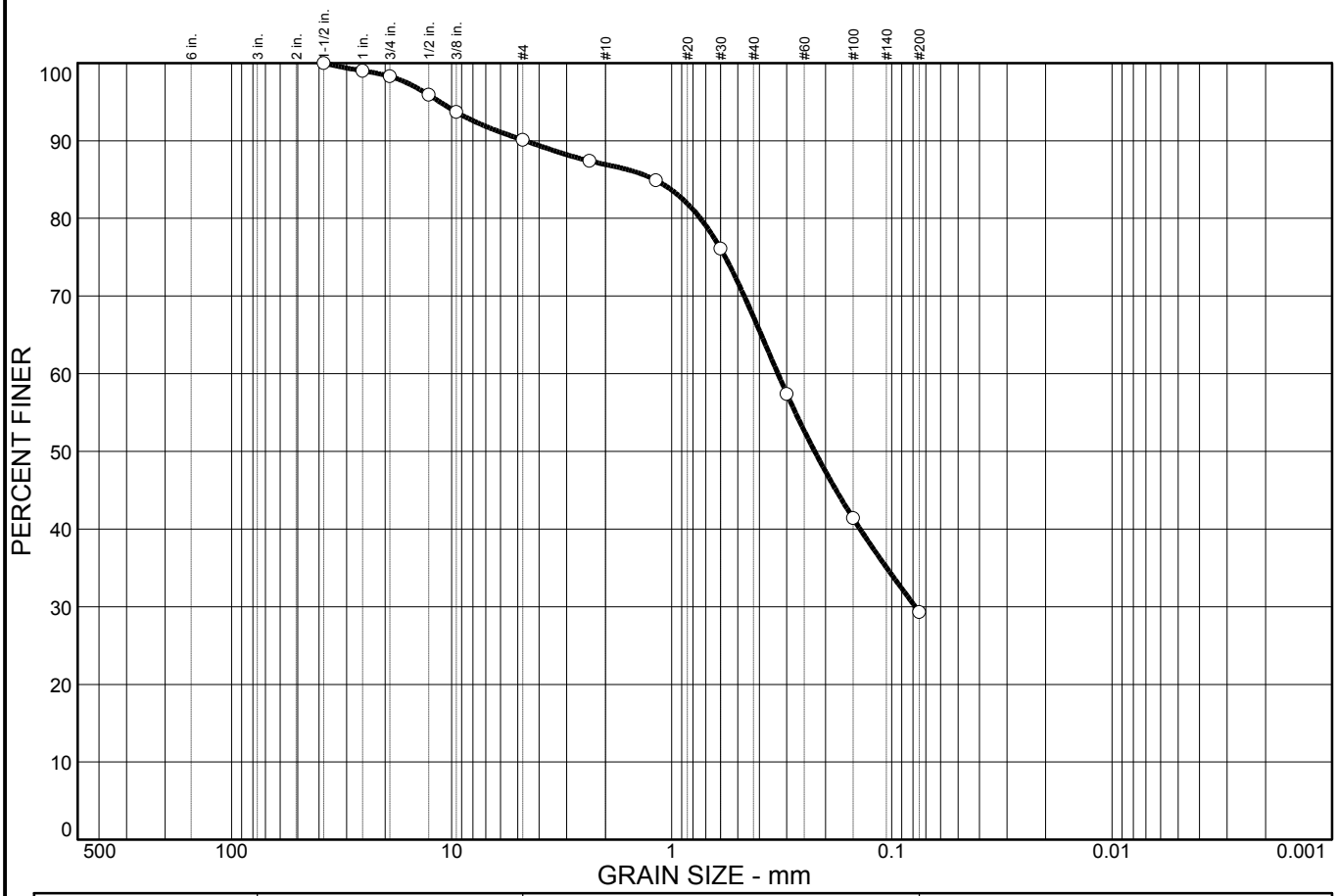
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Client:
Project: Jensen Ave. Reconstruction

Project No: A26358.01 **Figure**

Particle Size Distribution Report



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	1.7	8.2	3.1	19.6	38.1	29.3	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1-1/2 in.	100.0		
1 in.	99.0		
3/4 in.	98.3		
1/2 in.	95.9		
3/8 in.	93.7		
#4	90.1		
#8	87.4		
#16	84.9		
#30	76.1		
#50	57.4		
#100	41.4		
#200	29.3		

* (no specification provided)

Material Description

Silty sand

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 1.20 D_{60}= 0.329 D_{50}= 0.224
D_{30}= 0.0783 D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= SM AASHTO=

Remarks

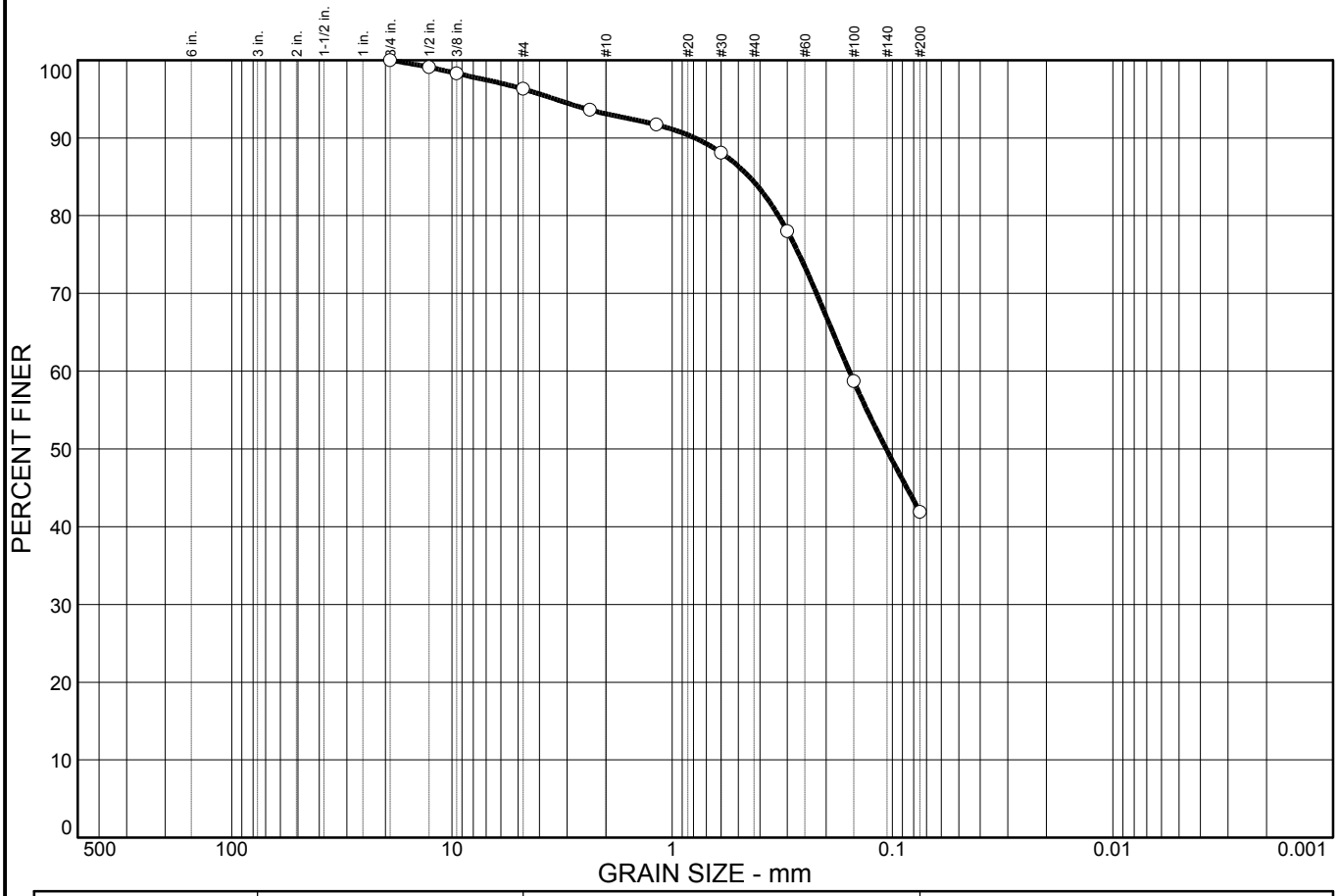
Sample No.: C-3 **Source of Sample:** **Date:** 4/28/22
Location: **Elev./Depth:** 0.93-2'

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Project No: A26358.01 **Figure**

Particle Size Distribution Report



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	3.7	3.2	8.8	42.4	41.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/4 in.	100.0		
1/2 in.	99.1		
3/8 in.	98.3		
#4	96.3		
#8	93.6		
#16	91.7		
#30	88.1		
#50	78.0		
#100	58.7		
#200	41.9		

* (no specification provided)

Material Description

Silty sand

Atterberg Limits

PL= NP LL= NV PI= NP

Coefficients

D_{85}= 0.447 D_{60}= 0.157 D_{50}= 0.107
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= SM AASHTO=

Remarks

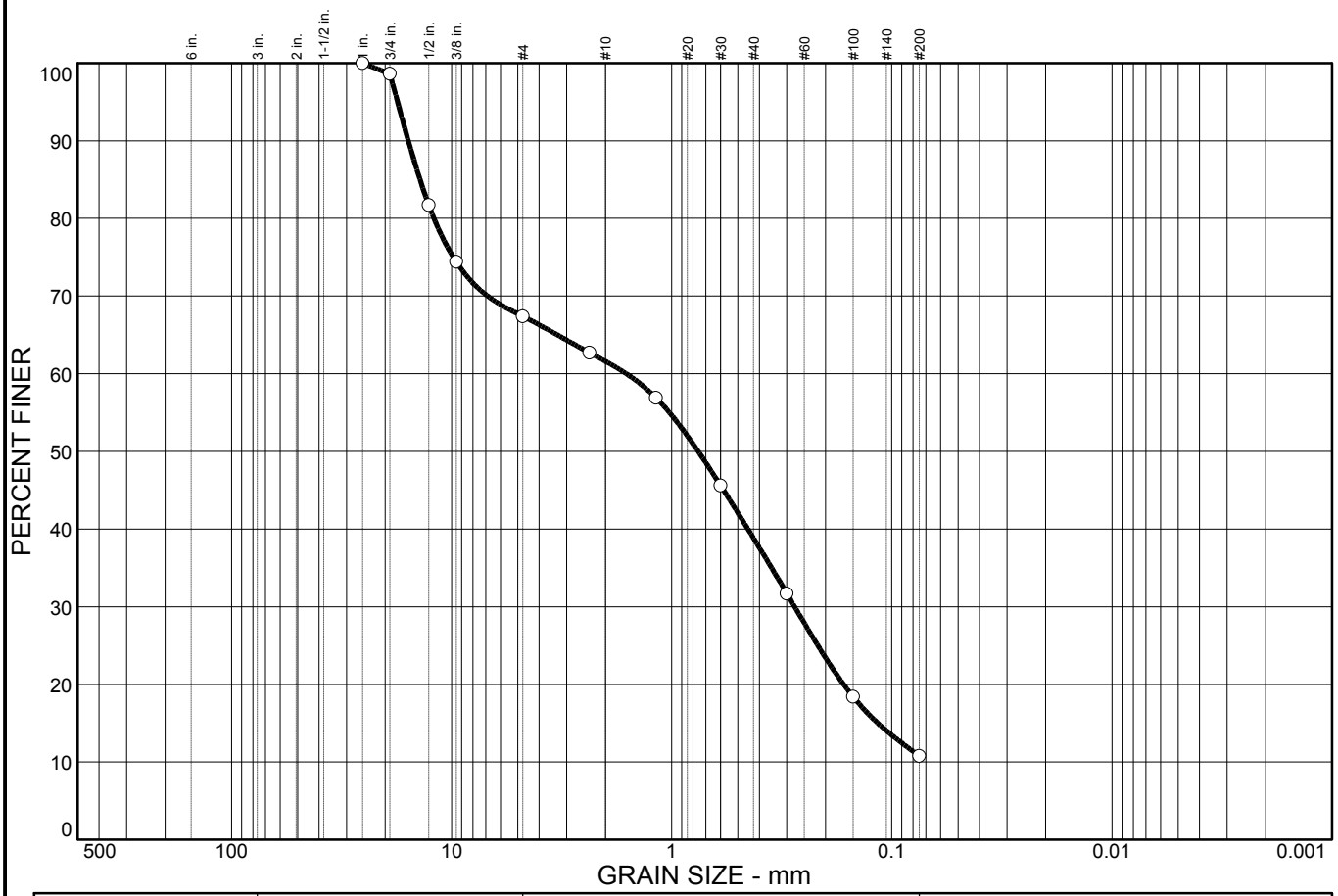
Sample No.: C-3 **Source of Sample:** **Date:** 4/28/22
Location: **Elev./Depth:** 2-4'

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Particle Size Distribution Report



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	1.4	31.2	5.8	22.8	28.0	10.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1 in.	100.0		
3/4 in.	98.6		
1/2 in.	81.7		
3/8 in.	74.4		
#4	67.4		
#8	62.7		
#16	56.9		
#30	45.6		
#50	31.7		
#100	18.4		
#200	10.8		

* (no specification provided)

Material Description

Aggregate base

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 13.9 D_{60}= 1.61 D_{50}= 0.758
D_{30}= 0.277 D_{15}= 0.116 D_{10}=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

Sample No.: C-6 **Source of Sample:** **Date:** 4/28/22
Location: **Elev./Depth:**

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Client:
Project: Jensen Ave. Reconstruction

Project No: A26358.01 **Figure**

Particle Size Distribution Report



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	0.0	0.3	0.4	11.7	52.5	35.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8 in.	100.0		
#4	99.7		
#8	99.3		
#16	98.7		
#30	93.6		
#50	77.5		
#100	49.4		
#200	35.1		

* (no specification provided)

Material Description

Silty sand

Atterberg Limits

PL= LL= PI=

Coefficients

D_{85}= 0.382 D_{60}= 0.197 D_{50}= 0.153
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= SM AASHTO=

Remarks

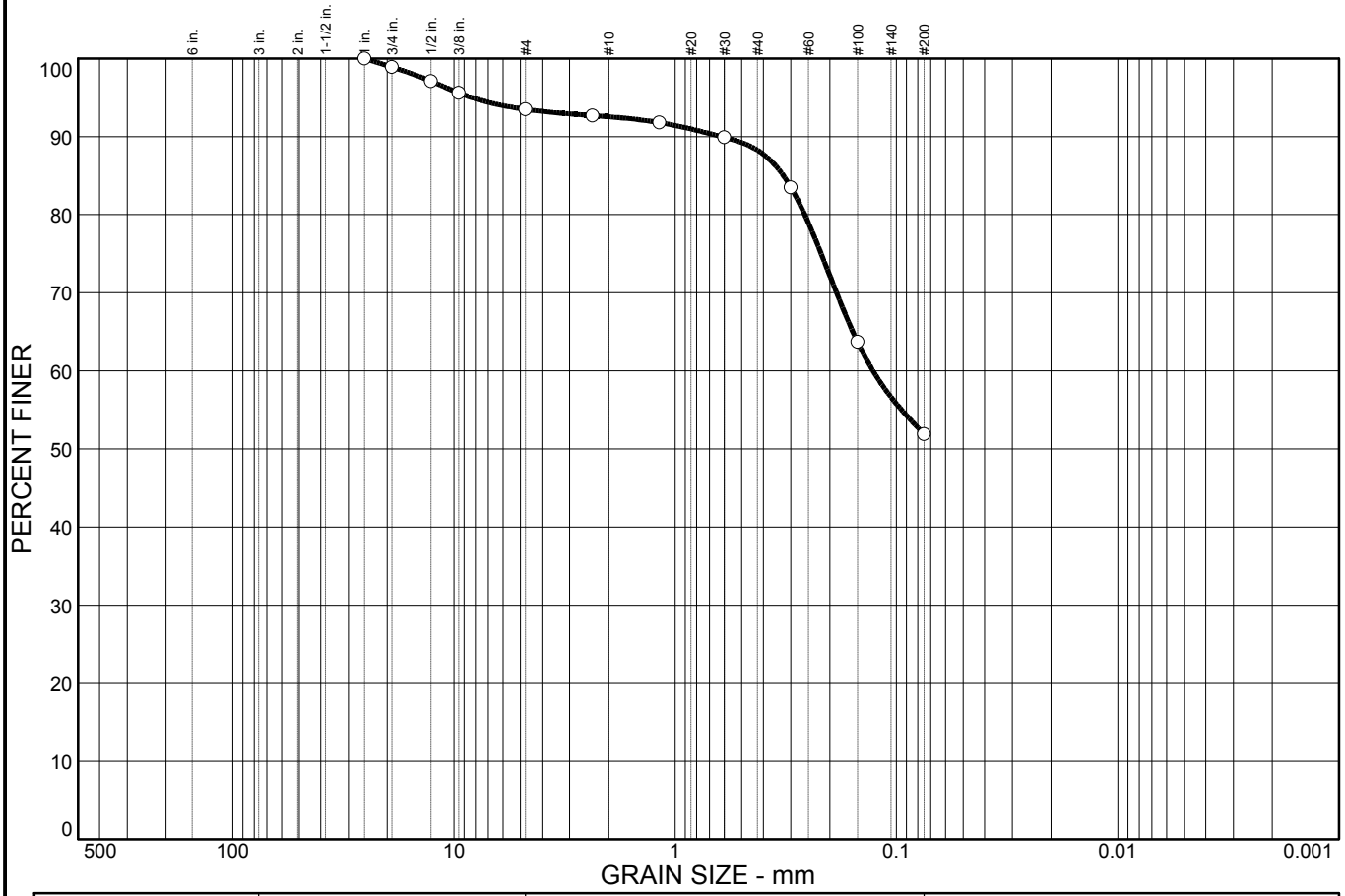
Sample No.: C-6 **Source of Sample:** **Date:** 4/28/22
Location: **Elev./Depth:** 1-2'

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Project No: A26358.01 **Figure**

Particle Size Distribution Report



% COBBLES	% GRAVEL		% SAND			% FINES	
	CRS.	FINE	CRS.	MEDIUM	FINE	SILT	CLAY
0.0	1.1	5.4	1.0	4.3	36.3	51.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1 in.	100.0		
3/4 in.	98.9		
1/2 in.	97.1		
3/8 in.	95.6		
#4	93.5		
#8	92.7		
#16	91.8		
#30	89.9		
#50	83.5		
#100	63.7		
#200	51.9		

* (no specification provided)

Material Description

Sandy lean clay

Atterberg Limits

PL= 13 LL= 23 PI= 10

Coefficients

D_{85}= 0.324 D_{60}= 0.128 D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= CL AASHTO=

Remarks

Sample No.: C-8 **Source of Sample:** **Date:** 4/28/22
Location: **Elev./Depth:** 2-4'

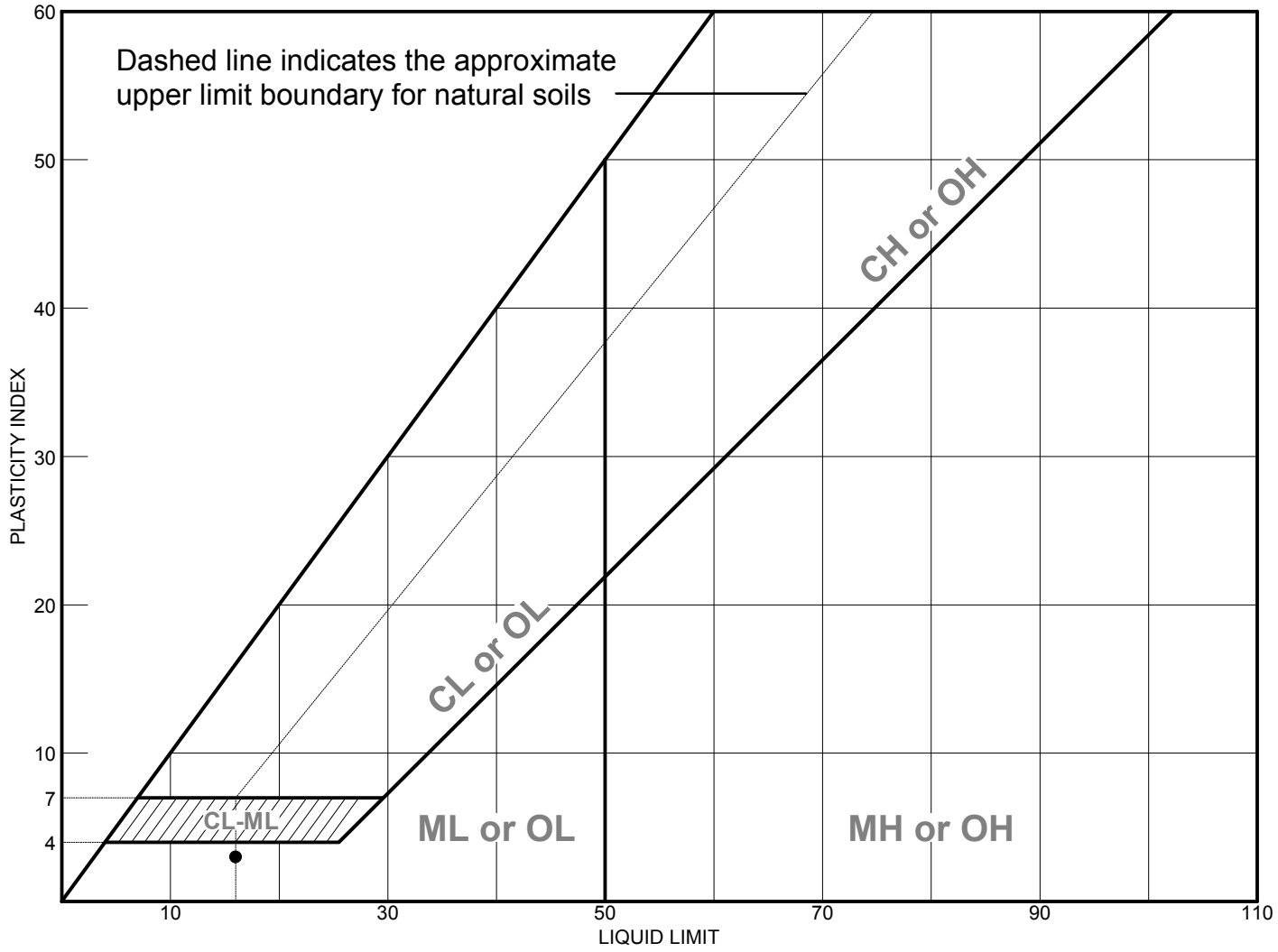
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Client:
Project: Jensen Ave. Reconstruction

Project No: A26358.01 **Figure**

LIQUID AND PLASTIC LIMITS TEST REPORT



	MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
●	Sandy silt	16	13	3	86.1	52.3	ML

Project No. A26358.01 **Client:**

Project: Jensen Ave. Reconstruction

● **Source:** **Sample No.:** C-1 **Elev./Depth:** 2-4'

Remarks:

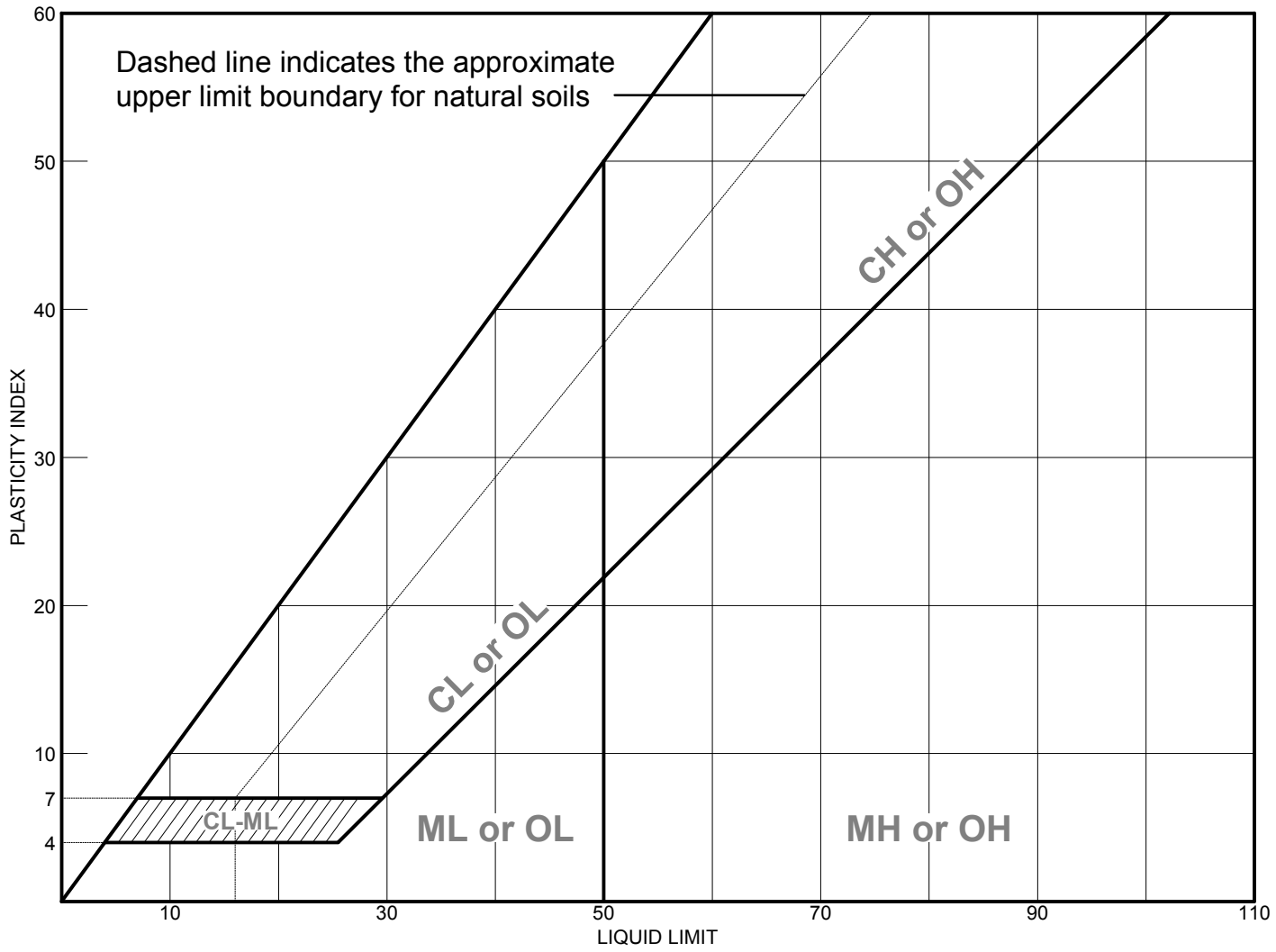
●

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Figure

LIQUID AND PLASTIC LIMITS TEST REPORT



	MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
●	Silty sand	NV	NP	NP	84.3	41.9	SM

Project No. A26358.01 **Client:**

Project: Jensen Ave. Reconstruction

● **Source:** **Sample No.:** C-3 **Elev./Depth:** 2-4'

Remarks:

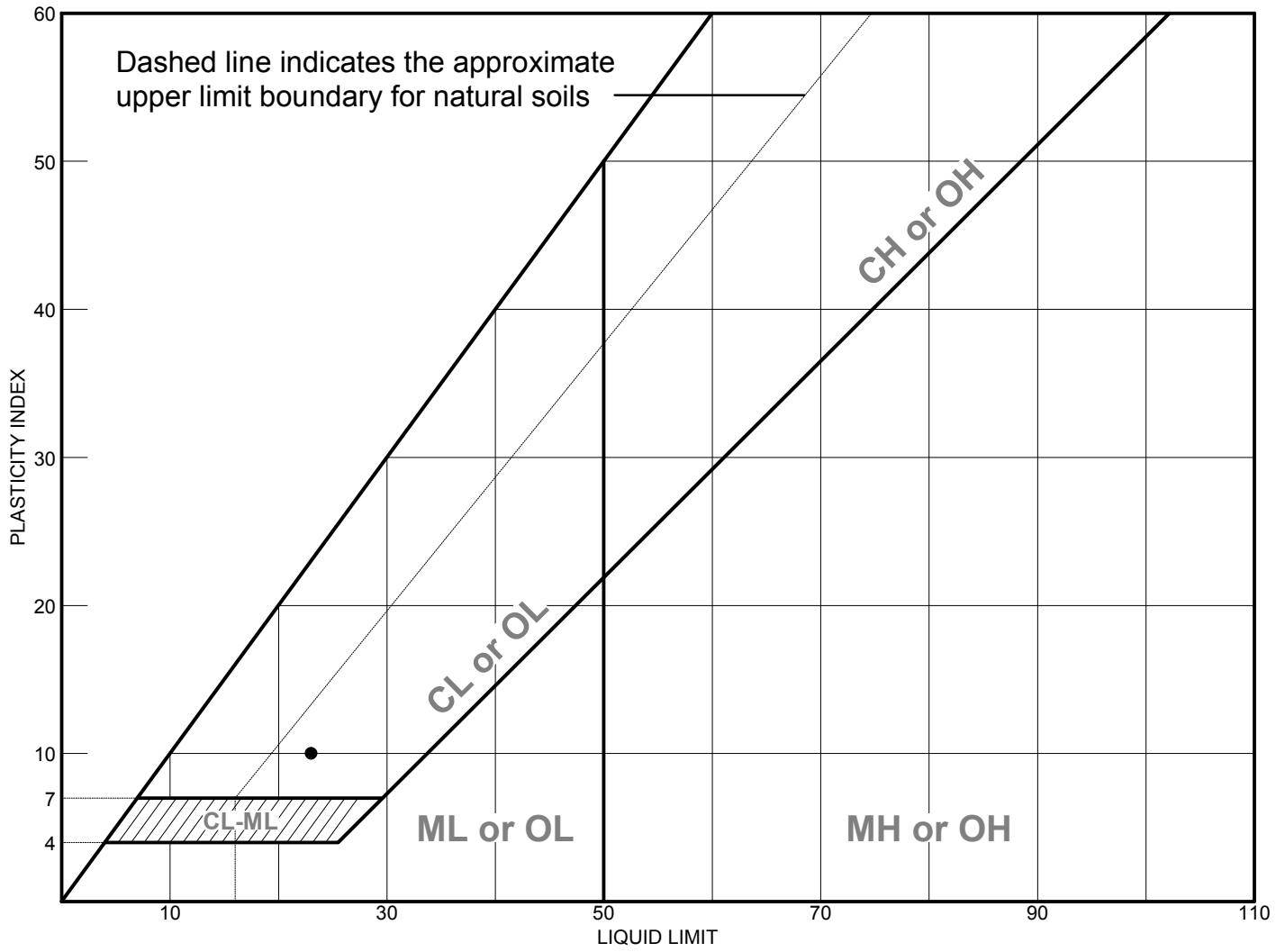
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Figure

LIQUID AND PLASTIC LIMITS TEST REPORT



	MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
●	Sandy lean clay	23	13	10	88.3	51.9	CL

Project No. A26358.01 **Client:**

Project: Jensen Ave. Reconstruction

● **Source:** **Sample No.:** C-8 **Elev./Depth:** 2-4'

Remarks:

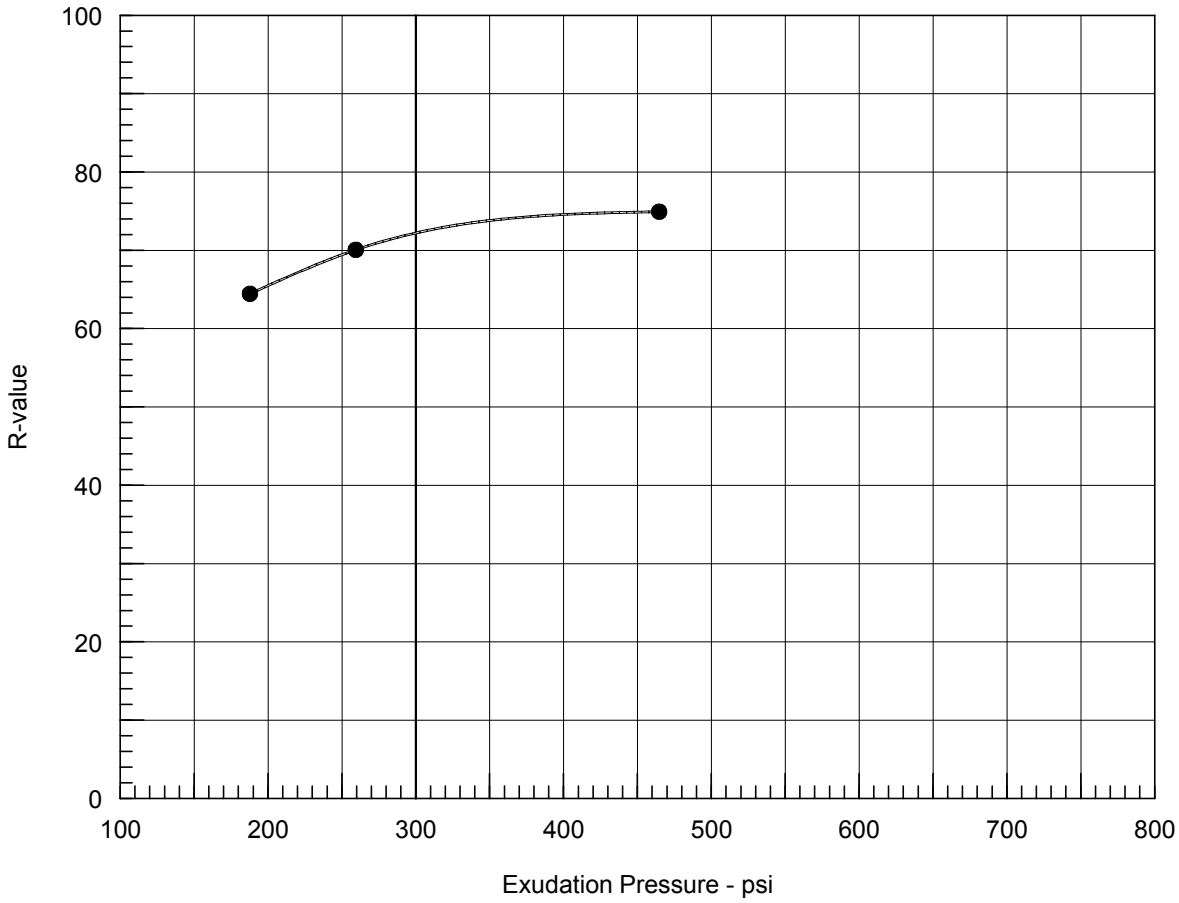
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Figure

R-VALUE TEST REPORT



Resistance R-Value and Expansion Pressure - ASTM D 2844

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	350	129.3	7.8	0.00	22	2.55	465	75	75
2	290	126.8	8.9	0.00	33	2.60	188	62	64
3	350	128.3	8.3	0.00	28	2.57	259	69	70

Test Results	Material Description
R-value at 300 psi exudation pressure = 72	Silty sand - Fill

Project No.: A26358.01
Project: Jensen Ave. Reconstruction
Sample Number: C-1 **Depth:** 1-2'
Date: 5/18/2022

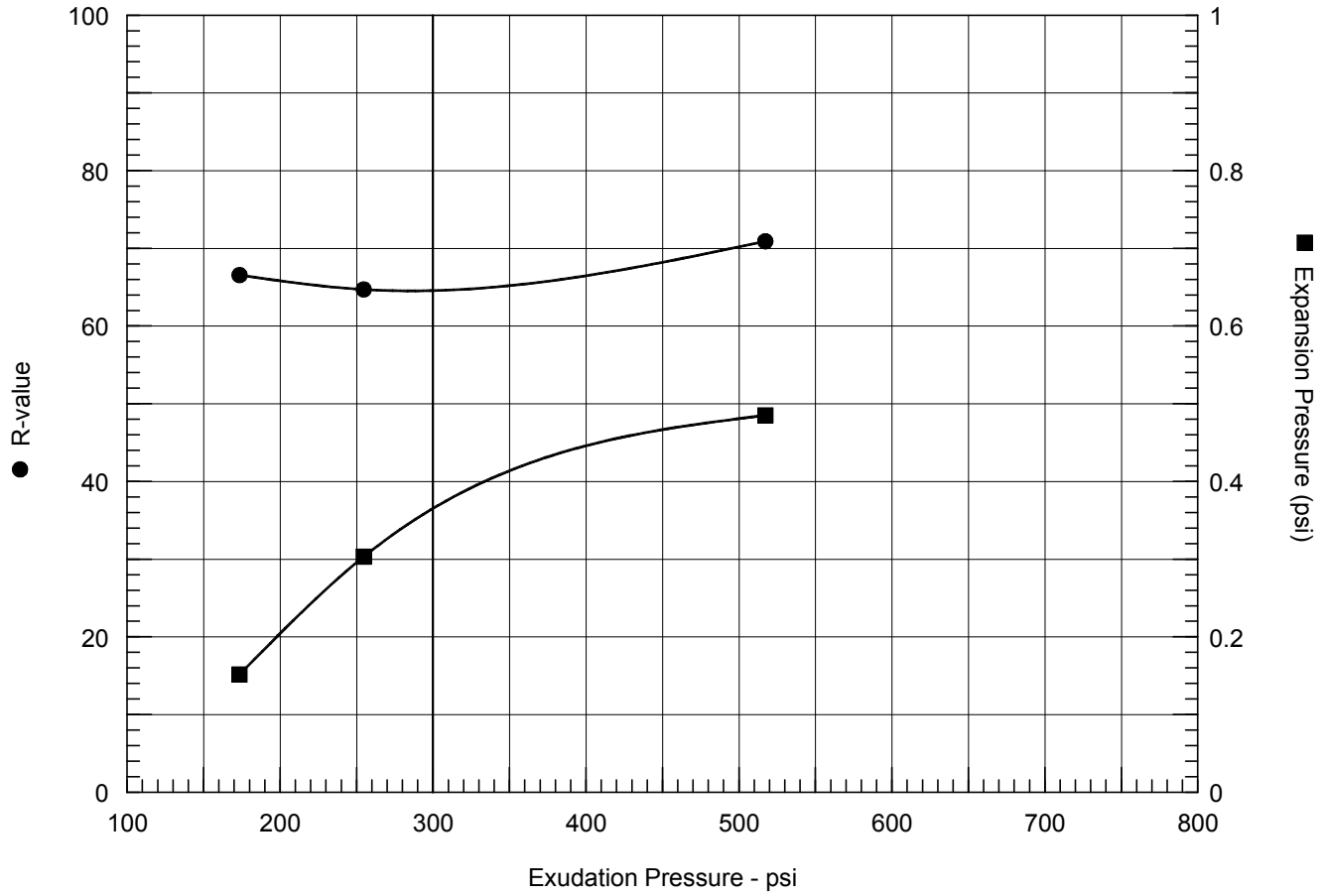
Tested by: MP
Checked by: MS
Remarks:

R-VALUE TEST REPORT

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Figure N/A

R-VALUE TEST REPORT



Resistance R-Value and Expansion Pressure - ASTM D 2844

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	350	119.2	11.3	0.15	32	2.60	173	64	67
2	350	120.2	11.6	0.30	35	2.58	255	63	65
3	350	121.1	10.9	0.49	27	2.56	517	70	71

Test Results	Material Description
R-value at 300 psi exudation pressure = 65 **Exp. pressure at 300 psi exudation pressure =** 0.37 psi	Sandy silt

Project No.: A26358.01
Project: Jensen Ave. Reconstruction
Sample Number: C-1 **Depth:** 2-4'
Date: 5/17/2022

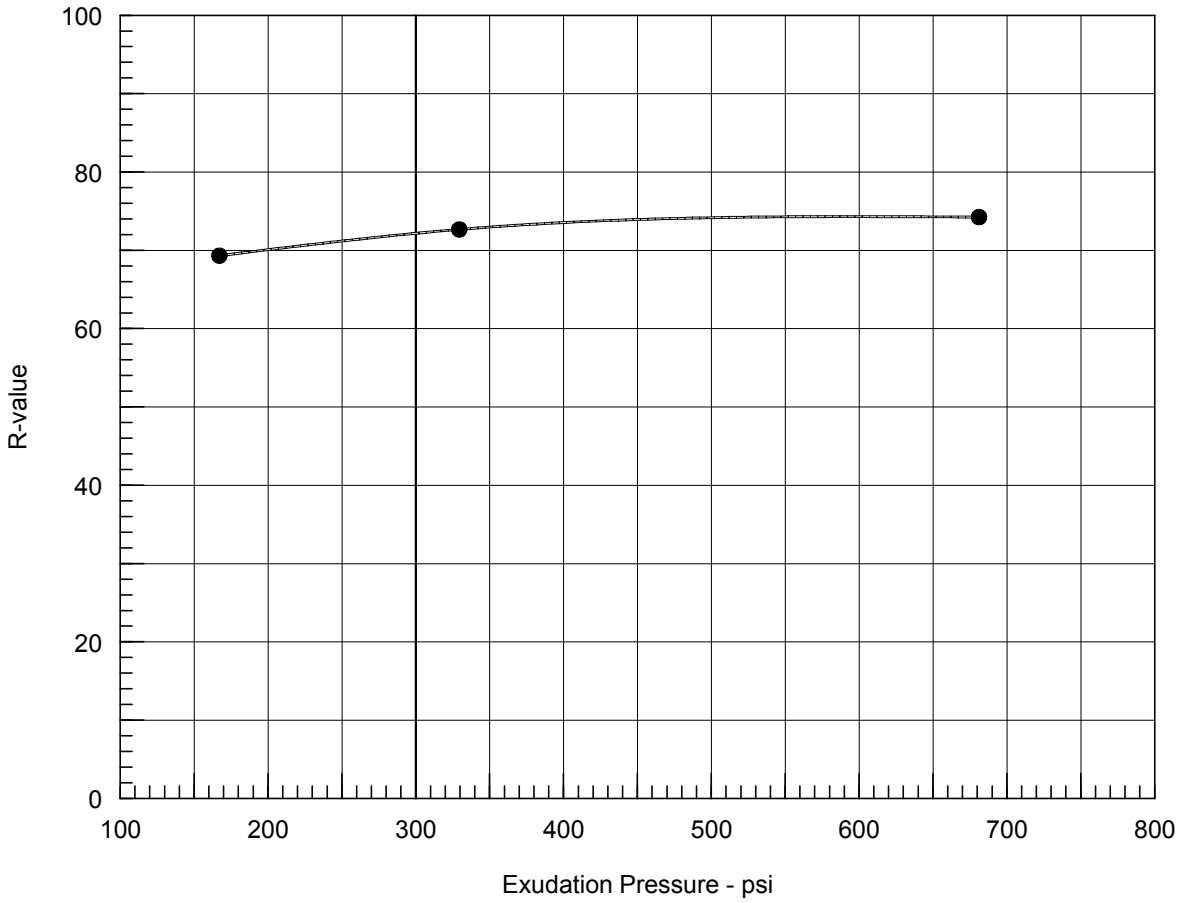
Tested by: MP
Checked by: MS
Remarks:

R-VALUE TEST REPORT

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Figure N/A

R-VALUE TEST REPORT



Resistance R-Value and Expansion Pressure - ASTM D 2844

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	350	130.1	6.7	0.00	18	2.33	681	77	74
2	350	132.6	7.3	0.00	20	2.40	329	74	73
3	350	132.9	7.8	0.00	23	2.38	167	72	69

Test Results	Material Description
R-value at 300 psi exudation pressure = 72	Aggregate base

Project No.: A26358.01
Project: Jensen Ave. Reconstruction
Sample Number: C-2

Date: 5/17/2022

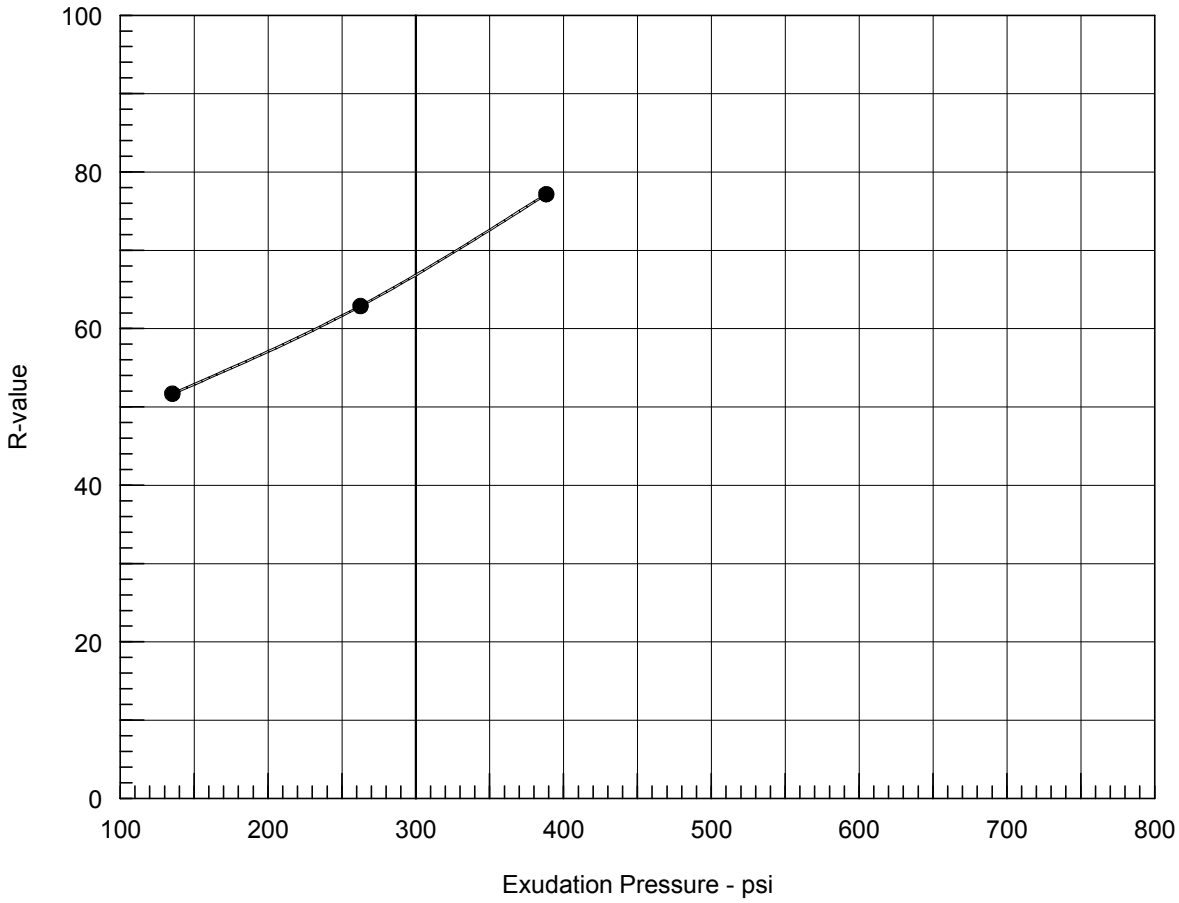
Tested by: MP
Checked by: MS
Remarks:

R-VALUE TEST REPORT

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Figure N/A

R-VALUE TEST REPORT



Resistance R-Value and Expansion Pressure - ASTM D 2844

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	310	123.9	9.9	0.00	43	2.50	135	52	52
2	350	127.4	8.4	0.00	20	2.43	388	78	77
3	350	126.4	9.1	0.00	34	2.45	263	63	63

Test Results	Material Description
R-value at 300 psi exudation pressure = 67	Silty sand

Project No.: A26358.01
Project: Jensen Ave. Reconstruction
Sample Number: C-3 **Depth:** 2-4'

Date: 5/18/2022

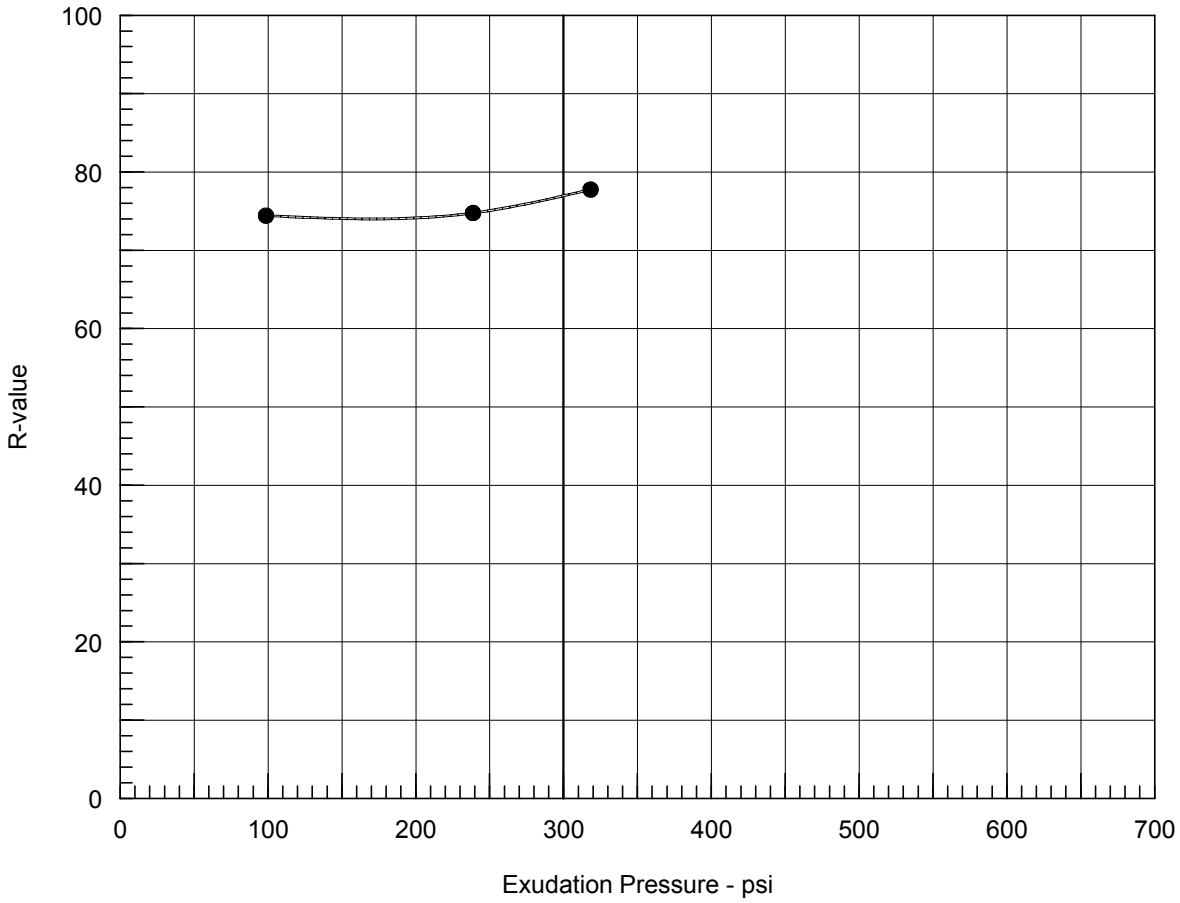
Tested by: MP
Checked by: MS
Remarks:

R-VALUE TEST REPORT

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Figure N/A

R-VALUE TEST REPORT



Resistance R-Value and Expansion Pressure - ASTM D 2844

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	350	133.4	8.6	0.00	20	2.36	99	77	74
2	350	242.9	7.6	0.00	19	2.53	318	78	78
3	350	131.3	8.0	0.00	20	2.52	239	75	75

Test Results	Material Description
R-value at 300 psi exudation pressure = 77	Aggregate base

Project No.: A26358.01
Project: Jensen Ave. Reconstruction
Sample Number: C-6

Date: 5/17/2022

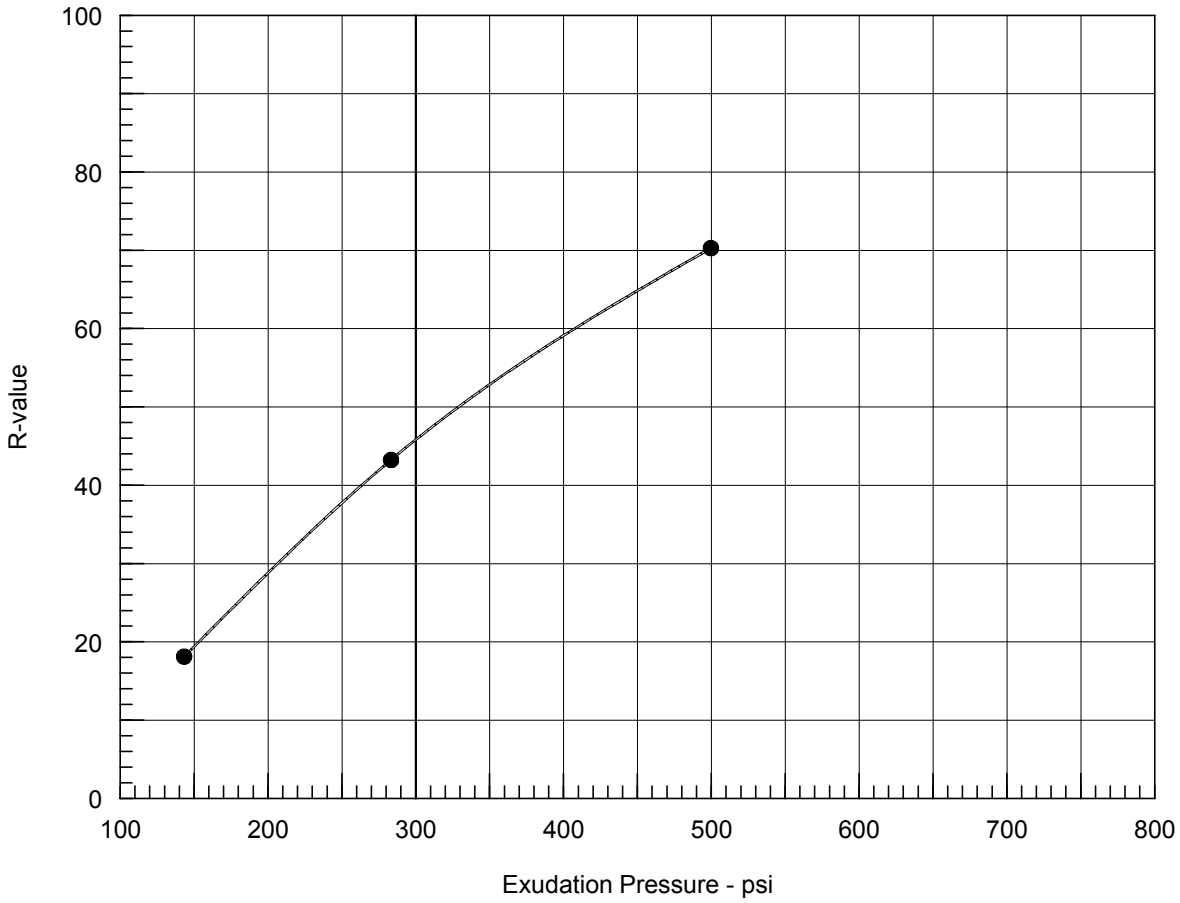
Tested by: MP
Checked by: MS
Remarks:

R-VALUE TEST REPORT

Moore Twining Associates, Inc.

Figure N/A

R-VALUE TEST REPORT



Resistance R-Value and Expansion Pressure - ASTM D 2844

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	80	127.4	10.9	0.00	108	2.41	143	19	18
2	210	130.5	9.8	0.00	65	2.46	283	43	43
3	350	132.3	8.3	0.00	27	2.43	500	72	70

Test Results	Material Description
R-value at 300 psi exudation pressure = 46	Silty sand

Project No.: A26358.01
Project: Jensen Ave. Reconstruction
Sample Number: C-6 **Depth:** 1-2'
Date: 5/18/2022

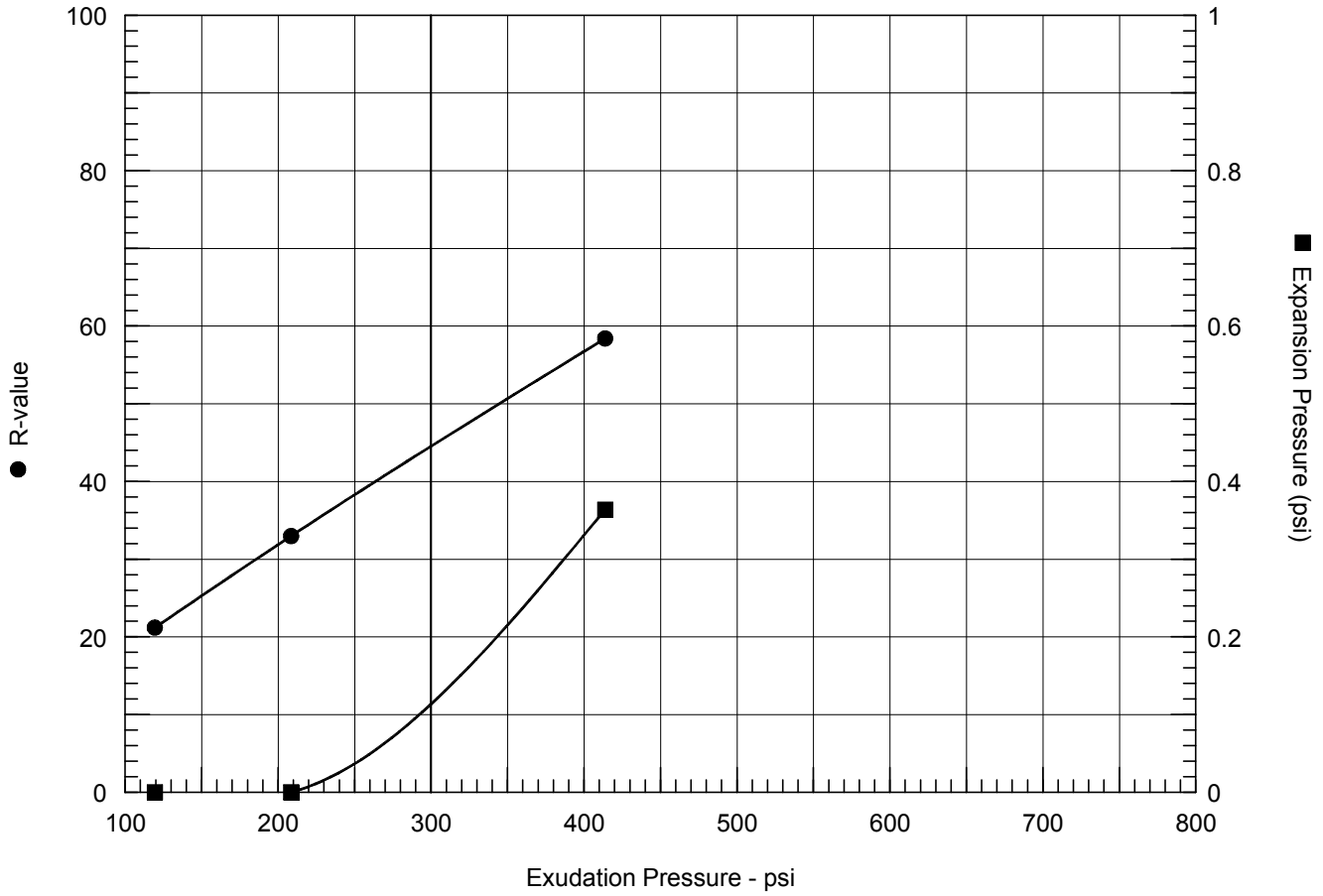
Tested by: MP
Checked by: MS
Remarks:

R-VALUE TEST REPORT

Moore Twining Associates, Inc.

Figure N/A

R-VALUE TEST REPORT



Resistance R-Value and Expansion Pressure - ASTM D 2844

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	50	122.4	11.9	0.00	99	2.47	119	21	21
2	350	128.2	9.4	0.36	37	2.36	414	62	58
3	100	125.2	10.9	0.00	75	2.42	208	35	33

Test Results	Material Description
R-value at 300 psi exudation pressure = 45 **Exp. pressure at 300 psi exudation pressure =** 0.11 psi	Silty sand

Project No.: A26358.01
Project: Jensen Ave. Reconstruction
Sample Number: C-6 **Depth:** 2-4'
Date: 5/17/2022

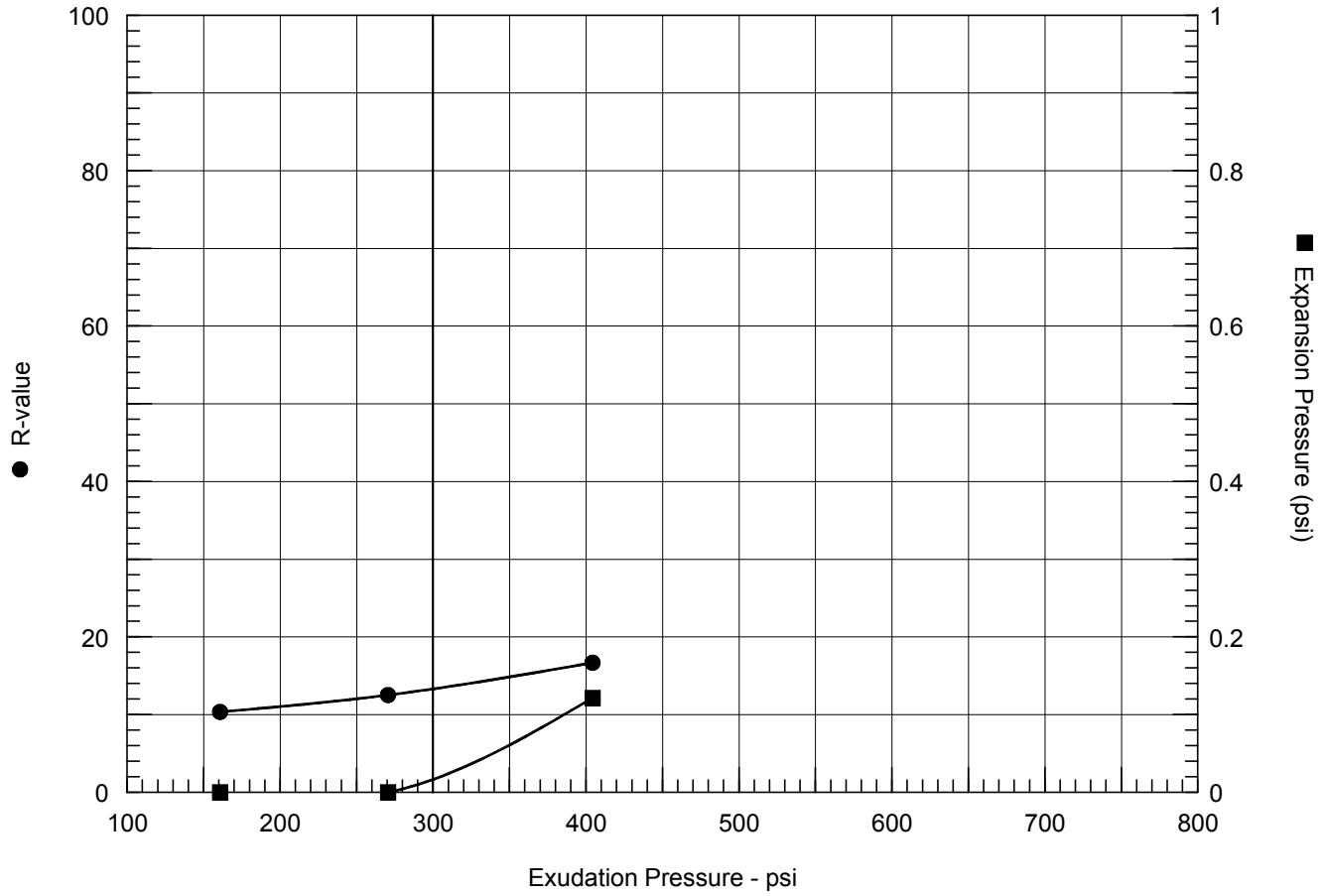
Tested by: MP
Checked by: MS
Remarks:

R-VALUE TEST REPORT

Moore Twining Associates, Inc.

Figure NA

R-VALUE TEST REPORT



Resistance R-Value and Expansion Pressure - ASTM D 2844

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	25	119.4	13.9	0.00	129	2.49	161	10	10
2	40	121.9	12.8	0.00	126	2.44	271	13	13
3	70	124.6	11.9	0.12	118	2.38	404	18	17

Test Results	Material Description
R-value at 300 psi exudation pressure = 13 **Exp. pressure at 300 psi exudation pressure =** 0.02 psi	Sandy lean clay

Project No.: A26358.01
Project: Jensen Ave. Reconstruction
Sample Number: C-8 **Depth:** 2-4'
Date: 5/19/2022

Tested by: MP
Checked by: MS
Remarks:

R-VALUE TEST REPORT

Moore Twining Associates, Inc.

Figure N/A

MOORE TWINING ASSOCIATES, INC.

Project Name:	Jensen Avenue Reconstruction	Report Date:	6/2/2023
		Cast Date:	5/23/2023
Project No.:	A26358.01		

LABORATORY MATERIALS TESTING REPORT

Unconfined Compressive Strength for Soil Cement Cylinders - ASTM D-1633

Sample ID:	23-264#1		Date Sampled:	Various
Material Type:	Cement Treated Soil		Date Tested	6/2/2023
Sample Location:	C-3 @ 0.93-2' & C-4 @ 1-2' Composite			
Sampled By:	YA			
Tested By:	Michael S.			

		Load, lbs	Compressive Strength, psi	Moisture at Compaction, %
% Cement:	3%	3457	275	9.5
Single specimen				
No Soak	4%	4065	324	8.9
	4%	4226	336	
Average:			330	
w/4hr soak	4%	4764	379	8.9
Single specimen				
	5%	4280	341	9.0
	5%	4764	379	
Average:			360	

Remarks:

Unconfined Compressive Strength specimens were sealed and oven cured at 105 °F for 7 days and with no soaking prior to testing, unless noted otherwise.
Unconfined Compressive Strength specimens were tested in accordance with ASTM D-1633.

PH: 559.268.7021
FX: 559.268.7126
2527 Fresno Street
Fresno, CA 93721

MOORE TWINING ASSOCIATES, INC.

Project Name:	Jensen Avenue Reconstruction	Report Date:	6/2/2023
		Cast Date:	5/23/2023
Project No.:	A26358.01		

LABORATORY MATERIALS TESTING REPORT

Unconfined Compressive Strength for Soil Cement Cylinders - ASTM D-1633

Sample ID:	23-264 #2		Date Sampled:	Various
Material Type:	Cement Treated Soil		Date Tested	6/2/2023
Sample Location:	C-8 Soil @ 2-4' (40%), & C-8 Agg. Base (60%) - Composite			
Sampled By:	YA			
Tested By:	Michael S.			

		Load, lbs	Compressive Strength, psi	Moisture at Compaction, %
% Cement:	3%	4418	352	8.5
	3%	5581	444	
Average:			398	
	4%	6433	512	8.3
	4%	5650	450	
Average:			481	
w/4hr soak	4%	7259	578	9.0
	5%	8650	689	7.9
	5%	7259	578	
Average:			633	

Remarks:

Unconfined Compressive Strength specimens were sealed and oven cured at 105 °F for 7 days and with no soaking prior to testing, unless noted otherwise.

Unconfined Compressive Strength specimens were tested in accordance with ASTM D-1633.

PH: 559.268.7021
FX: 559.268.7126
2527 Fresno Street
Fresno, CA 93721

MOORE TWINING ASSOCIATES, INC.

Project Name:	Jensen Avenue Reconstruction	Report Date:	6/7/2023
		Cast Date:	5/30/2023
Project No.:	A26358.01		

LABORATORY MATERIALS TESTING REPORT

Unconfined Compressive Strength for Soil Cement Cylinders - ASTM D-1633

Sample ID:	23-264 #3		Date Sampled:	Various
Material Type:	Cement Treated Soil		Date Tested	6/6/2023
Sample Location:	C-9 Soil @ 1-2.5' (67%), & C-9 Agg. Base (33%) - Composite			
Sampled By:	YA			
Tested By:	Michael S.			

		Load, lbs	Compressive Strength, psi	Moisture at Compaction, %
% Cement:	3%	5232	417	9.6
	3%	6269	499	
Average:			458	
	4%	6702	534	9.3
	4%	6309	502	
Average:			518	
w/4hr soak	4%	5239	417	9.0
	5%	7244	577	9.2
	5%	6488	517	
Average:			547	

Remarks:

Unconfined Compressive Strength specimens were sealed and oven cured at 105 °F for 7 days and with no soaking prior to testing, unless noted otherwise.
Unconfined Compressive Strength specimens were tested in accordance with ASTM D-1633.

PH: 559.268.7021
FX: 559.268.7126
2527 Fresno Street
Fresno, CA 93721

MOORE TWINING ASSOCIATES, INC.
California ELAP Certificate #1371

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

May 25, 2022

Work Order #: **IE09033**

Read Andersen
MTA Geotechnical Division
2527 Fresno Street
Fresno, CA 93721

RE: Jensen Ave. Reconstruction

Enclosed are the analytical results for samples received by our laboratory on **05/09/22** . For your reference, these analyses have been assigned laboratory work order number **IE09033**.

All analyses have been performed according to our laboratory's quality assurance program. All results are intended to be considered in their entirety, Moore Twining Associates, Inc. (MTA) is not responsible for use of less than complete reports. Results apply only to samples analyzed.

If you have any questions, please feel free to contact us at the number listed above.

Sincerely,

Moore Twining Associates, Inc.



Susan Federico
Client Services Representative

MOORE TWINING ASSOCIATES, INC.
California ELAP Certificate #1371

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

MTA Geotechnical Division	**Project:** Jensen Ave. Reconstruction	**Reported:**
2527 Fresno Street	**Project Number:** A26358.01	05/25/2022
Fresno CA, 93721	**Project Manager:** Read Andersen	

Analytical Report for the Following Samples

Sample ID	Notes	Laboratory ID	Matrix	Date Sampled	Date Received
C2 AB		IE09033-01	Soil	04/28/22 00:00	05/09/22 14:06
C3 @ 0.93-2 FEET		IE09033-02	Soil	04/28/22 00:00	05/09/22 14:06
C6 @ 1-2 FEET		IE09033-03	Soil	04/29/22 00:00	05/09/22 14:06

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

MOORE TWINING ASSOCIATES, INC.
California ELAP Certificate #1371

2527 Fresno Street
Fresno, CA 93721
(559) 268-7021 Phone
(559) 268-0740 Fax

MTA Geotechnical Division 2527 Fresno Street Fresno CA, 93721	**Project:** Jensen Ave. Reconstruction **Project Number:** A26358.01 **Project Manager:** Read Andersen	**Reported:** 05/25/2022

C2 AB

IE09033-01 (Soil) Sampled: 04/28/22 00:00

Analyte	Flag	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method
Inorganics									
Sulfate as SO4		**28**	6.0	mg/kg	3	B2E0907	05/09/22	05/10/22	Cal Test 417

C3 @ 0.93-2 FEET

IE09033-02 (Soil) Sampled: 04/28/22 00:00

Analyte	Flag	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method
Inorganics									
Sulfate as SO4		**8.3**	6.0	mg/kg	3	B2E0907	05/09/22	05/10/22	Cal Test 417

C6 @ 1-2 FEET

IE09033-03 (Soil) Sampled: 04/29/22 00:00

Analyte	Flag	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method
Inorganics									
Sulfate as SO4		**44**	6.0	mg/kg	3	B2E0907	05/09/22	05/10/22	Cal Test 417

Notes and Definitions

µg/L	micrograms per liter (parts per billion concentration units)
mg/L	milligrams per liter (parts per million concentration units)
mg/kg	milligrams per kilogram (parts per million concentration units)
ND	Analyte NOT DETECTED at or above the reporting limit
RPD	Relative Percent Difference

Analysis of pH, filtration, and residual chlorine is to take place immediately after sampling in the field. If the test was performed in the laboratory, the hold time was exceeded. **(for aqueous matrices only)**

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

MOORE TWINING

ANALYTICAL CHEMISTRY DIVISION
CALIFORNIA ELAP CERTIFICATION # 1371

CHAIN OF CUSTODY / ANALYSIS REQUEST

2527 FRESNO STREET • FRESNO, CA 93721 • PHONE (559) 268-7021 • FAX: (559) 268-0740

WORK ORDER #: 1E09033
PAGE 1 **OF** 2

REPORT TO:
ATTENTION: Read Andersen
COMPANY NAME: Geotechnical Division
ADDRESS:
PHONE:
EMAIL / FAX:

☐ **INVOICE TO:** ☐ **REPORT COPY TO:**
ATTENTION:
COMPANY NAME:
ADDRESS:
PHONE:
EMAIL / FAX:

REPORTING:
☒ STANDARD FORMAT ☐ PDF
☐ EDT (SWRCB) ☐ EXCEL
☐ GEOTRACKER/COELT (LUFT)
GLOBAL ID:
☐ COUNTY ENVIRONMENTAL HEALTH:
☐ STATE WATER RESOURCES CONTROL BOARD:
☐ OTHER:

SAMPLE INFORMATION
SAMPLED BY (PRINT): Yaman A.
SIGNATURE:
☐ PUBLIC SYSTEM ☒ ROUTINE
☐ PRIVATE WELL ☐ REPEAT
☐ OTHER ☐ REPLACEMENT

TURN AROUND TIME
☒ STANDARD
☐ RUSH, DUE ON:

SAMPLE TYPES
SOLID:
BS - BIOSOLID
CR - CERAMIC
SL - SOIL/SOLID
LIQUID:
DW - DRINKING WATER
GW - GROUND WATER
OL - OIL
SF - SURFACE WATER
ST - STORM WATER
WW - WASTEWATER

PROJECT INFORMATION
CONTRACT / P.O. NO.:
PROJECT: Jensen Ave. Reconstruction
PROJECT NUMBER: A26358.01
PROJECT MANAGER: Read Andersen

ANALYSIS REQUESTED

NOTES ON RECEIVED CONDITION:
☐ CUSTODY SEAL(S) BROKEN ☐ SAMPLES(S) DAMAGED
☐ ON ICE ☒ AMBIENT TEMP. ☐ INCORRECT PRESERVATION

LAB USE	CLIENT SAMPLE ID	DATE	TIME	TYPE	Sulfate	STATION CODE
1	C2 AB	4/28/22	NA	SL	x	
2	C3@0.93-2'	4/28/22	NA	SL	x	
3	C6@1-2'	4/29/22	NA	SL	x	

COMMENTS / ADDITIONAL INSTRUCTIONS:

RELINQUISHED BY	COMPANY	DATE	TIME	RECEIVED BY	COMPANY
Adrian Lopez	MTA/Mat.	5/9/22	14:26	Kim Callagan	MTA

Payment for services rendered as noted herein are due in full within 30 days from the date invoiced. If not so paid, account balances are deemed delinquent. Delinquent balances are subject to monthly service charges and interest specified in MTA's current Standard Terms and Conditions for Laboratory Services. The person signing for the Client/Company acknowledges that they are either the Client or an authorized agent to the Client, that the Client agrees to be responsible for payment for the services on this Chain of Custody and agrees to MTA's terms and conditions for laboratory services unless contractually bound otherwise. MTA's current terms and conditions can be obtained by contacting our accounting department at (559) 268-7021.

FL-SC-0005-04 A

Sample Integrity — Page 2 of 2 — Moore Twining Associates — WO# 1E09033 — MTA Bottles: Yes or No

COC Info

Was temperature within range? Chemistry ≤6°C Micro <10°C Temp_____°C	Yes No N/A	Did all bottle labels agree with COC?	Yes No N/A
If samples were taken today, is there evidence that chilling has begun? Recvd_____C°	Yes No N/A	Was a sufficient amount of sample received?	Yes No N/A
Did all bottles arrive unbroken and intact?	Yes No N/A	Were correct containers and preservatives received for the tests requested?	Yes No N/A
Do samples have a hold time <72 hours?	Yes No N/A		

Were there bubbles in VOA vials? (**Volatiles Only**) — Yes No N/A

Was PM notified of discrepancies? PM: By/Time: — Yes No N/A

Bottles Received

125ml (A) 250ml (B) 1Liter (C) 40ml VOA (V)	1-3																	
Bacti $Na_2S_2O_3$																		
None (P)																		
None (AG)																		
None (CG) 500ml																		
Cr6 Buffer (P) Borate Carbonate Buffer																		
Dissolved Oxygen 300ml (P)																		
HNO_3 (P)																		
HCl (AG)																		
H_2SO_4 (P)																		
H_3PO_4 (AG)																		
NaOH (P)																		
NaOH + ZnAc (P)																		
$Na_2S_2O_3$ (AG)																		
$Na_2S_2O_3$ (CG)																		
$Na_2S_2O_3$ 250ml (Brown P) 549																		
Thio/K Citrate																		
NH_4Cl (AG) 552																		
Other:																		
Client Own																		
Low Level Hg/Metals Double Bag																		
Plastic Bag	1																	
Glass Jar: 125 / 250 / 500																		
Soil Tube: Brass / Steel / Plastic																		
5g Encore																		
1G Cubitaner																		

Comments

Filter or Split

	Container	Preservative	Date/Time/Initials
S P F			
S P F			
S P F			
S P F			
S P F			

Labeled by: _____ @_____ Labels checked by: _____ @ 1420

FL-SC-0003-07

APPENDIX D

SITE PHOTOGRAPHS

This appendix contains photographs depicting the existing site and pavement surface conditions.



Western Portion of Jensen Avenue Segment at Core/Boring C-2



View Looking West from Core/Boring C-3



Jensen Avenue at Core/Boring C-4



View Looking East from Core/Boring C-4



View Looking East from Core/Boring C-5



View Looking West from Core/Boring C-5



Jensen Avenue at Core/Boring C-6





Jensen Avenue at Core/Boring C-9 (Looking East)

APPENDIX E

PAVEMENT CORE PHOTOGRAPHS

This appendix contains photographs of various pavement cores obtained during this investigation.



Core C-1A



Core C-2A



Core C-3A



Core C-4A



Core C-5A



Core C-6A



Core C-7A



Core C-8A



Core C-8B



Core 9A

SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: _____ Date: _____

Job Title: _____

(2) Company/Agency Name and Address:

_____

_____

_____

_____

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

_____

_____

_____

_____

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

_____

_____

_____

_____

_____

_____

_____

(5) Authorized Signature

Signature: _____ Date: _____

SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest."

The definition above will be utilized for purposes of completing the disclosure form.

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

   a. The name of the agency/company with which the corporation has the transaction; and

   b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.

(5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

BID BOOK

JENSEN AVENUE IMPROVEMENTS

WEST AVENUE TO FIG AVENUE (MLK BOULEVARD)

FEDERAL PROJECT NUMBER: STPL-5942(296) and STPL-5942(289)

BUDGET / ACCOUNT: 4510 / 7370

Department of Public Works and Planning

CONTRACT NUMBER 24-02-C

BID BOOK TABLE OF CONTENTS

JENSEN AVENUE IMPROVEMENTS
CONTRACT NUMBER 24-02-C

PROPOSAL NUMBER	TITLE
NOT APPLICABLE	INSTRUCTIONS FOR COMPLETING THE BID BOOK
1	PROPOSAL TO THE COUNTY OF FRESNO
2	BID ITEM LIST / BID SHEET
3	EVALUATION OF BID ITEM LIST
4	BID SECURITY / SIGNATURE
5	NON-COLLUSION DECLARATION
6	PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT
7	PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE AND PUBLIC CONTRACT CODE 10232 STATEMENT
8	SUBCONTRACTORS
9	TITLE 13, CALIFORNIA CODE OF REGULATIONS § 2449(I) GENERAL REQUIREMENTS FOR IN-USE OFF-ROAD DIESEL-FUELED FLEETS
10	CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS
11	TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION CERTIFICATION
12	NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS
13(A) – 13(B)	DISCLOSURE OF LOBBYING ACTIVITIES
14(A) – 14(B)	EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)
15	DBE CONFIRMATION
16(A) – 16(C)	EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS
17(A)-17(B)	EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS
18	OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS
19	GUARANTY

INSTRUCTIONS FOR COMPLETING THE BID BOOK

General

Complete forms in the Bid Book.

Submit an electronic bid online at http://www.BidExpress.com (Section 2-1.33A) or submit a hardcopy bid:

- Under sealed cover addressed to the Department and labeled with the name of the bidder, the name of the project and the statement 'Do Not Open Until The Time Of Bid Opening.'
- Marked as a bid
- Identifying the contract number and the bid opening date

Certain bid forms must be submitted with the bid and properly executed.

Certain other forms and information must be submitted either with the bid or within the prescribed period after bid opening as specified elsewhere in these special provisions.

Failure to submit the forms and information as specified results in a nonresponsive bid.

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

For more information regarding bidding, refer to Section 2 Bidding in the Special Provisions and Standard Specifications.

Bid Item List and Bid Comparison

Submit a bid based on the bid item quantities the Department shows on the Bid Item List. Bids will be evaluated and the low bidder determined as indicated in the *Notice to Bidders.*

Bid Document Completion

Proposal items are identified by title and by the word “Proposal” followed by the number assigned to the proposal item in question. Proposal items are included in the *Bid Book.*

Proposal to the Board of Supervisors of Fresno County – Proposal 1

Provided for information.

Bid Proposal Sheet – **Proposal 2**

One or more sheet(s) or list(s) upon which the bidder completes the bid.

Fill out completely including a unit price and total for each unit price-based item and a total for each lump sum item.

Do not make any additions such as “plus tax”, “plus freight”, or conditions such as “less 2% if paid by 15th”.

Use ink or typewriter for paper bids.

Evaluation of Bid Proposal Sheet – Proposal 3

Describes how inconsistences and irregularities are evaluated and corrected when Design Services reviews the Bid Item List.

Bid Security and Signature – Proposal 4

Submit one of the following forms of bidder's security equal to at least 10 percent (10%) of the bid:

- Cash
- Cashier's check
- Certified check
- Signed bidder's bond by an admitted surety insurer

Indicate type of bid security provided.

- Cash – Acceptable but not recommended. Cash is deposited in a clearing account and is returned to bidders by County warrant. This process may take several weeks.
- Cashier's or Certified Checks. This type of security is held until the bid is no longer under consideration. If submitted by a potential awardee, they will be returned when the contract is fully executed by the bidder and bonds and insurance have been approved.
- Bid Bonds - Must be signed by the bidder and by the attorney-in-fact for the bonding company. Provide notarized signature of attorney-in-fact accompanied by bonding company's affidavit authorizing attorney-in-fact to execute bonds. An unsigned bid bond will be cause for rejection. If providing electronically, the bid must either be verified via Tinubu or Surety2000 through Bid Express, or a scanned copy must be attached to the electronic bid with an original notarized hardcopy and received by Design Services before 4:00PM on the fifth (5) calendar days after the bid opening.

Bonding companies may provide their own bid bond forms. The Bid Security and Signature sections must be completed by the bidder and submitted with their bid.

Electronic bids, if not accompanied by an electronic bid bond, may provide one of the listed types of bidder's security in a sealed envelope in accordance with the labeling and address instructions listed in the Notice to Bidders prior to the bid opening.

Acknowledge Addenda

Provide contractor's license information.

State business name and if business is a:

- Corporation - list officers
- Partnership - list partners
- Joint Venture - list members; if members are corporations or partnerships, list their officers or partners.
- Individual - list Owner's name and firm name style

Signature of Bidder - the following lists types of companies and corresponding authorized signers:

- Corporation - by an officer
- Partnership - by a partner
- Joint Venture - by a member
- Individual - by the Owner

If signature is by a Branch Manager, Estimator, Agent, etc., the bid must be accompanied by a power of attorney authorizing the individual to sign the bid in question or to sign bids more generally, otherwise the bid may be rejected.

- Business Address - Firm's Street Address
- Mailing Address - P.O. Box or Street Address
- Complete, sign, and return with bid.

Non-collusion Declaration – Proposal 5

Must be completed, signed, and returned with bid.

Public Contract Code Section 10285.1 Statement – Proposal 6

Select "has" or "has not" in accordance with instructions on form, return with completed for with bid. Note that signing the bid constitutes signing this statement.

Public Contract Code Section 10162 Questionnaire And Public Contract Code 10232 Statement – Proposal 7

Select "yes" or "no" accordance with instructions on form, include explanation if "yes" is selected. Return completed form with bid. Note that signing the bid constitutes signing this questionnaire and statement.

Subcontractors – Proposal 8

Sheet(s) or spaces where upon which bidders list subcontractors. List each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or $10,000, whichever is greater (Pub. Contract Code § 4100 et seq.).

The *Subcontractor List* submitted with the bid must show the name, location of business, work portions to be performed, Department of Industrial Relations registration number, and the contractor's license number for each subcontractor listed.

- Use subcontractor's business name style as registered with the License Board.
- Specify the city in which the subcontractor's business is located and the state if other than California.
- Description of the work to be performed by the subcontractor. Indicate with bid item numbers from the bid item list and/or work descriptions similar to those on bid item list.
- List Department of Industrial Relations number and license number for each subcontractor.

Upon request from Design Services, provide the following additional information within 24 hours of bid opening if not included on the *Subcontractor List* submitted with the bid:

- Complete physical address for each subcontractor listed.
- Percentage of the total bid or dollar amount associated with each subcontractor listed.

Title 13, California Code of Regulations § 2449(i) General Requirements for In-Use Off-Road Diesel-Fueled Fleets – Proposal 9

Contractors, if applicable, must submit valid Certificates of Reported Compliance with their bid. Subcontractor certificates will be due no later than 4:00 PM on the fifth (5^{th}) calendar day after the bid opening if not submitted with the bid.

***Certification With Regard To The Performance Of Previous Contracts Or Subcontracts Subject To The Equal Opportunity Clause And The Filing Of Required Reports* – Proposal 10**

For a Federal-aid contract, complete, sign, and return with bid. Certification of proposed subcontractors is the responsibility of the Bidder and must be provided to the County upon request.

***Title 49, Code of Federal Regulations, Part 29 Debarment And Suspension Certification* – Proposal 11**

For a Federal-aid contract, complete, sign, and return with bid. Certification of proposed subcontractors is the responsibility of the Bidder and must be provided to the County upon request.

***Non-lobbying Certification for Federal-Aid Contracts* – Proposal 12**

For a Federal-aid contract, complete, sign, and return with bid.

***Disclosure of Lobbying Activities* – Proposal 13(a) through Proposal 13(b)**

For a Federal-aid contract, complete, sign, and return with bid.

Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) – Proposal 14(a) through Proposal 14(b)

For a Federal-aid contract, bidders must complete and submit so that it is received by Design Services, no later than 4:00 PM on the fifth (5^{th}) calendar day after the bid opening if not submitted with the bid.

***Exhibit 9-I DBE Confirmation* – Proposal 15**

For a Federal-aid contract, bidders shall provide to Design Services written confirmation from each DBE that the DBE is participating in the Contract. Exhibit 9-I: DBE Confirmation and the DBE's quote must be submitted. The

written confirmation must be submitted no later than 4:00 PM on the fifth (5th) calendar day after the bid opening if not submitted with the bid.

***Exhibit 15-H DBE Information — Good Faith Efforts* – Proposal 16(a) through Proposal 16(c)**

For a Federal-aid contract, if you did not meet the DBE goal, bidders must complete and submit so that it is received by Design Services no later than 4:00 PM on the fifth (5th) calendar day after the bid opening if not submitted with the bid.

***Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE)* – Proposal 17(a) through Proposal 17(b)**

For a Federal-aid contract, bidders must submit so that it is received by Design Services, no later than 4:00 PM on the fifth (5th) calendar day after the bid opening if not submitted with the bid. Fill out as completely as possible.

***Opt Out of Payment Adjustments for Price Index Fluctuations* – Proposal 18**

You may opt out of the payment adjustments for price index fluctuations specified in section 9-1.07. To opt out, submit a completed *Opt Out of Payment Adjustments for Price Index Fluctuations* form with your bid.

Guaranty – Proposal 19

Does not need to be signed with the bid. Part of the contract which must be signed by the contractor when contract is executed.

General Info

Total:

$6,084,522.50

Number

24-02-C

Deadline

05/01/2025 02:00 PM PDT

Vendor

Avison Construction, Inc.

Submitted

05/01/2025 01:49 PM PDT

Signed by

Curtis Short **Account Holder**
Curtis Short

Opened

05/01/2025 02:06 PM PDT **By**
jwongsing@fresnocountyca.gov

Description

Jensen Avenue Improvements
West Avenue to Fig Avenue (MLK Boulevard)

The work to be done consists, in general, of reconstructing approximately 1.5 miles of Jensen Avenue from West Avenue to Fig Avenue (also known as MLK Blvd). The road will be reconstructed using a Full-Depth Reclamation with Cement method. The road work includes construction of new curb ramps, adjusting sewer manholes, signage and striping, and other miscellaneous items. A new ductile iron water pipeline will also be installed, replacing an existing asbestos water pipeline to be abandoned in place. Coordination with City of Fresno Public Utilities Department will be necessary to arrange the tie-in to existing system. The pipe replacement also involves installation of new water meters, fire hydrants, valves, and other appurtenant work. Some Fresno Metropolitan Flood Control District (FMFCD) master storm drain facilities shall also be installed as part of the work.

The DBE Contract Goal is 17% percent.

Federal Project Number: STPL-5942(296) and STPL-5942(289)

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

Attachment List

Project Website
RFC form, bid opening details, any Supplemental Information including RFC responses, prebid conference information, etc.

Specifications (16 MB)
Specifications (16 MB)

Plans (13 MB)
Plans (13 MB)

Instructions for Completing the Bid Book
Instructions for Completing the Bid Book

Addendum 1
Addendum 1

Proposal to the County of Fresno - Proposal 1

Proposal to the County of Fresno

hereinafter called the Owner

JENSEN AVENUE IMPROVEMENTS

WEST AVENUE TO FIG AVENUE (MLK BOULEVARD)

FEDERAL PROJECT NUMBER: STPL-5942(296) and STPL-5942(289)

The work embraced herein shall be done in accordance with the 2023 Standard Specifications and with the 2023 Standard Plans, of the State of California, Department of Transportation insofar as the same may apply and in accordance with these special provisions.

Except to the extent that they may conflict with these special provisions, revised Standard Specifications apply to the extent included in the section entitled “Project Details” of the book entitled “Specifications."

The work to be done is shown on a set of Plans, Department File No. 11290, entitled: “Jensen Avenue Improvements West Avenue to Fruit Avenue” and “Jensen Avenue Improvements Fruit Avenue to Fig Avenue.”

The undersigned, as bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that they have carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and they propose and agree if this proposal is accepted, that they will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that they will take in full payment therefor the following unit prices, to-wit:

Bid Item List - Road Reconstruction - Proposal 2A

$4,009,837.50

Item No.	Quantity	Unit	Item Description	Item Price	Extension
1	6	EA	FEDERAL TRAINEE PROGRAM	$1,000.00	$6,000.00
2	170,000	$	SUPPLEMENTAL WORK (PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS)	$1.00	$170,000.00
3	2	EA	CONSTRUCTION PROJECT INFORMATION SIGN	$2,000.00	$4,000.00
4	1	LS	TRAFFIC CONTROL SYSTEM (Road Reconstruction)	$62,500.00	$62,500.00
5	1	LS	PREPARE AND IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN	$1,000.00	$1,000.00
6	1	EA	STORM WATER ANNUAL REPORT	$500.00	$500.00
7	1,000	$	STATE WATER RESOURCES CONTROL BOARD NOTICE OF INTENT FILING FEE	$1.00	$1,000.00
8	1	LS	JOB SITE MANAGEMENT	$500.00	$500.00
9	1	LS	DUST CONTROL PLAN	$1,000.00	$1,000.00
10	1	LS	LEAD COMPLIANCE PLAN	$2,500.00	$2,500.00
					Total: $4,009,837.50

Item No.	Quantity	Unit	Item Description	Item Price	Extension
11	1	LS	DEMO EXISTING CONCRETE (RAMP, SIDEWALK, C&G & VAULT)	$7,000.00	$7,000.00
12	4	EA	REMOVE AND DISPOSE SIGN	$200.00	$800.00
13	1	LS	TEMPORARY MAILBOX	$2,500.00	$2,500.00
14	1	LS	CLEARING AND GRUBBING	$15,000.00	$15,000.00
15	12,230	CY	ROADWAY EXCAVATION - Final Pay Item	$40.00	$489,200.00
16	519	CY	SHOULDER BACKING - Final Pay Item	$30.00	$15,570.00
17	1	LS	FINISHING ROADWAY	$1,000.00	$1,000.00
18	2,036	CY	PULVERIZED MATERIAL & MATERIAL HANDLING (STA 72+43 TO STA 83)	$9.00	$18,324.00
19	32,275	SY	1-FOOT FULL DEPTH RECLAMATION WITH CEMENT (FDR-C) - Final Pay Item	$14.00	$451,850.00
20	10,293	SY	1.25-FOOT FULL DEPTH RECLAMATION WITH CEMENT (FDR-C) - Final Pay Item	$16.00	$164,688.00
21	75,000	LBS	INCREASE OR DECREASE IN CEMENT FOR FDR-C METHOD	$0.11	$8,250.00
22	17,623	TON	HOT MIX	$110.00	$1,938,530.00
					Total: $4,009,837.50

Item No.	Quantity	Unit	Item Description	Item Price	Extension
			ASPHALT (TYPE A 3/4" GRADING)		
23	22	TON	MINOR HOT MIX ASPHALT	$145.00	$3,190.00
24	152	SY	PLACE MINOR HMA MISCELLANEOUS AREAS	$80.00	$12,160.00
25	155	LF	PLACE AC DIKE TYPE E (MINOR HMA)	$20.00	$3,100.00
26	223	LF	PLACE AC DIKE TYPE A (MINOR HMA)	$20.00	$4,460.00
27	34	TON	TACK COAT	$1,000.00	$34,000.00
28	5	LF	18 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS III	$190.00	$950.00
29	179	LF	18 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS IV	$175.00	$31,325.00
30	219	LF	18 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS V OR CLASS IV W/ SPECIAL BEDDING	$180.00	$39,420.00
31	21	LF	36 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS III	$600.00	$12,600.00
32	20	LF	36 INCH	$620.00	$12,400.00
					Total: $4,009,837.50

Item No.	Quantity	Unit	Item Description	Item Price	Extension
			RUBBER GASKET REINFORCED CONCRETE PIPE CLASS IV		
33	16	LF	36 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS V	$700.00	$11,200.00
34	425	LF	TEMPORARY TRENCH RESURFACING – STORM DRAIN SYSTEM	$18.00	$7,650.00
35	1	EA	TYPE A CASE I MANHOLE	$20,000.00	$20,000.00
36	1	EA	TYPE A CASE II MANHOLE	$25,000.00	$25,000.00
37	1,305	SF	MINOR CONCRETE (CURB RAMP & SIDEWALK)	$16.00	$20,880.00
38	142	LF	INSTALL CURB AND GUTTER	$72.00	$10,224.00
39	108	SF	DETECTABLE WARNING SURFACE	$42.00	$4,536.00
40	8	EA	ADJUST WATER VALVE LID TO GRADE	$1,200.00	$9,600.00
41	16	EA	ADJUST MANHOLE LID TO GRADE	$2,500.00	$40,000.00
42	2	EA	ADJUST PULL BOX LID TO GRADE	$2,000.00	$4,000.00
43	7	EA	SURVEY MONUMENT	$800.00	$5,600.00
44	5	EA	INSTALL NEW	$200.00	$1,000.00
					Total: $4,009,837.50

Item No.	Quantity	Unit	Item Description	Item Price	Extension
			CHANNELIZER		
45	28	EA	ROADSIDE SIGN - ONE POST	$700.00	$19,600.00
46	385	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 8)	$0.60	$231.00
47	6,119	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 22)	$4.00	$24,476.00
48	1,805	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 29)	$8.00	$14,440.00
49	413	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 38)	$2.00	$826.00
50	60	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 38A)	$2.00	$120.00
51	21,130	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 39)	$1.00	$21,130.00
52	800	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 39A)	$1.00	$800.00
53	3,056	LF	THERMOPLASTIC DIAGONAL AND CHEVRON TRAFFIC STRIPE (6" WHITE)	$4.00	$12,224.00
54	208	LF	THERMOPLASTIC TRAFFIC STRIPE (12" WHITE) - LIMIT LINE	$8.00	$1,664.00
					Total: $4,009,837.50

Item No.	Quantity	Unit	Item Description	Item Price	Extension
55	674	LF	THERMOPLASTIC TRAFFIC STRIPE (12" YELLOW) - CROSSWALK	$8.00	$5,392.00
56	186	SF	THERMOPLASTIC PAVEMENT MARKINGS	$9.00	$1,674.00
57	785	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 26)	$2.00	$1,570.00
58	2,771	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 27B)	$1.00	$2,771.00
59	361	LF	THERMOPLASTIC DIAGONAL YELLOW STRIPE 8'' WIDE	$6.50	$2,346.50
60	5	EA	BLUE FIRE HYDRANT MARKER	$8.00	$40.00
61	663	EA	RETROREFLECTIVE PAVEMENT MARKER (TYPE D)	$8.00	$5,304.00
62	43	EA	RETROREFLECTIVE PAVEMENT MARKER (TYPE G AND H)	$8.00	$344.00
63	244	SF	PAINT PAVEMENT MARKINGS (BIKE SYMBOL AND ARROWS)	$6.00	$1,464.00
64	378	LF	PAINT AC DIKE WHITE	$3.00	$1,134.00
65	520	SF	GREEN TRAFFIC PAINT MMA	$14.00	$7,280.00
66	6,000	LF	REMOVE YELLOWLINE	$2.50	$15,000.00
					Total: $4,009,837.50

Item No.	Quantity	Unit	Item Description	Item Price	Extension
			TRAFFIC STRIPE CONTAINING LEAD		
67	1	LS	MOBILIZATION	$195,000.00	$195,000.00
					Total: $4,009,837.50

Bid Item List - Pipeline Replacement - Proposal 2A

$2,074,685.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
68	1	LS	MOBILIZATION (WATER INFRASTRUCTURE REPLACEMENT)	$100,000.00	$100,000.00
69	10,000	$	MEDIATOR (OWNER'S 50% SHARE, PG. 2.53 OF GENERAL CONDITIONS)	$1.00	$10,000.00
70	1	LS	TRAFFIC CONTROL, DETOURS AND ACCESS (WATER INFRASTRUCTURE REPLACEMENT)	$30,000.00	$30,000.00
71	1	LS	DUST CONTROL PLAN (WATER INFRASTRUCTURE REPLACEMENT)	$500.00	$500.00
72	1	LS	PREPARE AND IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN (WATER INFRASTRUCTURE REPLACEMENT)	$1,000.00	$1,000.00
73	1	LS	WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND	$19,000.00	$19,000.00
74	1	LS	TRENCH PROTECTION	$1,100.00	$1,100.00
75	7,050	LF	TEMPORARY TRENCH RESURFACING	$8.50	$59,925.00
					Total: $2,074,685.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
			(WATER INFRASTRUCTURE)		
76	22	EA	FURNISH AND INSTALL 1-INCH WATER SERVICE AND METER BOX	$4,100.00	$90,200.00
77	1	EA	FURNISH AND INSTALL 1.5-INCH WATER SERVICE AND METER BOX	$4,400.00	$4,400.00
78	1	EA	FURNISH AND INSTALL 2-INCH WATER SERVICE AND METER BOX	$5,200.00	$5,200.00
79	24	EA	CONNECT WATER SERVICE AT METER BOX	$260.00	$6,240.00
80	24	EA	CONNECT WATER SERVICE TO EXISTING LEAD LINE (FRONT)	$600.00	$14,400.00
81	24	EA	FURNISH AND INSTALL GROUNDING ROD	$700.00	$16,800.00
82	290	LF	FURNISH AND INSTALL 1.5-INCH SCH 40 PVC ON-SITE LEAD LINE	$42.00	$12,180.00
83	30	LF	FURNISH AND INSTALL 2-INCH SCH 40 PVC ON-SITE LEAD LINE	$43.00	$1,290.00
84	190	LF	FURNISH AND INSTALL 8-INCH CL 350 DUCTILE IRON WATER	$325.00	$61,750.00
					Total: $2,074,685.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
			MAIN		
85	5,600	LF	FURNISH AND INSTALL 16-INCH CL 350 DUCTILE IRON WATER MAIN	$210.00	$1,176,000.00
86	3	EA	FURNISH AND INSTALL 8-INCH GATE VALVE	$2,300.00	$6,900.00
87	10	EA	FURNISH AND INSTALL 16-INCH BUTTERFLY VALVE	$8,500.00	$85,000.00
88	10	EA	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY	$16,000.00	$160,000.00
89	3	EA	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY WITH DELINEATORS	$20,000.00	$60,000.00
90	160	SF	CONCRETE SIDEWALK OR WALKWAY REPAIR AND RECONSTRUCTION	$20.00	$3,200.00
91	1	EA	TEMPORARY BACKFLOW ASSEMBLY	$30,000.00	$30,000.00
92	24	EA	ABANDONMENT OF OLD WATER SERVICE, METERS, AND METER BOXES	$600.00	$14,400.00
93	1	LS	CITY OF FRESNO PLUMBING AND ELECTRICAL PERMIT	$100.00	$100.00
					Total: $2,074,685.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
94	1	LS	COUNTY OF FRESNO ENCROACHMENT PERMIT	$100.00	$100.00
95	1	LS	MISCELLANEOUS FACILITIES AND OPERATIONS	$80,000.00	$80,000.00
96	25,000	$	SUPPLEMENTAL WORK	$1.00	$25,000.00
					Total: $2,074,685.00

Evaluation of Bid Item List - Proposal 3

Abbreviations used in the bid proposal sheet are identified in Section 1-1.06, “Abbreviations,” of these special provisions.

Bids are required for the entire work. Bids will be compared on the basis indicated in the Notice to Bidders. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the Owner's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.
If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within eight (8) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

Bid Security - Proposal 4

Bond Percentage

10.00%

Guarantee Method *

Cash, Cashier's Check,
Certified Check, Paper Bid
Bond, Scan of Paper Bid
Bond

Cash, Cashier's Check, Certified Check, Paper Bid Bond, Scan of Paper Bid Bond

Confirmation *

I have provided a Paper Bid Bond for the Bid Security Amount above prior to the solicitation deadline.

You must either attach an electronic bid bond here or provide an original bid bond (or other form of bid security authorized by Public Contract Code Section 20129(a)) to the office location according to the instructions in the Notice to Bidders ***prior to*** the bid opening.

Addendum Acknowledgement - Proposal 4

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:**

(Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)

Type N/A if no addenda were issued. Click "+" to add additional fields.

Addendum No. *

1

Dated *

4/30/25

Bidder Signature - Proposal 4

Business Name *

Avison Construction, Inc.

Note: If bidder or other interested person is a corporation, state legal name of corporation. If bidder is a co-partnership, state true *name of firm.*

Type of Business *

Corporation - list Officers

Business Owners and Officers Names *

Curtis Short - President
Stephen Avila - Vice President
Christopher Avila - CFO/Secretary

Note: If bidder or other interested person is:

- *a corporation, list names of the president, secretary, treasurer and manager thereof*
- *a partnership, list names of all individual co-partners composing firm.*
- *an individual, state first and last name in full.*

Names of Owners and Key Employees *

Curtis Short - President
Stephen Avila - Vice President
Christopher Avila - CFO/Secretary

Note: List majority owners of your firm. If multiple owners, list all. Also include anyone, including key employees, who are actively promoting the contract. (SB1439)

Licensed in accordance with an act providing for the registration of Contractors:

Class *

A, C31

Contractor License No. *	**Expires ***
823535	5/31/25

DIR Registration Number *

1000003258

Business Address *

40434 Brickyard Drive, Madera, CA

Zip Code *

93636

Mailing Address *

40434 Brickyard Drive, Madera, CA

Zip Code *

93636

Business Phone *

(559) 431-0317

Fax Number

(559) 431-0321

E-mail Address *

cshort@avisoninc.com

Signature of Bidder *

Curtis Short

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, bidder signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Non-Collusion Declaration - Proposal 5

FEDERAL PROJECT NUMBER: STPL-5942(296) and STPL-5942(289)

To the County of Fresno:

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID*

The undersigned declares:

I am the (Choose one of the following options): *

Corporate Officer

If Corporate Officer please list Title:

President

of (Business Name): *

Avison Construction, Inc.

the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

Date: *

May 1, 2025

at City, State: *

Madera, CA

Signature: *

Curtis Short

(See Title 23 United States Code Section 112; Calif Public Contract Code Section 7106)

*NOTE: Completing, signing, and returning the Non-Collusion Declaration is a required part of the Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code - Proposal 6-7

Public Contract Code Section 10285.1 Statement - Proposal 6

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder

Choose an option: *

Has not been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire - Proposal 7

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

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

Choose an option: *

No

If the answer is No, please type N/A. If the answer is Yes, explain the circumstances in the following space. *

N/A

Public Contract Code Section 10232 Statement - Proposal 7

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

one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-years period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Subcontractors - Proposal 8(a)

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total bid presented herewith **or $10,000, whichever is greater.** Each listed subcontractor's name, location of business and description of work, and both their contractor's license number and public works contractor registration number, issued pursuant to Section 1725.5 of the Labor Code, are REQUIRED, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE, OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields.

Subcontractor: *

Pavement Recylcing Systems

Business Address *

10240 San Sevaine Way, Jurupa Valley, CA 91752

Class

A, C12

License No. *

569352

DIR Registration No. *

1000003363

Item No. or Description of Work *

FDR-C

Dollar Amount: **OR** **Percentage of Total Bid:**

7%

Email Address:

aperez@pavementrecycling.com

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 1

Subcontractor: *

KRC Safety Co.

Business Address *

7821 W. Sunnyview, Visalia, CA 93291

Class

A, C31

License No. *

507950

DIR Registration No. *

1000004730

Item No. or Description of Work *

Traffic Control

Dollar Amount: **OR** **Percentage of Total Bid:**

1%

Email Address:

kylet@krcsafety.com

Subcontractors - Proposal 8(b)

Optional: Vendor is not required to complete.

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields.

Subcontractor: *

West Valley Construction

Business Address *

1981 N Parkway Drive, Fresno, CA 93705

Class

A, C36

License No. *

174968

DIR Registration No. *

1000002493

Item No. or Description of Work *

Underground

Dollar Amount: **OR** **Percentage of Total Bid:**

32.50%

Email Address:

lbontogon@wvcc.com

Subcontractors - Proposal 8(c)

Optional: Vendor is not required to complete.

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields.

Subcontractor: *

Specialized Pavement Markings

Business Address *

6868 Avenue 305, Goshen, CA 93227

Class

C32

License No. *

854894

DIR Registration No. *

1000886659

Item No. or Description of Work *

Striping & Signs

Dollar Amount: **OR** **Percentage of Total Bid:**

2.00%

Email Address:

kyle.tyler@spmnw.com

California Code of Regulations: General Requirements for In-Use Off-Road Diesel-Fueled Fleets - Proposal 9

In conformance with Title 13 § 2449(i), bidders will be required to attach copies of valid Certificates of Reported Compliance for the fleet selected for the contract and their listed subcontractors.

Before May 15th of each year, the prime contractor must collect a new valid Certificate of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement. Annual renewals must be provided to the Resident Engineer at least one week prior to the expiration date of the current certificate.

https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements

Choose all that apply:

☑ **Bidder's Certificate of Reported Compliance has been attached to the bid.**

☐ **Bidder does not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4).**

☐ **Listed subcontractors' Certificate of Reported Compliance have been attached.**

☐ **The following subcontractors do not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4):**

Subcontractors

☑ **Additional information regarding subcontractor fleets and/or certificates will be submitted within five (5) calendar days of the bid opening.**

FAILURE TO PROVIDE THE CERTIFICATES OF REPORTED COMPLIANCE AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE.

Certification With Regard To The Performance Of Previous Contracts Or Subcontracts Subject To The Equal Opportunity Clause And The Filing Of Required Reports - Proposal 10

The bidder or proposed subcontractor hereby certifies that they

Please choose an option below *

have participated

in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that they

Please select an option below *

have filed

with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Company *

Avison Construction, Inc.

By: *

Curtis Short

Title *

President

Date *

May 1, 2025

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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

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

Title 49, Code Of Federal Regulations, Part 29 - Debarment And Suspension Certification - Proposal 11

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

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If no exceptions enter "No Exceptions." If there are any exceptions to this certification, insert the exceptions in the following space: *

No exceptions

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility.

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States

of America, that the Title 23 United States Code, Section 112 Non-Collusion Declaration and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Company *

Avison Construction, Inc.

By *

Curtis Short

Date *

May 1, 2025

Title *

President

Nonlobbying Certification For Federal-Aid Contracts - Proposal 12

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

(1) 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 awarding of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

Bidder *

Avison Construction, Inc.

By *

Curtis Short

Date *

May 1, 2025

Title *

President

Disclosure of Lobbying, DBE Forms, and Bidders List of Subcontractors - Proposal 13-17

OMB 0348-0046 Disclosure of Lobbying Activities - Proposal 13 (223 KB)
Disclosure of Lobbying Activities

Exhibit 15G Constructions Contract DBE Commitment - Proposal 14 (2.76 MB)
LAPM Exhibit 15-G Construction Contract DBE Commitment
Form

Exhibit 9I DBE Confirmation - Proposal 15 (209 KB)
LAPM Exhibit 9-I DBE Confirmation

Exhibit 15H Proposer Contractor Good Faith Efforts - Proposal 16 (730 KB)
LAPM Exhibit 15-H DBE Information - Good Faith Effort

Exhibit 12B Bidder's List of Subcontractors - Proposal 17 (564 KB)
LAPM Exhibit 12-B Bidder's List of Subcontractors

Opt Out of Payment Adjustments for Price Index Fluctuations - Proposal 18

Optional: Vendor is not required to complete.

You may opt out of the payment adjustments for price index fluctuations as specified in Section 2-1.31, “OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS,” of the special provisions.

You can only elect to opt out of payment adjustments for price index fluctuations of if you complete this form and submit it with your bid. The individual signing this form must be duly authorized to sign a bid.

By signing this form, I hereby opt out of the payment adjustments for price index fluctuations for the above-named project.

Bidder: *

No bid

Name (Printed): *

No bid

Signature: *

No bid

Title: *

No bid

Guaranty - Proposal 19

Optional: Vendor is not required to complete.

(This guaranty shall be executed by the successful bidder in accordance with instructions in the special provisions. The bidder may execute the guaranty on this page at the time of submitting their bid.)

G U A R A N T Y

To the Owner: County of Fresno

CONTRACT NUMBER 24-02-C

The undersigned guarantees the construction and installation of the following work included in this project:

ALL WORK

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner.

Date: *

May 1, 2025

Name (Printed): *

Curtis Short

Signature: *

Curtis Short

Title: *

President

Contractor: *

Avison Construction, Inc.

Required Documents

Name	Omission Terms	Submitted File
Electronic Bid Bond - Scan of Bid Bond Scan of Notarized Paper Bid Bond with original due by 4pm on the 5th calendar day after the bid opening.	I have already provided a bid bond, i.e. through an electronic Surety above or to the public works office prior to the deadline.	BID BOND SCANNED.pdf
OMB 0348-0046 Disclosure of Lobbying Activites - Proposal 13 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352	Submit disclosure if needed.	Lobbying Activities_Signed.pdf
Exhibit 15-G Construction Contract DBE Commitment - Proposal 14 Local Assistance Procedures Manual Exhibit 15-G Construction Contract DBE Commitment Form	Due by 4pm on the 5th calendar day after bid opening.	I am not enclosing this document because the omission terms have been met.
Exhibit 9-I DBE Confirmation - Proposal 15 Local Assistance Procedures Manual Exhibit 9-I DBE Confirmation Form	Due by 4pm on the 5th calendar day after bid opening for each participating DBE with each DBE's quotes.	I am not enclosing this document because the omission terms have been met.
Exhibit 15-H Proposer/Contractor Good Faith Effort - Proposal 16 Local Assistance Procedures Manual Exhibit 15-H DBE Information - Good Faith Effort	If DBE Goal not met, submit with 15-G by 4pm on the 5th calendar day after bid opening.	I am not enclosing this document because the omission terms have been met.
Exihibt 12B Bidder's List of Subcontractors - Proposal 17 Local Assistance Procedures Manual Exhibit 12-B Bidder's List of Subcontractors	Due by 4pm on the 5th calendar day after bid opening unless no subcontractors are listed on bid.	I am not enclosing this document because the omission terms have been met.
CARB Certification of Reported Compliance - Bidder Valid CARB Certification of Reported Compliance - Bidder	Does not have a fleet subject to this regulation.	Avison CARB Exp 2026.pdf
CARB Certification(s) of Reported Compliance - Subcontractors Valid CARB Certification(s) of Reported Compliance - Subcontractors	Due by 4pm on the 5th calendar day after bid opening or no listed subcontractors have a fleet subject to this regulation.	I am not enclosing this document because the omission terms have been met.
8 Required Documents		

Additional Documents (Use if needed)

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Not Required Extra Space if needed	Extra space not needed	I am not enclosing this document because the omission terms have been met.
Not Required Extra Space if needed	Extra space not needed	I am not enclosing this document because the omission terms have been met.
Not Required Extra Space if needed	Extra space not needed	I am not enclosing this document because the omission terms have been met.
3 Required Documents		

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

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

2. Status of Federal Action:

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

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☑ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

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

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

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

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

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

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

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

14. Type of Payment (check all that apply)

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

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

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

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

Signature: _____

Print Name: Curtis Short

Title: President

Telephone No.: (559) 431-0317 Date: May 1, 2025

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

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

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: STPL-5942(296)(289)

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Pavement Recycling Systems City, State: Jurupa Valley, CA	15-Roadway Ex/Pulverize 19-1ft FDR-C 20-1.25ft FDR-C 21-Increase/Decrease Cement for FDR-C	$440,821	~~7%~~ 6% 66% 68% 100%	569352 1000003363	N		☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: KRC Safety, Inc. City, State: Visalia, CA	~~3-Proj. Info Sign~~ ~~4-TCP~~ ~~70-CAS/RD Closures~~ 4-Traffic Control 70-Traffic Control	$37,845	~~1%~~ 41%	507950 1000004730	~~N~~ Y	447	☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: West Valley Construction City, State: Fresno, CA	28-18" RubGasket CL3 29-18" RubGasket CL4 30-18" RubGas CL5 or 4 31-36" RubGas CL 3 32-36" RubGas CL4	$1,975,000	~~32.50%~~ 100%	174968 1000002493	N		☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	33-36" RubGas CL 5 34-Temp Trench resurf. SD 35-Type A Case 1 MH 36-Type A Case 2 MH 40-Adjst.WV to Lid Grade						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	41-Adjst MH Lid to Grade 68-Mob Wtr Infrastruc.Repl 73-Wrkr Protect.of Caving G 74-Trench Protection 75-Temp Trench Resurf						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	76-F/I 1" Wtr Srv & Mtr Bx 77- F/I 1.5"Wtr Srv/Mtr Box 78- F/I 2" Wtr Srv/Mtr Box 79- Connect Wtr Serv @ box 80-Connect Wtr Serv to						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

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

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

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor 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: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: City, State:	81- F/I Grounding Rod 82- F/I 1.5" Sch40 PVC 83-F/I 2" Sch40 PVC 84-F/I 8" Ductile Iron WtrM. 85-F/I 16" Ductile Iron						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	86-F/I 8" Gate Valve 87- F/I 16" Butterfly Valve 88-F/I Fire Hydrant Assembl 89-F/I Fire Hyd.Assemb.Del 91-Temp Backflow Assemb						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	92-Abandoment of old Wtr Serv. M 95- Misc F/O						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: Specialized Pavement Mar City, State: Goshen, CA	44-Install New Channelizer 45-RD Sign-1Post 46-Therm Traff Stripe-8 47-Therm Traff Stripe-22 48-Therm Traff Stripe-29	$125,402	100%	854894 1000886659	N		☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	49-Therm Traff Stripe-38 50-Therm Traff Stripe-38A 51-Therm Traff Stripe-39 52-Therm Traff Stripe-39A 53-Thermo Diag./Chev.6"W						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	54-Thermo TraffStripe12"W 55-Thermo TraffStripe12"Y 56-Thermo Pav.Markings 57-Thermo Traff Stripe-26 58-Thermo Traff Stripe27B						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

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

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

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

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: STPL-5942(296)

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Specialized Pavement Markings City, State: Goshen, CA	59-Thermo Diag.Y Stripe 8" 60- Blue Fire Hyd. Marker 61- Retrfl. Pav.Marker -D 62-Retrfl. Pav.Marker -G/H 63-Paint Pav-Bike./Arrows						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:	64-Paint AC Dike - WH 65-Green Traff. MMA 66-Remv. Y Traff. Stripe						☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State: Fresno, CA							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

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

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: County of Fresno
2. Contract DBE Goal: 17%
3. Project Description: Jensen Avenue Improvements
4. Project Location: Fresno, CA
5. Bidder's Name: Avison Construction, Inc.
6. Prime Certified DBE: ☐
7. Bid Amount: $ 6,084,522.50
8. Total Dollar Amount for **ALL** Subcontractors: $ 2,579,067.00
9. Total Number of **ALL** Subcontractors: 4

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
11,14,15	Trucking- Offhaul, Haul HMA	50607	Donald Miranda Trucking PO Box 12565, Fresno, CA 93776	$ 252,150.00
22,23,24				
4,70	Traffic Control	447	KRC Safety, 7821 W. Sunnyview Ave, Visalia, CA 93291	$ 37,845.00

Local Agency to Complete this Section upon Execution of Award

21. Local Agency Contract Number: 24-02-C
22. Federal-Aid Project Number: STPL-5942(296) and STPL -5942(289)
23. Bid Opening Date: May 1, 2025
24. Contract Award Date: June 10, 2025
25. Award Amount: $6,084,522.50

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

Harsharn Dhah — 26. Local Agency Representative's Signature
June 10, 2025 — 27. Date
Harsharn Dhah — 28. Local Agency Representative's Name
559-600-4582 — 29. Phone
Staff Analyst — 30. Local Agency Representative's Title

15. TOTAL CLAIMED DBE PARTICIPATION

$ 289,995.00

4.8 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature
05/02/2025 — 17. Date
Curtis Short — 18. Preparer's Name
(559) 431-0317 — 19. Phone
President — 20. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

A G R E E M E N T

THIS AGREEMENT made at Fresno, in Fresno County, California, by and between **Avison Construction, Inc.**, hereinafter called the Contractor, and the County of Fresno hereinafter called the Owner, both of whom may be referred to individually as a Party, or jointly as Parties.

WITNESSETH that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, but excluding such materials as are mentioned in the specifications to be furnished by the Owner, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, teamsters, subcontractors, artisans, machinists, and laborers required for:

JENSEN AVENUE IMPROVEMENTS
WEST AVENUE TO FIG AVENUE (MLK BOULEVARD)

FEDERAL PROJECT NUMBER: STPL-5942(296) and STPL-5942(289)

CONTRACT NUMBER: 24-02-C

all in strict compliance with the plans, drawings, specifications, and other contract documents prepared by the Owner relating thereto.

ARTICLE II. The Contractor and the Owner agree that the Notice to Bidders and Special Provisions, the Wage Scale (Prevailing Wages), the Plans and Drawings, Addenda and Bulletins thereto, and the Proposal (Bid Book) hereto attached, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

All portions of the Standard Specifications of the State of California, Department of Transportation, dated 2015, which are not in conflict with this Contract shall be deemed a part of the Specifications as though fully therein set forth; provided, however, that revisions to the said Standard Specifications shall apply only to the extent, if any, included in the Project Details of these Specifications or as otherwise incorporated directly herein. No part of said Specifications which is in conflict with any portion of this Agreement, or which is not actually descriptive of the work to be done thereunder, or of the manner in which said work is to be executed, shall be considered as any part of this Agreement, but shall be utterly null and void.

ARTICLE III. The Owner agrees to pay the Contractor in current funds for the performance of the Contract the sum of **SIX MILLION EIGHTY-FOUR THOUSAND FIVE HUNDRED TWENTY-TWO DOLLARS AND 50/100 ($6,084,522.50)** it being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, except where provisions are made in the Contract documents whereby the estimated quantities shall constitute the final quantity; that upon completion of the Project the final Contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached. Payments on account thereof will be made as set forth in the Special Provisions.

ARTICLE IV. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she or any of his or her subcontractors should persistently violate any of the provisions of the Contract, or if he or she should persistently or repeatedly refuse or should fail,

except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he or she should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer (as defined in California Department of Transportation Standard Specifications 1-1.07, and as modified by Owner's Special Provisions), then the Owner may, upon certificate of the Engineer, serve written notice upon the Contractor and their surety of its intention to terminate the Contract, and unless within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said five (5) days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and their surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for so doing, take possession of and utilize in completing the work such materials, appliances, construction plant and other property belonging to the Contractor as may be on the site of the work and necessary therefor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price exceeds the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

ARTICLE V. To the fullest extent permitted by law with respect to any work required to be done under this Contract, the Contractor will indemnify and hold harmless the Owner, State of California, United States of America, and all other participating public agencies, whether or not said agencies are named herein, who have jurisdiction within the areas in which the work is to be performed, and all officers and employees of the Owner, the State, the United States and said other participating agencies, from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to Owner in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and the Contract, and from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement and the Contract. In addition, Contractor agrees to indemnify Owner for Federal, State of California and/or local audit exceptions resulting from non-compliance herein on the part of Contractor.

Contractor agrees to indemnify, save, hold harmless, and at Owner's request, defend the Owner, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to Owner in connection with the performance, or failure to perform, by Contractor, its officers, agents, or employees under this Agreement and the Contract, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement and the Contract.

The Certificate of Insurance shall be issued in duplicate, to the County of Fresno, City of Fresno, Fresno, Metropolitan Flood Control District (FMFCD), and all other participating agencies, whether or not said agencies are named herein, who contribute to the cost of the work or have jurisdiction over areas in

which the work is to be performed and all officers and employees of said agencies while acting within the course and scope of their duties and responsibilities.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the Owner may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current AM Best Company rating of A FSC VII or better.

Without limiting the Owner's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits not less than those shown in the following table:

Liability Insurance Requirements

Total bid	For each occurrence[a]	Aggregate for products/completed operation	General aggregate[b]	Umbrella or excess liability[c]
≤ $1,000,000	$1,000,000	$2,000,000	$2,000,000	$5,000,000
> $1,000,000 ≤ $10,000,000	$1,000,000	$2,000,000	$2,000,000	$10,000,000
> $10,000,000 ≤ $25,000,000	$2,000,000	$2,000,000	$4,000,000	$15,000,000
> $25,000,000	$2,000,000	$2,000,000	$4,000,000	$25,000,000

[a]Combined single limit for bodily injury and property damage.
[b]This limit must apply separately to your work under this Contract.
[c]The umbrella or excess policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

This policy shall be issued on a per occurrence basis. Owner may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability, or any other liability insurance deemed necessary because of the of the nature of this Contract.

Such Commercial General Liability insurance shall name the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement and Contract are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Owner, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to Owner. Contractor shall obtain endorsements to the Commercial General Liability insurance policy naming the County of Fresno as an additional insured and providing for a thirty (30) day prior written notice of cancellation or change in terms or coverage.

Within eight (8) days from date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to

the County of Fresno, or to designservices@fresnocountyca.gov, stating that such insurance coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for an premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement and Contract are concerned; that such coverage for additional insured shall apply as primary insurance an any other insurance, or self- insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to Owner.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement and Contract are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Owner, its officers, agents, and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum or thirty (30) days advance written notice given to Owner.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage. Coverage must include any auto used in connection with this Agreement and Contract.

C. Professional Liability

If Contractor is a licensed professional or employs professional staff, (e.g., Architect, Engineer, Surveyor, etc.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000.00) per occurrence, Three Million Dollars ($3,000,000.00) annual aggregate with a provision for three (3) year tail coverage.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

ARTICLE VI. Contractor represents that he or she has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten days' notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure should be provided to the Owner.

ARTICLE VII. The Contractor shall forthwith furnish in duplicate, a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price and a payment bond in an amount equal to one hundred percent (100%) of the Contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall contain provisions such that if the Contractor or their subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the Contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department and to the Franchise Tax Board from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with

respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

ARTICLE VIII. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Except as provided in Labor Code section 1725.5(f), no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Except as provided in Labor Code section 1725.5(f), no contractor or subcontractor may be awarded a contract for public work on a public works project or engage in the performance of work on any public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor shall comply with all applicable laws and regulations relating to wages and employment, including all requirements imposed by the California Department of Industrial Relations (DIR). Contractor shall cooperate with Owner to furnish timely all information necessary for Owner's completion of the form required to be submitted by Owner when registering the Project on the DIR website; and Owner thereafter shall provide to Contractor the "Project ID Number" assigned by DIR in order to facilitate Contactor's submission to DIR of its certified payrolls for the Project, in the manner required and using such form as may be prescribed by DIR, in accordance with the provisions of Labor Code section 1771.4(a)(3).

ARTICLE IX: Governing Law – Venue for any action arising out of or relating to this Agreement and Contract shall be in Fresno County, California. This Agreement and Contract shall be governed by the laws of the State of California.

ARTICLE X: EXECUTIVE ORDER N-6-22: Under Executive Order N-6-22 as a contractor, subcontractor, or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://ofac.treasury.gov/sanctions-programs-and-country-information/russia-related-sanctions). Failure to comply may result in the termination of contracts or grants, as applicable. Specially Designated Nationals and Blocked Persons List (SDN) (https://sanctionslist.ofac.treas.gov/Home/SdnList).

ARTICLE XI: USE OF UNITED STATES FLAG VESSELS: The Contractor 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.

"(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 (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

ARTICLE XII: REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS The provisions of the Exhibit 12-G Required Federal-Aid Contract Language including the provisions of Form FHWA 1273 is hereby physically attached, unmodified as a part of this contract (Exhibit A). The provisions of Form 1273 applies to federal-aid contracts and all work performed by subcontracts and subsequent lower-tier subcontracts and is required to be physically included in each executed contract. Form 1273 of Exhibit A must be physically inserted, unmodified in its entirety, into all subcontracts, except for purchase orders, rental agreements and other agreements for supplies or services entered into as a result of this contract.

ARTICLE XIII: MINIMUM FEDERAL WAGE RATES The Minimum Federal Wage Rates Determination is hereby physically attached, in conformance with federal 10-day rule as a part of this contract (Exhibit B). This wage rate determination applies to federal-aid contracts and all work performed exceeding $2000 by subcontracts and subsequent lower-tier subcontracts and is required to be physically included in each executed contract.

This Contract, **24-02-C**, was awarded by the Board of Supervisors on **June 10, 2025**. It has been reviewed by the Department of Public Works and Planning and is in proper order for signature of the Chairman of the Board of Supervisors.

IN WITNESS WHEREOF, they have executed this Agreement this 1st day of July, 2025

Avison Construction, Inc.
(CONTRACTOR)

By _____
Curtis Short

Title President

COUNTY OF FRESNO
(OWNER)

By _____
Ernest "Buddy" Mendes, Chairman
of the Board of Supervisors of the
County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By _____
Deputy

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**
- **C. Prompt Progress Payment 3**
- **D. Prompt Payment of Withheld Funds to Subcontractors 3**
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- **F. Commitment and Utilization 6**
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2. BID OPENING 9
3. BID RIGGING 9
4. CONTRACT AWARD 9
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6. CHANGED CONDITIONS 9
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12. FEMALE AND MINORITY GOALS 12
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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.

D. 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.

E. 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:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. 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.
3. 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.
4. 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).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. 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.

F. 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. LAPM 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 (LAPM 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.

G. 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.

H. 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.

I. 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_____WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

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

8. BUY AMERICA

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

Steel and Iron Materials

All steel and iron materials 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.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron 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.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

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

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

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

All manufacturing processes for these materials must occur in the United States.

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

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

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

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: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 19.1 26.1 23.6

180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

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

13. TITLE VI ASSURANCES

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

APPENDIX A

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

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter 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 reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

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 B

"General Decision Number: CA20250018 03/21/2025

Superseded General Decision Number: CA20240018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	02/07/2025
3	02/21/2025
4	02/28/2025
5	03/07/2025
6	03/21/2025

ASBE0016-004 05/01/2024

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	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)		
Area 1	$ 34.56	11.40
Area 2	$ 36.53	9.27

ASBE0016-008 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 84.76	25.07
Area 2	$ 64.56	25.07

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 42.06	19.80

BRCA0003-003 08/01/2024

	Rates	Fringes
MARBLE MASON	$ 61.72	30.31

BRCA0003-005 05/01/2024

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 51.17	25.80
(7) San Francisco, San Mateo	$ 57.02	28.50
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 56.94	26.28
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 52.76	25.01
(16) Monterey, Santa Cruz	$ 54.18	27.82

BRCA0003-008 07/01/2024

	Rates	Fringes
TERRAZZO FINISHER	$ 44.93	20.98
TERRAZZO WORKER/SETTER	$ 60.58	29.79

BRCA0003-011 04/01/2024

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 37.75	19.28
Area 2	$ 34.76	19.22
Area 3	$ 32.68	18.32
Tile Layer		
Area 1	$ 59.92	22.62
Area 2	$ 55.17	22.52
Area 3	$ 50.28	22.05

CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 2	$ 23.39	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &		

Steel Shoring Erector, Saw
Filer.....$ 52.80 30.82
Journeyman Carpenter.....$ 52.65 30.82
Millwright.....$ 52.75 32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2023

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49

Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 55.00 31.49
Journeyman Carpenter.....$ 54.85 31.49
Millwright.....$ 54.95 33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 54.85 31.49
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 47.77 31.49
Journeyman Carpenter.....$ 47.62 31.49
Millwright.....$ 50.12 33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 12/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 57.18	3%+27.15
Technician	$ 65.76	3%+27.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway

systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 91.25	3%+45.315

ELEC0100-002 03/01/2025

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 49.00	29.62

ELEC0100-005 12/01/2024

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 45.28	28.01
Technician	$ 52.07	28.21

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: 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. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/23/2024

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 68.16	31.29
Zone B	$ 74.98	31.50

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 03/01/2025

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 74.54	36.09
ELECTRICIAN	$ 66.26	35.84

ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.44	27.60
Technician	$ 55.71	27.82

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 100.25	46.72

ELECTRICIAN.....$ 87.17 46.33

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay.
Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 56.68	28.35
Technician	$ 65.18	28.61

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2024

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 84.18	3%+44.68
ELECTRICIAN	$ 73.20	3%+44.68

ELEC0595-002 06/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 59.34	3%+30.48
ELECTRICIAN		
(1) Tunnel work	$ 51.92	3%+30.48
(2) All other work	$ 49.45	3%+30.48

ELEC0595-006 12/01/2024

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 56.68	3%+26.65
Technician	$ 65.18	3%+26.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 45.28	3%+26.65
Technician	$ 52.07	3%+26.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2024

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 82.00	48.05

ELEC0617-003 12/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.75
Technician	$ 61.16	27.98

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 48.50	30.09

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 45.28	28.01
Technician	$ 52.07	28.21

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control

function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 53.30	22.26
(3) Groundman	$ 40.76	21.76
(4) Powderman	$ 51.87	18.79

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

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ELEV0008-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 84.05	38.435+a+b

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.

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* ENGI0003-001 07/01/2024

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 64.15	30.89
GROUP 2	$ 62.62	30.89
GROUP 3	$ 61.14	30.89
GROUP 4	$ 59.76	30.89
GROUP 5	$ 58.49	30.89
GROUP 6	$ 57.17	30.89
GROUP 7	$ 56.03	30.89
GROUP 8	$ 54.89	30.89
GROUP 8-A	$ 52.68	30.89
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 48.80	31.15
Hydraulic	$ 44.44	31.15
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15
Oiler	$ 42.89	31.15
Truck Crane Oiler	$ 45.12	31.15
GROUP 4		
Lifting devices	$ 47.37	31.15
GROUP 5		
Lifting devices	$ 44.73	31.15
GROUP 6		
Lifting devices	$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes	$ 53.27	31.15
Oiler	$ 43.72	31.15
Truck Crane Oiler	$ 45.95	31.15
GROUP 2		
Cranes	$ 51.50	31.15
Oiler	$ 43.45	31.15
Truck Crane Oiler	$ 45.73	31.15
GROUP 3		
Cranes	$ 50.02	31.15

Hydraulic	$ 45.07	31.15
Oiler	$ 43.23	31.15
Truck Crane Oiler	$ 45.46	31.15
GROUP 4		
Cranes	$ 48.00	31.15
GROUP 5		
Cranes	$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1	$ 60.25	30.89
GROUP 1-A	$ 62.72	30.89
GROUP 2	$ 58.99	30.89
GROUP 3	$ 57.66	30.89
GROUP 4	$ 56.52	30.89
GROUP 5	$ 55.38	30.89
UNDERGROUND:		
GROUP 1	$ 60.15	30.89
GROUP 1-A	$ 62.62	30.89
GROUP 2	$ 58.89	30.89
GROUP 3	$ 57.56	30.89
GROUP 4	$ 56.42	30.89
GROUP 5	$ 55.28	30.89

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller

Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler,

land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2024

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 60.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 55.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 54.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 51.23	39.55
AREA 2:		
(1) Leverman	$ 62.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 57.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 56.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 53.23	39.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

  THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
  AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
  Area 1: Western part along the Southern portion of border
  with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
  Area 1: All but the Northern portion along the border of
  Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
  Area 1: All but the Western border with Mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeastern border with
  Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 07/01/2024

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 52.40	28.52
AREA 2	$ 54.40	28.52
GROUP 2		
AREA 1	$ 48.80	28.52
AREA 2	$ 50.80	28.52
GROUP 3		
AREA 1	$ 44.19	28.52
AREA 2	$ 46.19	28.52

GROUP DESCRIPTIONS:

  GROUP 1: Landscape Finish Grade Operator: All finish grade
  work regardless of equipment used, and all equipment with a
  rating more than 65 HP.

  GROUP 2: Landscape Operator up to 65 HP: All equipment with
  a manufacturer's rating of 65 HP or less except equipment
  covered by Group 1 or Group 3. The following equipment
  shall be included except when used for finish work as long
  as manufacturer's rating is 65 HP or less: A-Frame and
  Winch Truck, Backhoe, Forklift, Hydragraphic Seeder
  Machine, Roller, Rubber-Tired and Track Earthmoving
  Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up
  to 65 HP.

  GROUP 3: Landscae Utility Operator: Small Rubber-Tired
  Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

  AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,

NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
  Area 1: All but the Northern portion along the border of
  Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
  Area 1: All but the Western border with mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeaster border with
  Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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* IRON0377-001 01/01/2025

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 55.33	35.15

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval

Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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* IRON0377-003 01/01/2025

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 55.83	35.15

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2025

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 45.78	26.51
Ornamental, Reinforcing and Structural	$ 50.70	35.15

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 07/01/2024

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1	$ 37.75	29.69
Area 2	$ 36.75	29.69

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash

cushions.

LABO0073-003 07/01/2023

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30

GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of

sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		

Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30

GROUP 1-c.....$ 36.55 27.30
GROUP 1-e.....$ 37.05 27.30
GROUP 1-f.....$ 31.37 23.20
GROUP 2.....$ 36.35 27.30
GROUP 3.....$ 36.25 27.30
GROUP 4.....$ 29.94 27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)
(1) New Construction.....$ 36.25 27.30
(2) Establishment Warranty Period.....$ 29.94 27.30

LABORER (WRECKING - AREA A:)
GROUP 1.....$ 36.50 27.30
GROUP 2.....$ 36.35 27.30

Laborers: (GUNITE - AREA A:)
GROUP 1.....$ 37.46 27.30
GROUP 2.....$ 36.96 27.30
GROUP 3.....$ 36.37 27.30
GROUP 4.....$ 36.25 27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types

(except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12

inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 37.05	27.45

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 37.26	27.30
Area B	$ 36.26	27.30
Traffic Control Person I		
Area A	$ 37.56	27.30
Area B	$ 36.56	27.30
Traffic Control Person II		
Area A	$ 35.06	27.30
Area B	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on

slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/26/2023

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;

Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work

performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 40.68	29.68

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	$ 36.29	25.55

LABO0294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 36.26	27.30
Traffic Control Person I....	$ 36.56	27.30
Traffic Control Person II...	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 45.89	27.72
GROUP 2.....	$ 45.66	27.72
GROUP 3.....	$ 45.41	27.72
GROUP 4.....	$ 44.96	27.72
GROUP 5.....	$ 44.42	27.72

Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small

diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling

and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)

(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		

LABORERS - AREA A:)

Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 1-g	$ 36.70	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30

LABORER (GUNITE - AREA A:)

GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30

LABORER (WRECKING - AREA A:)

GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No

joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including

repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete

nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO1130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30

GROUP 2.....$ 35.35 27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or

temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2025

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 53.38	28.04

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.

INDUSTRIAL PAINTING - $0.25 additional per hour
  [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2025

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 63.76	32.69
AREA 2	$ 59.63	31.29

PAIN0016-012 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 59.00	33.03

PAIN0016-015 01/01/2025

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 43.45	22.80

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
  HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2025

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 57.00	28.04

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 56.22	34.00

PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 34.49	21.80
Drywall Finisher/Taper	$ 35.74	21.80

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.53	23.19

PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes

Parking Lot Striping/Highway Marking:

GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.54	26.59

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 85.50	48.98

PLUM0038-005 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 72.68	32.91

PLUM0062-001 01/01/2025

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 55.00	42.35

PLUM0159-001 07/01/2024

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 65.28	48.04
(2) All other work	$ 66.17	48.04

PLUM0246-001 01/01/2025

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 51.65	41.59

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* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job

shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 74.00	47.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 74.00	47.45

PLUM0355-004 07/01/2024

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 34.51	18.30

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 01/01/2025

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 55.95	37.64

PLUM0467-001 07/01/2024

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 83.75	40.65

ROOF0027-002 09/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 45.76	16.86

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any

building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2024

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 55.30	22.97

ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 52.47	22.31

ROOF0081-004 08/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 49.65	22.19

ROOF0095-002 08/01/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 57.17	21.51
Journeyman	$ 53.17	21.51
Kettle person (2 kettles)	$ 55.17	21.51

SFCA0483-001 01/01/2025

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 78.94	39.10

SFCA0669-011 01/01/2025

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 46.42	28.42

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under $200,000	$ 55.92	45.29
All Other Work	$ 64.06	46.83
AREA 2	$ 52.90	36.44
AREA 3	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal		

decking and siding only).....$ 44.45 35.55

TEAM0094-001 07/01/2024

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 41.54	33.25
GROUP 2	$ 41.84	33.25
GROUP 3	$ 42.14	33.25
GROUP 4	$ 42.49	33.25
GROUP 5	$ 42.84	33.25

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter

pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination.
The date, 01/03/2024 in the example, reflects the date on which
the classifications and rates under the ?SA? identifier took
effect under state law in the state from which the rates were
adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can
be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on
a wage determination matter
d) an initial conformance (additional classification
and rate) determination

On survey related matters, initial contact, including requests
for summaries of surveys, should be directed to the WHD Branch
of Wage Surveys. Requests can be submitted via email to
davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as
conformance decisions, requests for initial decisions should be
directed to the WHD Branch of Construction Wage Determinations.
Requests can be submitted via email to BCWD-Office@dol.gov or
by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested
party (those affected by the action) that disagrees with the
decision can request review and reconsideration from the Wage
and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Requests for review and reconsideration can be submitted via
email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and any information (wage payment
data, project description, area practice material, etc.) that
the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Bid Summary
Fresno County Department of Public Works and Planning

Project No. : STPL-5942(289) (296)
Contract No.: 24-02-C
Jensen Avenue Road Reconstruction from West to Fig

Bid Opening: 5/1/2025
Award Date: 6/10/2025

Bidders
1 Avison Construction, Inc., 40434 Brickyard Drive, Madera, CA 93636
2 Cal Valley Construction, Inc., 5125 N Gates Avenue #102, Fresno, CA 93722
3 Yarbs Grading and Paving, Inc., 11339 S. Peach Avenue, Fresno CA 93725
4 Agee Construction Corporation, 1039 Hoblitt Avenue, Clovis, CA 93612
5 Granite Construction Company, 2716 S Granite Ct, Fresno, CA 93706
6 Dawson-Mauldin, LLC, 3410 McCall Ave. Suite 106, Selma, CA 93662
7 Terra West Construction Incorporated, 1030 Gettysburg Ave Ste 107, Clovis, CA 93612

					Avison Construction, Inc. Subcontractors: Pavement Recylcing Systems; KRC Safety Co.; West Valley Construction; Specialized Pavement Markings		**Cal Valley Construction, Inc.** Subcontractors: Fresno Concrete Const., Inc.; Chrisp Company; AWP Safety; KRC Safety Co., Inc.; Griffin Soil		**Yarbs Grading and Paving, Inc.** Subcontractors: Trinity Engineering; Talley Oil; KRC Safety; West Valley Construction; SPM; Fresno Concrete; Griffin Soil		**Agee Construction Corporation** Subcontractors: Specialized Pavement Marking, LLC; Pavement Recycling Systems		**Granite Construction Company** Subcontractors: KRC Safety Company, Inc.; Chrisp Company; ABSL Construction; West Valley Construction Company, Inc. dba West Valley Construction; Griffin Soil; Fresno Concrete Construction, Inc.		**Dawson-Mauldin, LLC** Subcontractors: SPM (Specialized Pavement Markings); Pavement Recycling Systems		**Terra West Construction Incorporated** Subcontractors: Safety Network; Specialized Pavement Marking; Asphalt Dike Construction, Inc. dba APCO; Fresno Concrete Construction, Inc.; Griffin Soil; Floyd Johnston	
Bid Items - Road Reconstruction				**Engineer's Estimate**		**1**		**2**		**3**		**4**		**5**		**6**		**7**	
ITEM NO.	**QUANTITY**	**UNIT OF MEASURE**	**ITEM DESCRIPTION**	**ITEM PRICE (IN FIGURES)**	**TOTAL PRICE (IN FIGURES)**	**ITEM PRICE (IN FIGURES)**	**TOTAL PRICE (IN FIGURES)**	**ITEM PRICE (IN FIGURES)**	**TOTAL PRICE (IN FIGURES)**	**ITEM PRICE (IN FIGURES)**	**TOTAL PRICE (IN FIGURES)**	**ITEM PRICE (IN FIGURES)**	**TOTAL PRICE (IN FIGURES)**	**ITEM PRICE (IN FIGURES)**	**TOTAL PRICE (IN FIGURES)**	**ITEM PRICE (IN FIGURES)**	**TOTAL PRICE (IN FIGURES)**	**ITEM PRICE (IN FIGURES)**	**TOTAL PRICE (IN FIGURES)**
1	6	EA	FEDERAL TRAINEE PROGRAM	$800.00	$4,800.00	$1,000.00	$6,000.00	$1,600.00	$9,600.00	$1,000.00	$6,000.00	$100.00	$600.00	$200.00	$1,200.00	$1,200.00	$7,200.00	$2,000.00	$12,000.00
2	170,000	$	SUPPLEMENTAL WORK (PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS)	$1.00	$170,000.00	$1.00	$170,000.00	$1.00	$170,000.00	$1.00	$170,000.00	$1.00	$170,000.00	$1.00	$170,000.00	$1.00	$170,000.00	$1.00	$170,000.00
3	2	EA	CONSTRUCTION PROJECT INFORMATION SIGN	$1,000.00	$2,000.00	$2,000.00	$4,000.00	$1,825.00	$3,650.00	$1,600.00	$3,200.00	$2,500.00	$5,000.00	$2,225.00	$4,450.00	$3,000.00	$6,000.00	$2,000.00	$4,000.00
4	1	LS	TRAFFIC CONTROL SYSTEM (Road Reconstruction)	$110,000.00	$110,000.00	$62,500.00	$62,500.00	$435,000.00	$435,000.00	$290,000.00	$290,000.00	$125,000.00	$125,000.00	$344,000.00	$344,000.00	$140,000.00	$140,000.00	$380,000.00	$380,000.00
5	1	LS	PREPARE AND IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$1,700.00	$1,700.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$2,500.00	$2,500.00	$15,000.00	$15,000.00	$2,500.00	$2,500.00
6	1	EA	STORM WATER ANNUAL REPORT	$1,500.00	$1,500.00	$500.00	$500.00	$2,000.00	$2,000.00	$300.00	$300.00	$1,200.00	$1,200.00	$1,100.00	$1,100.00	$2,500.00	$2,500.00	$1,000.00	$1,000.00
7	1,000	$	STATE WATER RESOURCES CONTROL BOARD NOTICE OF INTENT FILING FEE	$1.00	$1,000.00	$1.00	$1,000.00	$1.00	$1,000.00	$1.00	$1,000.00	$1.00	$1,000.00	$1.00	$1,000.00	$1.00	$1,000.00	$1.00	$1,000.00
8	1	LS	JOB SITE MANAGEMENT	$5,000.00	$5,000.00	$500.00	$500.00	$5,200.00	$5,200.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$165,000.00	$165,000.00	$20,000.00	$20,000.00
9	1	LS	DUST CONTROL PLAN	$1,500.00	$1,500.00	$1,000.00	$1,000.00	$575.00	$575.00	$500.00	$500.00	$700.00	$700.00	$400.00	$400.00	$19,000.00	$19,000.00	$5,000.00	$5,000.00
10	1	LS	LEAD COMPLIANCE PLAN	$2,000.00	$2,000.00	$2,500.00	$2,500.00	$2,600.00	$2,600.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$4,500.00	$4,500.00	$2,200.00	$2,200.00	$5,000.00	$5,000.00
11	1	LS	DEMO EXISTING CONCRETE (RAMP, SIDEWALK, C&G & VAULT)	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$12,500.00	$12,500.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$10,000.00	$10,000.00	$2,200.00	$2,200.00	$30,000.00	$30,000.00
12	4	EA	REMOVE AND DISPOSE SIGN	$300.00	$1,200.00	$200.00	$800.00	$85.00	$340.00	$90.00	$360.00	$500.00	$2,000.00	$85.00	$340.00	$122.00	$488.00	$800.00	$3,200.00
13	1	LS	TEMPORARY MAILBOX	$1,000.00	$1,000.00	$2,500.00	$2,500.00	$750.00	$750.00	$3,000.00	$3,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$1,000.00	$1,000.00	$20,000.00	$20,000.00
14	1	LS	CLEARING AND GRUBBING	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$50,000.00	$50,000.00	$84,000.00	$84,000.00	$30,000.00	$30,000.00	$340,000.00	$340,000.00	$73,000.00	$73,000.00	$40,000.00	$40,000.00
15	12,230	CY	ROADWAY EXCAVATION - Final Pay Item	$50.00	$611,500.00	$40.00	$489,200.00	$5.00	$61,150.00	$31.00	$379,130.00	$33.00	$403,590.00	$22.00	$269,060.00	$38.00	$464,740.00	$22.00	$269,060.00
16	519	CY	SHOULDER BACKING - Final Pay Item	$30.00	$15,570.00	$30.00	$15,570.00	$56.00	$29,064.00	$65.00	$33,735.00	$40.00	$20,760.00	$90.00	$46,710.00	$140.00	$72,660.00	$110.00	$57,090.00
17	1	LS	FINISHING ROADWAY	$25,000.00	$25,000.00	$1,000.00	$1,000.00	$16,000.00	$16,000.00	$7,000.00	$7,000.00	$15,000.00	$15,000.00	$10,000.00	$10,000.00	$52,000.00	$52,000.00	$70,000.00	$70,000.00
18	2,036	CY	PULVERIZED MATERIAL & MATERIAL HANDLING (STA 72+43 TO STA 83)	$30.00	$61,080.00	$9.00	$18,324.00	$17.00	$34,612.00	$15.00	$30,540.00	$37.00	$75,332.00	$32.00	$65,152.00	$33.00	$67,188.00	$55.00	$111,980.00
19	32,275	SY	1-FOOT FULL DEPTH RECLAMATION WITH CEMENT (FDR-C) - Final Pay Item	$9.00	$290,475.00	$14.00	$451,850.00	$17.50	$564,812.50	$14.00	$451,850.00	$15.00	$484,125.00	$16.00	$516,400.00	$20.00	$645,500.00	$22.00	$710,050.00
20	10,293	SY	1.25-FOOT FULL DEPTH RECLAMATION WITH CEMENT (FDR-C) - Final Pay Item	$10.00	$102,930.00	$16.00	$164,688.00	$17.50	$180,127.50	$16.00	$164,688.00	$15.50	$159,541.50	$18.00	$185,274.00	$28.00	$288,204.00	$33.00	$339,669.00
21	75,000	LBS	INCREASE OR DECREASE IN CEMENT FOR FDR-C METHOD	$0.15	$11,250.00	$0.11	$8,250.00	$0.15	$11,250.00	$0.15	$11,250.00	$0.11	$8,250.00	$0.15	$11,250.00	$0.12	$9,000.00	$0.15	$11,250.00
22	17,623	TON	HOT MIX ASPHALT (TYPE A 3/4" GRADING)	$110.00	$1,938,530.00	$110.00	$1,938,530.00	$87.00	$1,533,201.00	$92.00	$1,621,316.00	$93.00	$1,638,939.00	$87.50	$1,542,012.50	$116.00	$2,044,268.00	$150.00	$2,643,450.00
23	22	TON	MINOR HOT MIX ASPHALT	$100.00	$2,200.00	$145.00	$3,190.00	$140.00	$3,080.00	$135.00	$2,970.00	$160.00	$3,520.00	$250.00	$5,500.00	$510.00	$11,220.00	$600.00	$13,200.00
24	152	SY	PLACE MINOR HMA MISCELLANEOUS AREAS	$50.00	$7,600.00	$80.00	$12,160.00	$26.00	$3,952.00	$35.00	$5,320.00	$100.00	$15,200.00	$45.00	$6,840.00	$90.00	$13,680.00	$155.00	$23,560.00
25	155	LF	PLACE AC DIKE TYPE E (MINOR HMA)	$13.00	$2,015.00	$20.00	$3,100.00	$16.00	$2,480.00	$32.00	$4,960.00	$22.00	$3,410.00	$16.00	$2,480.00	$44.00	$6,820.00	$48.00	$7,440.00
26	223	LF	PLACE AC DIKE TYPE A (MINOR HMA)	$10.00	$2,230.00	$20.00	$4,460.00	$16.00	$3,568.00	$21.00	$4,683.00	$22.00	$4,906.00	$16.00	$3,568.00	$44.00	$9,812.00	$37.00	$8,251.00
27	34	TON	TACK COAT	$2,000.00	$68,000.00	$1,000.00	$34,000.00	$1.00	$34.00	$1,000.00	$34,000.00	$1,500.00	$51,000.00	$615.00	$20,910.00	$980.00	$33,320.00	$10.00	$340.00
28	5	LF	18 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS III	$250.00	$1,250.00	$190.00	$950.00	$210.00	$1,050.00	$200.00	$1,000.00	$800.00	$4,000.00	$180.00	$900.00	$225.00	$1,125.00	$151.00	$755.00
29	179	LF	18 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS IV	$195.00	$34,905.00	$175.00	$31,325.00	$210.00	$37,590.00	$175.00	$31,325.00	$150.00	$26,850.00	$163.00	$29,177.00	$206.00	$36,874.00	$165.00	$29,535.00

Bid Summary
Fresno County Department of Public Works and Planning

ITEM NO.	QUANTITY	UNIT OF MEASURE	ITEM DESCRIPTION	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)
30	219	LF	18 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS V OR CLASS IV W/ SPECIAL BEDDING	$215.00	$47,085.00	$180.00	$39,420.00	$200.00	$43,800.00	$176.00	$38,544.00	$135.00	$29,565.00	$164.00	$35,916.00	$220.00	$48,180.00	$196.00	$42,924.00
31	21	LF	36 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS III	$350.00	$7,350.00	$600.00	$12,600.00	$290.00	$6,090.00	$600.00	$12,600.00	$500.00	$10,500.00	$553.00	$11,613.00	$628.00	$13,188.00	$267.00	$5,607.00
32	20	LF	36 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS IV	$400.00	$8,000.00	$620.00	$12,400.00	$290.00	$5,800.00	$620.00	$12,400.00	$500.00	$10,000.00	$570.00	$11,400.00	$1,350.00	$27,000.00	$295.00	$5,900.00
33	16	LF	36 INCH RUBBER GASKET REINFORCED CONCRETE PIPE CLASS V	$450.00	$7,200.00	$700.00	$11,200.00	$325.00	$5,200.00	$700.00	$11,200.00	$400.00	$6,400.00	$654.00	$10,464.00	$509.00	$8,144.00	$280.00	$4,480.00
34	425	LF	TEMPORARY TRENCH RESURFACING – STORM DRAIN SYSTEM	$12.00	$5,100.00	$18.00	$7,650.00	$3.00	$1,275.00	$15.00	$6,375.00	$26.00	$11,050.00	$17.00	$7,225.00	$15.00	$6,375.00	$30.00	$12,750.00
35	1	EA	TYPE A CASE I MANHOLE	$10,000.00	$10,000.00	$20,000.00	$20,000.00	$11,500.00	$11,500.00	$22,000.00	$22,000.00	$12,000.00	$12,000.00	$20,000.00	$20,000.00	$12,000.00	$12,000.00	$11,000.00	$11,000.00
36	1	EA	TYPE A CASE II MANHOLE	$15,000.00	$15,000.00	$25,000.00	$25,000.00	$12,500.00	$12,500.00	$26,000.00	$26,000.00	$13,000.00	$13,000.00	$24,000.00	$24,000.00	$16,000.00	$16,000.00	$13,000.00	$13,000.00
37	1,305	SF	MINOR CONCRETE (CURB RAMP & SIDEWALK)	$15.00	$19,575.00	$16.00	$20,880.00	$16.00	$20,880.00	$9.50	$12,397.50	$15.00	$19,575.00	$10.00	$13,050.00	$15.00	$19,575.00	$27.00	$35,235.00
38	142	LF	INSTALL CURB AND GUTTER	$65.00	$9,230.00	$72.00	$10,224.00	$55.00	$7,810.00	$48.00	$6,816.00	$62.00	$8,804.00	$50.00	$7,100.00	$95.00	$13,490.00	$81.00	$11,502.00
39	108	SF	DETECTABLE WARNING SURFACE	$40.00	$4,320.00	$42.00	$4,536.00	$33.00	$3,564.00	$35.00	$3,780.00	$35.00	$3,780.00	$33.00	$3,564.00	$130.00	$14,040.00	$33.00	$3,564.00
40	8	EA	ADJUST WATER VALVE LID TO GRADE	$900.00	$7,200.00	$1,200.00	$9,600.00	$1,200.00	$9,600.00	$1,100.00	$8,800.00	$1,100.00	$8,800.00	$1,000.00	$8,000.00	$1,500.00	$12,000.00	$3,000.00	$24,000.00
41	16	EA	ADJUST MANHOLE LID TO GRADE	$1,800.00	$28,800.00	$2,500.00	$40,000.00	$2,100.00	$33,600.00	$2,000.00	$32,000.00	$1,500.00	$24,000.00	$1,600.00	$25,600.00	$1,800.00	$28,800.00	$1,900.00	$30,400.00
42	2	EA	ADJUST PULL BOX LID TO GRADE	$1,000.00	$2,000.00	$2,000.00	$4,000.00	$850.00	$1,700.00	$800.00	$1,600.00	$1,200.00	$2,400.00	$1,100.00	$2,200.00	$900.00	$1,800.00	$4,400.00	$8,800.00
43	7	EA	SURVEY MONUMENT	$750.00	$5,250.00	$800.00	$5,600.00	$1,200.00	$8,400.00	$1,200.00	$8,400.00	$1,100.00	$7,700.00	$1,000.00	$7,000.00	$1,500.00	$10,500.00	$1,100.00	$7,700.00
44	5	EA	INSTALL NEW CHANNELIZER	$100.00	$500.00	$200.00	$1,000.00	$80.00	$400.00	$85.00	$425.00	$200.00	$1,000.00	$120.00	$600.00	$225.00	$1,125.00	$180.00	$900.00
45	28	EA	ROADSIDE SIGN - ONE POST	$500.00	$14,000.00	$700.00	$19,600.00	$600.00	$16,800.00	$650.00	$18,200.00	$600.00	$16,800.00	$475.00	$13,300.00	$650.00	$18,200.00	$550.00	$15,400.00
46	385	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 8)	$1.00	$385.00	$0.60	$231.00	$1.00	$385.00	$0.55	$211.75	$0.55	$211.75	$1.00	$385.00	$0.50	$192.50	$1.00	$385.00
47	6,119	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 22)	$1.50	$9,178.50	$4.00	$24,476.00	$2.00	$12,238.00	$4.00	$24,476.00	$3.80	$23,252.20	$2.00	$12,238.00	$3.60	$22,028.40	$3.00	$18,357.00
48	1,805	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 29)	$2.00	$3,610.00	$8.00	$14,440.00	$3.00	$5,415.00	$8.00	$14,440.00	$7.10	$12,815.50	$3.00	$5,415.00	$7.00	$12,635.00	$7.00	$12,635.00
49	413	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 38)	$2.00	$826.00	$2.00	$826.00	$4.00	$1,652.00	$2.20	$908.60	$2.10	$867.30	$4.00	$1,652.00	$2.00	$826.00	$2.00	$826.00
50	60	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 38A)	$2.00	$120.00	$2.00	$120.00	$4.00	$240.00	$2.20	$132.00	$2.10	$126.00	$4.00	$240.00	$2.00	$120.00	$2.00	$120.00
51	21,130	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 39)	$2.00	$42,260.00	$1.00	$21,130.00	$1.50	$31,695.00	$0.95	$20,073.50	$0.90	$19,017.00	$1.50	$31,695.00	$0.85	$17,960.50	$1.00	$21,130.00
52	800	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 39A)	$2.00	$1,600.00	$1.00	$800.00	$1.50	$1,200.00	$0.95	$760.00	$0.90	$720.00	$1.50	$1,200.00	$0.85	$680.00	$1.00	$800.00
53	3,056	LF	THERMOPLASTIC DIAGONAL AND CHEVRON TRAFFIC STRIPE (6" WHITE)	$3.00	$9,168.00	$4.00	$12,224.00	$4.00	$12,224.00	$4.50	$13,752.00	$4.10	$12,529.60	$4.00	$12,224.00	$4.00	$12,224.00	$4.00	$12,224.00
54	208	LF	THERMOPLASTIC TRAFFIC STRIPE (12" WHITE) - LIMIT LINE	$5.00	$1,040.00	$8.00	$1,664.00	$10.00	$2,080.00	$8.00	$1,664.00	$7.10	$1,476.80	$10.00	$2,080.00	$7.00	$1,456.00	$7.00	$1,456.00
55	674	LF	THERMOPLASTIC TRAFFIC STRIPE (12" YELLOW) - CROSSWALK	$7.00	$4,718.00	$8.00	$5,392.00	$10.00	$6,740.00	$8.00	$5,392.00	$7.10	$4,785.40	$10.00	$6,740.00	$7.00	$4,718.00	$7.00	$4,718.00
56	186	SF	THERMOPLASTIC PAVEMENT MARKINGS	$10.00	$1,860.00	$9.00	$1,674.00	$10.00	$1,860.00	$9.00	$1,674.00	$8.10	$1,506.60	$10.00	$1,860.00	$8.00	$1,488.00	$8.00	$1,488.00
57	785	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 26)	$2.00	$1,570.00	$2.00	$1,570.00	$1.00	$785.00	$2.20	$1,727.00	$2.10	$1,648.50	$1.00	$785.00	$2.00	$1,570.00	$2.00	$1,570.00
58	2,771	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 27B)	$2.00	$5,542.00	$1.00	$2,771.00	$1.50	$4,156.50	$0.95	$2,632.45	$0.90	$2,493.90	$1.50	$4,156.50	$0.85	$2,355.35	$1.00	$2,771.00
59	361	LF	THERMOPLASTIC DIAGONAL YELLOW STRIPE 8" WIDE	$2.00	$722.00	$6.50	$2,346.50	$6.00	$2,166.00	$6.80	$2,454.80	$6.10	$2,202.10	$6.00	$2,166.00	$6.00	$2,166.00	$6.00	$2,166.00
60	5	EA	BLUE FIRE HYDRANT MARKER	$55.00	$275.00	$8.00	$40.00	$50.00	$250.00	$8.00	$40.00	$7.10	$35.50	$50.00	$250.00	$7.00	$35.00	$7.00	$35.00
61	663	EA	RETROREFLECTIVE PAVEMENT MARKER (TYPE D)	$10.00	$6,630.00	$8.00	$5,304.00	$4.00	$2,652.00	$8.00	$5,304.00	$7.10	$4,707.30	$4.00	$2,652.00	$7.00	$4,641.00	$7.00	$4,641.00
62	43	EA	RETROREFLECTIVE PAVEMENT MARKER (TYPE G AND H)	$10.00	$430.00	$8.00	$344.00	$4.00	$172.00	$8.00	$344.00	$7.10	$305.30	$4.00	$172.00	$7.00	$301.00	$7.00	$301.00
63	244	SF	PAINT PAVEMENT MARKINGS (BIKE SYMBOL AND ARROWS)	$10.00	$2,440.00	$6.00	$1,464.00	$8.00	$1,952.00	$5.50	$1,342.00	$5.10	$1,244.40	$8.00	$1,952.00	$5.00	$1,220.00	$5.00	$1,220.00
64	378	LF	PAINT AC DIKE WHITE	$5.00	$1,890.00	$3.00	$1,134.00	$5.00	$1,890.00	$2.80	$1,058.40	$2.60	$982.80	$5.00	$1,890.00	$2.50	$945.00	$3.00	$1,134.00
65	520	SF	GREEN TRAFFIC PAINT MMA	$4.00	$2,080.00	$14.00	$7,280.00	$14.00	$7,280.00	$13.00	$6,760.00	$12.20	$6,344.00	$14.00	$7,280.00	$12.00	$6,240.00	$12.00	$6,240.00
66	6,000	LF	REMOVE YELLOWLINE TRAFFIC STRIPE CONTAINING LEAD	$9.00	$54,000.00	$2.50	$15,000.00	$3.00	$18,000.00	$2.50	$15,000.00	$2.50	$15,000.00	$3.00	$18,000.00	$2.25	$13,500.00	$2.00	$12,000.00
67	1	LS	MOBILIZATION	$170,000.00	$170,000.00	$195,000.00	$195,000.00	$500,000.00	$500,000.00	$400,000.00	$400,000.00	$349,000.55	$349,000.55	$420,000.00	$420,000.00	$250,000.00	$250,000.00	$210,000.00	$210,000.00
			Total Road Reconstruction Bid	$4,007,489.50		$4,009,837.50		$3,980,837.50		$4,100,811.00		$3,921,570.00		$4,337,788.00		$4,968,717.75		$5,538,709.00	

Bid Summary
Fresno County Department of Public Works and Planning

ITEM NO.	QUANTITY	UNIT OF MEASURE	ITEM DESCRIPTION	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)
Bid Items - Pipeline Replacement																			
68	1	LS	MOBILIZATION (WATER INFRASTRUCTURE REPLACEMENT)	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
69	10,000	$	MEDIATOR (OWNER'S 50% SHARE, PG. 2.53 OF GENERAL CONDITIONS)	$1.00	$10,000.00	$1.00	$10,000.00	$1.00	$10,000.00	$1.00	$10,000.00	$1.00	$10,000.00	$1.00	$10,000.00	$1.00	$10,000.00	$1.00	$10,000.00
70	1	LS	TRAFFIC CONTROL, DETOURS AND ACCESS (WATER INFRASTRUCTURE REPLACEMENT)	$130,000.00	$130,000.00	$30,000.00	$30,000.00	$90,000.00	$90,000.00	$50,000.00	$50,000.00	$49,000.00	$49,000.00	$50,000.00	$50,000.00	$100,000.00	$100,000.00	$90,000.00	$90,000.00
71	1	LS	DUST CONTROL PLAN (WATER INFRASTRUCTURE REPLACEMENT)	$5,000.00	$5,000.00	$500.00	$500.00	$100.00	$100.00	$500.00	$500.00	$500.00	$500.00	$750.00	$750.00	$20,000.00	$20,000.00	$16,000.00	$16,000.00
72	1	LS	PREPARE AND IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN (WATER INFRASTRUCTURE	$10,500.00	$10,500.00	$1,000.00	$1,000.00	$7,500.00	$7,500.00	$1,500.00	$1,500.00	$250.00	$250.00	$1,125.00	$1,125.00	$12,000.00	$12,000.00	$2,000.00	$2,000.00
73	1	LS	WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND	$10,000.00	$10,000.00	$19,000.00	$19,000.00	$12,000.00	$12,000.00	$18,000.00	$18,000.00	$25,000.00	$25,000.00	$17,000.00	$17,000.00	$19,000.00	$19,000.00	$14,000.00	$14,000.00
74	1	LS	TRENCH PROTECTION	$6,000.00	$6,000.00	$1,100.00	$1,100.00	$10,000.00	$10,000.00	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$1,100.00	$1,100.00	$12,000.00	$12,000.00	$22,000.00	$22,000.00
75	7,050	LF	TEMPORARY TRENCH RESURFACING (WATER INFRASTRUCTURE)	$8.00	$56,400.00	$8.50	$59,925.00	$2.50	$17,625.00	$7.00	$49,350.00	$7.00	$49,350.00	$7.50	$52,875.00	$7.00	$49,350.00	$15.00	$105,750.00
76	22	EA	FURNISH AND INSTALL 1-INCH WATER SERVICE AND METER BOX	$3,400.00	$74,800.00	$4,100.00	$90,200.00	$1,600.00	$35,200.00	$4,300.00	$94,600.00	$4,100.00	$90,200.00	$3,900.00	$85,800.00	$4,400.00	$96,800.00	$4,500.00	$99,000.00
77	1	EA	FURNISH AND INSTALL 1.5-INCH WATER SERVICE AND METER BOX	$4,400.00	$4,400.00	$4,400.00	$4,400.00	$1,800.00	$1,800.00	$4,700.00	$4,700.00	$4,400.00	$4,400.00	$4,300.00	$4,300.00	$4,400.00	$4,400.00	$4,000.00	$4,000.00
78	1	EA	FURNISH AND INSTALL 2-INCH WATER SERVICE AND METER BOX	$5,000.00	$5,000.00	$5,200.00	$5,200.00	$2,000.00	$2,000.00	$5,300.00	$5,300.00	$5,800.00	$5,800.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
79	24	EA	CONNECT WATER SERVICE AT METER BOX	$500.00	$12,000.00	$260.00	$6,240.00	$1,500.00	$36,000.00	$270.00	$6,480.00	$550.00	$13,200.00	$250.00	$6,000.00	$2,500.00	$60,000.00	$900.00	$21,600.00
80	24	EA	CONNECT WATER SERVICE TO EXISTING LEAD LINE (FRONT)	$600.00	$14,400.00	$600.00	$14,400.00	$1,500.00	$36,000.00	$620.00	$14,880.00	$475.00	$11,400.00	$575.00	$13,800.00	$1,400.00	$33,600.00	$1,200.00	$28,800.00
81	24	EA	FURNISH AND INSTALL GROUNDING ROD	$500.00	$12,000.00	$700.00	$16,800.00	$500.00	$12,000.00	$720.00	$17,280.00	$500.00	$12,000.00	$660.00	$15,840.00	$600.00	$14,400.00	$80.00	$1,920.00
82	290	LF	FURNISH AND INSTALL 1.5-INCH SCH 40 PVC ON-SITE LEAD LINE	$100.00	$29,000.00	$42.00	$12,180.00	$26.00	$7,540.00	$43.00	$12,470.00	$75.00	$21,750.00	$40.00	$11,600.00	$45.00	$13,050.00	$104.00	$30,160.00
83	30	LF	FURNISH AND INSTALL 2-INCH SCH 40 PVC ON-SITE LEAD LINE	$100.00	$3,000.00	$43.00	$1,290.00	$26.00	$780.00	$45.00	$1,350.00	$75.00	$2,250.00	$41.00	$1,230.00	$48.00	$1,440.00	$220.00	$6,600.00
84	190	LF	FURNISH AND INSTALL 8-INCH CL 350 DUCTILE IRON WATER MAIN	$125.00	$23,750.00	$325.00	$61,750.00	$232.00	$44,080.00	$340.00	$64,600.00	$350.00	$66,500.00	$314.00	$59,660.00	$350.00	$66,500.00	$600.00	$114,000.00
85	5,600	LF	FURNISH AND INSTALL 16-INCH CL 350 DUCTILE IRON WATER MAIN	$240.00	$1,344,000.00	$210.00	$1,176,000.00	$235.00	$1,316,000.00	$200.00	$1,120,000.00	$208.00	$1,164,800.00	$192.00	$1,075,200.00	$240.00	$1,344,000.00	$220.00	$1,232,000.00
86	3	EA	FURNISH AND INSTALL 8-INCH GATE VALVE	$2,000.00	$6,000.00	$2,300.00	$6,900.00	$2,300.00	$6,900.00	$2,400.00	$7,200.00	$4,200.00	$12,600.00	$2,200.00	$6,600.00	$2,600.00	$7,800.00	$2,900.00	$8,700.00
87	10	EA	FURNISH AND INSTALL 16-INCH BUTTERFLY VALVE	$9,300.00	$93,000.00	$8,500.00	$85,000.00	$6,400.00	$64,000.00	$8,300.00	$83,000.00	$11,000.00	$110,000.00	$7,700.00	$77,000.00	$8,800.00	$88,000.00	$13,500.00	$135,000.00
88	10	EA	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY	$11,000.00	$110,000.00	$16,000.00	$160,000.00	$15,000.00	$150,000.00	$17,000.00	$170,000.00	$21,000.00	$210,000.00	$15,450.00	$154,500.00	$16,000.00	$160,000.00	$28,000.00	$280,000.00
89	3	EA	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY WITH DELINEATORS	$12,500.00	$37,500.00	$20,000.00	$60,000.00	$16,000.00	$48,000.00	$20,000.00	$60,000.00	$21,000.00	$63,000.00	$18,200.00	$54,600.00	$16,000.00	$48,000.00	$20,000.00	$60,000.00
90	160	SF	CONCRETE SIDEWALK OR WALKWAY REPAIR AND RECONSTRUCTION	$18.00	$2,880.00	$20.00	$3,200.00	$25.00	$4,000.00	$20.00	$3,200.00	$32.00	$5,120.00	$20.00	$3,200.00	$16.00	$2,560.00	$73.00	$11,680.00
91	1	EA	TEMPORARY BACKFLOW ASSEMBLY	$18,000.00	$18,000.00	$30,000.00	$30,000.00	$24,000.00	$24,000.00	$32,000.00	$32,000.00	$11,000.00	$11,000.00	$29,000.00	$29,000.00	$16,000.00	$16,000.00	$23,000.00	$23,000.00
92	24	EA	ABANDONMENT OF OLD WATER SERVICE, METERS, AND METER BOXES	$450.00	$10,800.00	$600.00	$14,400.00	$1,800.00	$43,200.00	$600.00	$14,400.00	$900.00	$21,600.00	$550.00	$13,200.00	$280.00	$6,720.00	$3,000.00	$72,000.00
93	1	LS	CITY OF FRESNO PLUMBING AND ELECTRICAL PERMIT	$20,000.00	$20,000.00	$100.00	$100.00	$10,000.00	$10,000.00	$500.00	$500.00	$1,000.00	$1,000.00	$750.00	$750.00	$12,000.00	$12,000.00	$25,000.00	$25,000.00
94	1	LS	COUNTY OF FRESNO ENCROACHMENT PERMIT	$6,000.00	$6,000.00	$100.00	$100.00	$1,700.00	$1,700.00	$500.00	$500.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$6,500.00	$6,500.00	$75,000.00	$75,000.00
95	1	LS	MISCELLANEOUS FACILITIES AND OPERATIONS	$20,000.00	$20,000.00	$80,000.00	$80,000.00	$11,000.00	$11,000.00	$85,000.00	$85,000.00	$250,000.00	$250,000.00	$100,000.00	$100,000.00	$230,000.00	$230,000.00	$28,000.00	$28,000.00
96	25,000	$	SUPPLEMENTAL WORK	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00
			Total City of Fresno Pipeline Bid (Items 68-96)	**$2,199,430.00**		**$2,074,685.00**		**$2,126,425.00**		**$2,053,010.00**		**$2,337,920.00**		**$1,976,130.00**		**$2,564,120.00**		**$2,646,210.00**	
			TOTAL BID (ITEMS 1-96)	**$6,206,919.50**		**$6,084,522.50**		**$6,107,262.50**		**$6,153,821.00**		**$6,259,490.00**		**$6,313,918.00**		**$7,532,837.75**		**$8,184,919.00**	

County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

July 3, 2025

Curtis Short, President
Avison Construction, Inc.
40434 Brickyard Drive
Madera, CA 93636

Transmitted by email to: cshort@avisoninc.com

Subject: Notice of Approval, Jensen Avenue Improvements
Contract No. 24-02-C

Dear Curtis:

The contract between your firm and the County of Fresno for the referenced project became operative on July 1, 2025. A copy of the executed contract is enclosed.

A "Notice to Proceed" authorizing commencement of the work will be issued by the Construction Engineer.

DIR Project ID **20250587967** is assigned to Contract No. **24-02-C**.

The enclosed copy of Section 41 of the Charter of the County of Fresno is for your reference and compliance. If you have any questions, contact Jennica Geddert at jgeddert@fresnocountyca.gov or (559) 353-4919.

Sincerely,

Mohammad Alimi, Ph.D., P.E.
Design Division Engineer

Jennica Geddert
Senior Staff Analyst

Enclosures

cc: Board of Supervisors
Auditor – Controller
Financial Services
Construction Management
Design Division – Design Services

CALVALL-03 RVOSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 6873 N. West Ave, Ste 101 Fresno, CA 93711	CONTACT NAME: Roberta Voss PHONE (A/C, No, Ext): (559) 437-6632 FAX (A/C, No): (559) 437-6633 E-MAIL ADDRESS: roberta.voss@dibu.com
INSURED Avison Construction, Inc. 40434 Brickyard Drive Madera, CA 93636	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Travelers Property Casualty Company of America 25674 INSURER B : Travelers Indemnity Company of Connecticut 25682 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		DT22CO4G178289TIL24	10/21/2024	10/21/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			8106N9712472426G	10/21/2024	10/21/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP0K3120962426	10/21/2024	10/21/2025	EACH OCCURRENCE AGGREGATE Aggregate	$ 10,000,000 $ $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB9J6059292526G	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

IF ANY FORMS ARE REFERENCED BELOW OR ATTACHED TO AND PART OF THIS CERTIFICATE, THEY WILL APPLY AS REQUIRED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT BETWEEN THE LISTED PARTIES AND THE INSURED AND ARE SUBJECT TO THE POLICY PROVISIONS. IN THE ABSENCE OF SUCH WRITTEN CONTRACT OR WRITTEN AGREEMENT, THE REFERENCED OR ATTACHED FORMS MAY NOT BE APPLICABLE.

General Liability Property Damage Deductible - $5,000 per occurrence

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

County of Fresno
Department of Public Works & Planning
2220 Tulare Street Sixth Floor
Fresno, CA 93721

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: CALVALL-03 RVOSS

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0E02096	NAMED INSURED
DiBuduo & DeFendis Insurance Brokers, LLC		Avison Construction, Inc. 40434 Brickyard Drive Madera, CA 93636
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The certificate holder, its officers, agents and employees, individually and collectively are hereby named as additional insureds as respects to General Liability per form CGD246 04/19 attached. The insurance shall be primary as respects to General Liability per form CGT100 02/19 attached. 30 day cancellation applies to General Liability per form ILT405 5/19 attached. RE: Jensen Avenue Improvements West Avenue to Fig Avenue (MLK Boulevard) Federal Project Number: STPl-5942(296) and STPL-5942(289) Contract Number 24-02-C

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III –** Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV –** Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30 Days

PERSON OR ORGANIZATION: County of Fresno

ADDRESS: Department of Public Works
and Planning
2220 Tulare Street Sixth Floor
Fresno, CA 93721

RE: Jensen Avenue Improvements
West Avenue to Fig Avenue (MLK Boulevard)
Federal Project Number: STPL-5942(296)
and STPL-5942(289)
Contract Number 24-02-C

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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PAYMENT BOND - PUBLIC WORK SECTIONS 3247 - 3252, CIVIL CODE (CALIFORNIA)

Travelers Casualty and Surety Company of America **SURETY COMPANY**

Bond No. 108283817
Premium: Included in Performance bond

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, The County of Fresno has awarded to Avison Construction, Inc.

as Contractor, a contract for the work described as follows: Jensen Avenue Improvements West Avenue to Fig Avenue (MLK Boulevard)Federal Project Number: STPL-5942(296) and STPL-5942(289). Contract Number: 24-02-C

AND WHEREAS, Said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, We the undersigned Contractor and Surety are held and firmly bound unto the **County of Fresno** in the amount required by law, the sum of $ 6,084,522.50, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractors shall fail to pay (1) Any of the persons named in Civil Code Section 3181, (2) amounts due under the Unemployment Insurance Code for work or labor performed in connection with said contract by any such claimant, or (3) any amounts required to be deducted, withheld and paid over to the Employment Development Department and to the Franchise Tax Board from wages of the employees of Contractor and his sub-contractors with respect to such work and labor, pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety or Sureties herein will pay for the same in an aggregate amount not exceeding the sum specified in this bond, and also in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code, Sections 3247 - 3252 inclusive, and all amendments thereto.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 11th day of June, 2025

Avison Construction, Inc.

Curtis Short, President

Contractor

Travelers Casualty and Surety Company of America **SURETY COMPANY**

By

Attorney-In-Fact: Justin Smit

S-2061-B (07-97)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On June 11, 2025 beforeme, Roberta Voss Notary Public
(insert name and title of the officer)

personallyappeared Justin Smit,
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.

TGJ1 ROBERTA VOSS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2387978
FRESNO COUNTY
My Comm. Exp. January 19, 2026 TGJ1

Signature Roberta Voss (Seal)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JUSTIN SMIT** of **FRESNO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11th day of June, 2025.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Bond No. 108283817
Premium: $33,151.00

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Avison Construction, Inc.
40434 Brickyard Drive
Madera, CA 93636

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

Mailing Address for Notices

11090 White Rock Road Suite 100
Rancho Cordova, CA 95670

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
County of Fresno
2220 Tulare Street Sixth Floor
Fresno, CA 93721

CONSTRUCTION CONTRACT
Date: June 10, 2025

Amount: $ 6,084,522.50

Description: *(Name and location)* Jensen Avenue Improvements West Avenue to Fig Avenue (MLK Boulevard) Federal Project Number: STPL-5942(296) and STPL-5942(289). Contract Number: 24-02-C

BOND
Date: June 11, 2025
(Not earlier than Construction Contract Date)

Amount: $ 6,084,522.50

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: Avison Construction, Inc. *(Corporate Seal)*

Signature: _____

Name and Title: Curtis Short, President

SURETY
Company: *(Corporate Seal)*
Travelers Casualty and Surety Company of America

Signature: _____

Name and Title: Justin Smit, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

DiBuduo and DeFendis Insurance Brokers, LLC
6873 N West Ave Suite 101 Fresno, CA 93711

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title: Curtis Short, President
Address 40434 Brickyard Drive, Madera, CA 93636

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:
Address

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On June 11, 2025 beforeme, Roberta Voss Notary Public
(insert name and title of the officer)

personallyappeared Justin Smit,
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.

ROBERTA VOSS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2387978
FRESNO COUNTY
My Comm. Exp. January 19, 2026

Signature Roberta Voss (Seal)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JUSTIN SMIT** of **FRESNO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

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Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11th day of June, 2025.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.