General Info

Total:

$3,099,414.80

Number

25-03-C

Deadline

06/05/2025 02:00 PM PDT

Vendor

CAL VALLEY CONSTRUCTION, INC.

Submitted

06/05/2025 01:20 PM PDT

Signed by

TONY STORELLI
Account Holder Tony Storelli

Opened

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

Description

Houghton Canal Bridge Replacement at N. Chateau Fresno Avenue

The work to be done consists, in general, of widening and reconstructing the approach road, realigning and reconstructing canal access roads, relocating irrigation lines, and replacing the structurally deficient two-lane bridge with a standard two-lane bridge. The Houghton Canal Bridge on Chateau Fresno Avenue (Bridge No. 42C0486/42C0695, 04-030) is located 0.5 miles south of Belmont Avenue in Fresno, CA and has been closed since 2023. The new bridge structure will consist of Cast-In-Place, Pre-Stressed concrete slabs which will be supported by a Cast-In-Drill-Hole concrete pile foundation.

The DBE Contract Goal is 21 percent.

Federal Project Number: BRLO-5942(237)

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 (17 MB)
Specifications (17 MB)

Plans (20 MB)
Plans (20 MB)

Addendum 1
Addendum 1

Addendum 2
Addendum 2

Addendum 3
Addendum 3

Proposal to the County of Fresno - Proposal 1

Proposal to the County of Fresno

hereinafter called the Owner

HOUGHTON CANAL BRIDGE REPLACEMENT AT N. CHATEAU FRESNO AVENUE

CHATEAU FRESNO AVENUE, 0.5 MILES SOUTH OF BELMONT AVENUE

BRIDGE NUMBER: 42C0695

FEDERAL PROJECT NUMBER: BRLO-5942(237)

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. 11254, entitled: “Houghton Canal Bridge Replacement at N. Chateau Fresno 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 - Proposal 2B

$3,099,414.80

Item No.	Quantity	Unit	Item Description	Item Price	Extension
1	1	LS	Builder's Risk Insurance	$7,000.00	$7,000.00
2	5	EA	Federal Trainee Program	$250.00	$1,250.00
3	1	LS	Lead Compliance Plan	$2,500.00	$2,500.00
4	1	LS	Bird Exclusion Plan	$2,500.00	$2,500.00
5	1	LS	Install and Maintain Bird Exclusion Devices	$12,000.00	$12,000.00
6	1	LS	Traffic Control	$25,000.00	$25,000.00
7	1	LS	Construction Site Management	$1,450.00	$1,450.00
8	1	LS	Prepare & Implement SWPPP	$1,500.00	$1,500.00
9	900	$	State Water Resources Control Board N.O.I. Fee	$1.00	$900.00
10	1	EA	Storm Water Annual Report	$2,000.00	$2,000.00
11	12	EA	Permanent Erosion Control Establishment Inspection	$500.00	$6,000.00
12	10,000	$	Permanent Erosion Control Establishment Work	$1.00	$10,000.00
13	8	EA	Storm Water Sampling and Analysis Day	$250.00	$2,000.00
					Total: $3,099,414.80

Item No.	Quantity	Unit	Item Description	Item Price	Extension
14	1	LS	Job Site Water Control & Diversion	$15,000.00	$15,000.00
15	1	EA	Reset Section Corner Monument	$1,300.00	$1,300.00
16	1	LS	Clearing and Grubbing	$379,000.00	$379,000.00
17	986	CY	Roadway Excavation - Final Pay Item	$50.00	$49,300.00
18	658	CY	Subgrade Prep - Final Pay Item	$30.00	$19,740.00
19	13,964	CY	Imported Borrow - Final Pay Item	$13.00	$181,532.00
20	13,964	CY	Place & Compact Embankment - Final Pay Item	$10.00	$139,640.00
21	35	EA	Relocate Irrigation 'Alfalfa' Valves	$800.00	$28,000.00
22	42,284	SF	Hydroseeding	$0.20	$8,456.80
23	6	SY	Cold Plane HMA	$80.00	$480.00
24	1	LS	Finishing Roadway	$10,000.00	$10,000.00
25	1,398	CY	Class II Aggregate Base - Final Pay Item	$75.00	$104,850.00
26	1,112	TON	Asphalt Concrete (Type 'A')	$110.00	$122,320.00
27	2	EA	Irrigation Turnout	$35,000.00	$70,000.00
28	1	EA	Irrigation Box	$30,000.00	$30,000.00
29	2	EA	Project Funding Signs	$1,000.00	$2,000.00
30	114	LF	10" Plastic Irrigation Pipe	$150.00	$17,100.00
					Total: $3,099,414.80

Item No.	Quantity	Unit	Item Description	Item Price	Extension
31	820	LF	18" Plastic Irrigation Pipe	$200.00	$164,000.00
32	29	LF	18" Rubber Gasket Reinforced Concrete Pipe	$200.00	$5,800.00
33	303	LF	24" Plastic Irrigation Pipe	$200.00	$60,600.00
34	137	LF	24" Rubber Gasket Reinforced Concrete Pipe	$220.00	$30,140.00
35	1	LS	Safety Access Ladder	$500.00	$500.00
36	95	CY	Rock Slope Protection (150LB, Class III, Method B)	$310.00	$29,450.00
37	223	SY	Geotextile Filter Fabric	$6.00	$1,338.00
38	3	EA	Relocate Mailbox	$500.00	$1,500.00
39	56	LF	Transition Railing (Type AGT) & Guardrail	$375.00	$21,000.00
40	2	EA	Type MFLEAT-MGS Terminal System	$5,500.00	$11,000.00
41	2	EA	Crash Cushion System - Tau M	$35,000.00	$70,000.00
42	1,393	LF	4" Thermoplastic Traffic Stripe (Yellow) Caltrans Std A20A, Detail 21	$2.00	$2,786.00
43	2,786	LF	4" Thermoplastic Traffic Stripe (White) Caltrans Std A20B, Detail 27B	$1.00	$2,786.00
					Total: $3,099,414.80

Item No.	Quantity	Unit	Item Description	Item Price	Extension
44	1	LS	PG&E Gas Line Excavation	$6,000.00	$6,000.00
45	1	LS	Ground Penetration Radar, Utility Coordination, & Other Utilities	$6,000.00	$6,000.00
46	2	CY	Minor Concrete	$1,600.00	$3,200.00
47	70	CY	Structure Excavation (Bridge) - Final Pay Item	$300.00	$21,000.00
48	60	CY	Structure Backfill (Bridge) - Final Pay Item	$500.00	$30,000.00
49	302	LF	36" Cast-in-Drilled-Hole Concrete Piling	$750.00	$226,500.00
50	1	LS	Prestressing CIP Concrete	$55,000.00	$55,000.00
51	80	CY	Structural Concrete, Bridge - Final Pay Item	$2,200.00	$176,000.00
52	100	CY	Structural Concrete, Bridge (Polymer Fiber) - Final Pay Item	$2,500.00	$250,000.00
53	71	LF	Joint Seal (MR=1")	$250.00	$17,750.00
54	66,000	LB	Bar Reinforcing Steel (Bridge) - Final Pay Item	$2.00	$132,000.00
55	1	LS	Bridge Removal - Final Pay Item	$18,996.00	$18,996.00
56	160	CY	Concrete (Channel Lining) - Final Pay Item	$1,100.00	$176,000.00
57	90	LF	Concrete Barrier (Type 836) -	$525.00	$47,250.00
					Total: $3,099,414.80

Item No.	Quantity	Unit	Item Description	Item Price	Extension
			Final Pay Item		
58	1	LS	Mobilization	$280,000.00	$280,000.00
					Total: $3,099,414.80

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 *

Electronic Bid Bond

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.

Electronic Bid Bond

Bond ID *	Surety Agency *	Verify Bid Bond *
41EE-76CC-6BAE-D59F	Tinubu Surety (formerly SurePath)	Bid bond verification has been completed.

Surety State *	Principal *
DELEWARE	CAL VALLEY CONSTRUCTION, INC.

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 *

5/28/2025

Type N/A if no addenda were issued. Click "+" to add additional fields. 1

Addendum No. *

2

Dated *

6/2/2025

Type N/A if no addenda were issued. Click "+" to add additional fields. 2

Addendum No. *

3

Dated *

6/3/2025

Bidder Signature - Proposal 4

Business Name *

CAL VALLEY 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 *

MICHELLE AVILA; PRESIDENT & TREASURER
JOHN AVILA; VICE PRESIDENT
TONY STORELLI; C.O.O.
BRANDEN BRUECKNER; CORPORATE 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.*

Note: List majority owners of your firm. If multiple owners, list all. (SB1439)

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

Class *

A

Contractor License No. *	**Expires ***
873800	3/31/2026

DIR Registration Number *

1000009471

Business Address *

5125 N GATES AVENUE #102, FRESNO, CA

Zip Code *

93722

Mailing Address *

5125 N GATES AVENUE #102, FRESNO, CA

Zip Code *

93722

Business Phone *	**Fax Number**
(559) 274-0300	(559) 274-0311

E-mail Address *

estimating@calvalleyconstruction.com

Signature of Bidder *

Tony Storelli

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: BRLO-5942(237)

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:

CHIEF OPERATING OFFICER

of (Business Name): *

CAL VALLEY 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: *

6/5/2025

at City, State: *

FRESNO, CALIFORNIA

Signature: *

TONY STORELLI

(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: *

P C & N CONSTRUCTION, INC.

Business Address *

5301 F BYRON HOT SPRINGS RD., BYRON, CA 94514

Class

A

License No. *

771652

DIR Registration No. *

1000002500

Item No. or Description of Work *

39,40,41

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

$102,000.00

Email Address:

TYLERE@PCNCONSTRUCTIONINC.COM

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

Subcontractor: *

CVE DEMOLITION, INC.

Business Address *

4263 N. SELLAND AVE., FRESNO, CA 93722

Class

A,B,C21,C22

License No. *

905631

DIR Registration No. *

1000008301

Item No. or Description of Work *

55

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

$18,996.00

Email Address:

CHUCKJ@CVECORP.COM

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 2

Subcontractor: *

CHAPCO CONSTRUCTION, LLC.

Business Address *

6000 MORTONO ST., SACRAMENTO, CA 95828

Class

A

License No. *

1122875

DIR Registration No. *

2000001412

Item No. or Description of Work *

27,49,50,51,52,53,54,56,57, (58 MOBILIZATION PARTIAL - STRUCTURES ONLY)

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

$1,215,500.00

Email Address:

RICH@CHAPCOCONSTRUCTION.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: *

No bid

Business Address *

No bid

Class

No bid

License No. *

No bid

DIR Registration No. *

No bid

Item No. or Description of Work *

No bid

Dollar Amount:	**OR**	**Percentage of Total Bid:**
No bid		No bid

Email Address:

No bid

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 or 11114 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 *

CAL VALLEY CONSTRUCTION, INC.

By: *

TONY STORELLI

Title *

CHIEF OPERATING OFFICER

Date *

6/5/2025

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:

N/A

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 *

CAL VALLEY CONSTRUCTION, INC.

By *

TONY STORELLI

Date *

6/5/2025

Title *

CHIEF OPERATING OFFICER

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 INSTALLATION 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 *

CAL VALLEY CONSTRUCTION, INC.

By *

Tony Storelli

Date *

6/5/2025

Title *

CHIEF OPERATING OFFICER

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

Proposal 18

NOT USED

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 25-03-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: *

No bid

Name (Printed): *

No bid

Signature: *

No bid

Title: *

No bid

Contractor: *

No bid

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.	I am not enclosing this document because the omission terms have been met.
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.	Disclosure of Lobbying Activities.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.	CAL VALLEY.pdf
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	CAL VALLEY SUBS CARB
8 Required Documents		

Name	Omission Terms	Submitted File
Valid CARB Certification(s) of Reported Compliance - Subcontractors	subject to this regulation.	CERTS.pdf
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	No bid
Not Required Extra Space if needed	Extra space not needed	No bid
Not Required Extra Space if needed	Extra space not needed	No bid
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: Tony Storelli

Title: Chief Operating Officer

Telephone No.: 559-274-0300 Date: 6/5/2025

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

CAL VALLEY 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

3680

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

California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

PC&N 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

17045

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

California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

CVE DEMOLITION, 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

140564

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

California Environmental Protection Agency

Air Resources Board

January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

CHAPCO CONSTRUCTION LLC

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

258004

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

Bid Summary
Fresno County Department of Public Works and Planning

Project: Houghton Canal Bridge over N Chateau Fresno Avenue
Contract No.: 25-03-C

Bid Opening: 6/5/2025
Award Date: 06/24/25

Bidders
1 Cal Valley Construction, Inc., 5125 N Gates Avenue #102, Fresno, CA 93722
2 American Paving Co., 525 W. Alluvial Avenue, Fresno, CA 93711
3 Viking Construction, 3835 Security Park Drive, Rancho Cordova, CA 95742
4 Agee Construction Corporation, 1039 Hoblitt Avenue, Clovis, CA 93612

					Cal Valley Construction, Inc.		**American Paving Co.**		**Viking Construction**		**Agee Construction Corporation**	
					Subcontractors PC&N Construction, Inc. CVE Demolition, Inc. Chapco Construction, LLC.		Subcontractors Safety Network, Inc. CVE Demolition, Inc. Jarrett Foundations, Inc. Schwager Davis, Inc. Dees Burke Engineering Constructors PC&N Construction, Inc. Bill Nelson General Engineering Construction, Inc. CMC Rebar		Subcontractors WC Maloney Schwager Davis Yarbs Grading & Paving Bill Nelson Engineering Construction Jarrett Foundations C&N Reinforcing Statewide Safety Systems PC&N Construction Austin Enterprise Dees Burke Engineering Constructors		Subcontractors Schwager Davis, Inc CMC Rebar Pacific Coast Drilling Company Inc	
				Engineer's Estimate	**1**		**2**		**3**		**4**	
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)**
1	1	LS	Builder's Risk Insurance	$10,000.00	$10,000.00	$7,000.00	$7,000.00	$1,500.00	$1,500.00	$15,000.00	$15,000.00	$20,000.00	$20,000.00
2	5	EA	Federal Trainee Program	$800.00	$4,000.00	$250.00	$1,250.00	$500.00	$2,500.00	$500.00	$2,500.00	$100.00	$500.00
3	1	LS	Lead Compliance Plan	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$1,500.00	$1,500.00
4	1	LS	Bird Exclusion Plan	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$1,500.00	$1,500.00	$2,000.00	$2,000.00
5	1	LS	Install and Maintain Bird Exclusion Devices	$10,000.00	$10,000.00	$12,000.00	$12,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
6	1	LS	Traffic Control	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$41,000.00	$41,000.00	$30,000.00	$30,000.00	$50,000.00	$50,000.00
7	1	LS	Construction Site Management	$10,000.00	$10,000.00	$1,450.00	$1,450.00	$249,000.00	$249,000.00	$50,000.00	$50,000.00	$7,000.00	$7,000.00
8	1	LS	Prepare & Implement SWPPP	$17,500.00	$17,500.00	$1,500.00	$1,500.00	$30,000.00	$30,000.00	$40,000.00	$40,000.00	$3,000.00	$3,000.00
9	900	$	State Water Resources Control Board N.O.I. Fee	$1.00	$900.00	$1.00	$900.00	$1.00	$900.00	$1.00	$900.00	$1.00	$900.00
10	1	EA	Storm Water Annual Report	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$500.00	$500.00	$1,400.00	$1,400.00	$1,000.00	$1,000.00
11	12	EA	Permanent Erosion Control Establishment Inspection	$1,000.00	$12,000.00	$500.00	$6,000.00	$500.00	$6,000.00	$500.00	$6,000.00	$200.00	$2,400.00
12	10,000	$	Permanent Erosion Control Establishment Work	$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
13	8	EA	Storm Water Sampling and Analysis Day	$500.00	$4,000.00	$250.00	$2,000.00	$800.00	$6,400.00	$100.00	$800.00	$250.00	$2,000.00
14	1	LS	Job Site Water Control & Diversion	$20,000.00	$20,000.00	$15,000.00	$15,000.00	$623,000.00	$623,000.00	$50,000.00	$50,000.00	$3,100,000.00	$3,100,000.00
15	1	EA	Reset Section Corner Monument	$2,000.00	$2,000.00	$1,300.00	$1,300.00	$1,000.00	$1,000.00	$2,500.00	$2,500.00	$1,800.00	$1,800.00
16	1	LS	Clearing and Grubbing	$50,000.00	$50,000.00	$379,000.00	$379,000.00	$80,000.00	$80,000.00	$150,000.00	$150,000.00	$35,000.00	$35,000.00
17	986	CY	Roadway Excavation	$50.00	$49,300.00	$50.00	$49,300.00	$11.00	$10,846.00	$35.00	$34,510.00	$64.00	$63,104.00
18	658	CY	Subgrade Prep	$85.00	$55,930.00	$30.00	$19,740.00	$45.00	$29,610.00	$25.00	$16,450.00	$25.00	$16,450.00
19	13,964	CY	Imported Borrow	$45.00	$628,380.00	$13.00	$181,532.00	$11.90	$166,171.60	$20.00	$279,280.00	$16.00	$223,424.00
20	13,964	CY	Place & Compact Embankment	$50.00	$698,200.00	$10.00	$139,640.00	$6.90	$96,351.60	$10.00	$139,640.00	$9.00	$125,676.00
21	35	EA	Relocate Irrigation 'Alfalfa' Valves	$1,000.00	$35,000.00	$800.00	$28,000.00	$1,580.00	$55,300.00	$1,850.00	$64,750.00	$1,000.00	$35,000.00
22	42,284	SF	Hydroseeding	$0.15	$6,342.60	$0.20	$8,456.80	$0.25	$10,571.00	$0.23	$9,725.32	$0.25	$10,571.00
23	6	SY	Cold Plane HMA	$100.00	$600.00	$80.00	$480.00	$1.00	$6.00	$110.00	$660.00	$650.00	$3,900.00
24	1	LS	Finishing Roadway	$25,000.00	$25,000.00	$10,000.00	$10,000.00	$14,000.00	$14,000.00	$7,500.00	$7,500.00	$25,000.00	$25,000.00
25	1,398	CY	Class II Aggregate Base	$85.00	$118,830.00	$75.00	$104,850.00	$64.00	$89,472.00	$75.00	$104,850.00	$88.00	$123,024.00
26	1,112	TON	Asphalt Concrete (Type 'A')	$95.00	$105,640.00	$110.00	$122,320.00	$124.00	$137,888.00	$115.00	$127,880.00	$130.00	$144,560.00
27	2	EA	Irrigation Turnout	$75,000.00	$150,000.00	$35,000.00	$70,000.00	$26,000.00	$52,000.00	$27,500.00	$55,000.00	$30,000.00	$60,000.00
28	1	EA	Irrigation Box	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$1.00	$1.00	$1.00	$1.00	$1,000.00	$1,000.00
29	2	EA	Project Funding Signs	$1,250.00	$2,500.00	$1,000.00	$2,000.00	$1,500.00	$3,000.00	$2,500.00	$5,000.00	$2,000.00	$4,000.00
30	114	LF	10" Plastic Irrigation Pipe	$190.00	$21,660.00	$150.00	$17,100.00	$113.00	$12,882.00	$125.00	$14,250.00	$105.00	$11,970.00
31	820	LF	18" Plastic Irrigation Pipe	$200.00	$164,000.00	$200.00	$164,000.00	$120.00	$98,400.00	$130.00	$106,600.00	$80.00	$65,600.00
32	29	LF	18" Rubber Gasket Reinforced Concrete Pipe	$250.00	$7,250.00	$200.00	$5,800.00	$730.00	$21,170.00	$750.00	$21,750.00	$575.00	$16,675.00
33	303	LF	24" Plastic Irrigation Pipe	$250.00	$75,750.00	$200.00	$60,600.00	$158.00	$47,874.00	$165.00	$49,995.00	$140.00	$42,420.00
34	137	LF	24" Rubber Gasket Reinforced Concrete Pipe	$300.00	$41,100.00	$220.00	$30,140.00	$283.00	$38,771.00	$300.00	$41,100.00	$165.00	$22,605.00
35	1	LS	Safety Access Ladder	$12,000.00	$12,000.00	$500.00	$500.00	$3,900.00	$3,900.00	$7,500.00	$7,500.00	$7,000.00	$7,000.00
36	95	CY	Rock Slope Protection (150LB, Class III, Method B)	$240.00	$22,800.00	$310.00	$29,450.00	$204.00	$19,380.00	$500.00	$47,500.00	$200.00	$19,000.00
37	223	SY	Geotextile Filter Fabric	$10.00	$2,230.00	$6.00	$1,338.00	$15.00	$3,345.00	$10.00	$2,230.00	$12.00	$2,676.00
38	3	EA	Relocate Mailbox	$500.00	$1,500.00	$500.00	$1,500.00	$450.00	$1,350.00	$1,000.00	$3,000.00	$500.00	$1,500.00
39	56	LF	Guard Rail System (WB-31)	$125.00	$7,000.00	$375.00	$21,000.00	$375.00	$21,000.00	$325.00	$18,200.00	$220.00	$12,320.00
40	2	EA	Type MFLEAT-MGS Terminal System	$4,500.00	$9,000.00	$5,500.00	$11,000.00	$5,500.00	$11,000.00	$5,500.00	$11,000.00	$10,300.00	$20,600.00
41	2	EA	Crash Cushion System - Tau M	$40,000.00	$80,000.00	$35,000.00	$70,000.00	$35,000.00	$70,000.00	$40,000.00	$80,000.00	$35,000.00	$70,000.00
42	1,393	LF	4" Thermoplastic Traffic Stripe (Yellow) Caltrans Std A20A, Detail 21	$2.00	$2,786.00	$2.00	$2,786.00	$2.00	$2,786.00	$2.00	$2,786.00	$2.00	$2,786.00
43	2,786	LF	4" Thermoplastic Traffic Stripe (White) Caltrans Std A20B, Detail 27B	$2.00	$5,572.00	$1.00	$2,786.00	$1.00	$2,786.00	$2.25	$6,268.50	$1.00	$2,786.00
44	1	LS	PG&E Gas Line Excavation	$10,000.00	$10,000.00	$6,000.00	$6,000.00	$4,000.00	$4,000.00	$9,000.00	$9,000.00	$30,000.00	$30,000.00
45	1	LS	Ground Penetration Radar, Utility Coordination, & Other Utilities	$10,000.00	$10,000.00	$6,000.00	$6,000.00	$5,000.00	$5,000.00	$2,000.00	$2,000.00	$12,500.00	$12,500.00
46	2	CY	Minor Concrete	$2,000.00	$4,000.00	$1,600.00	$3,200.00	$2,500.00	$5,000.00	$1,000.00	$2,000.00	$1,500.00	$3,000.00
47	70	CY	Structure Excavation (Bridge)	$250.00	$17,500.00	$300.00	$21,000.00	$72.00	$5,040.00	$570.00	$39,900.00	$300.00	$21,000.00
48	60	CY	Structure Backfill (Bridge)	$220.00	$13,200.00	$500.00	$30,000.00	$746.00	$44,760.00	$350.00	$21,000.00	$600.00	$36,000.00
49	302	LF	36" Cast-in-Drilled-Hole Concrete Piling	$1,300.00	$392,600.00	$750.00	$226,500.00	$725.00	$218,950.00	$900.00	$271,800.00	$890.00	$268,780.00
50	1	LS	Prestressing CIP Concrete	$30,000.00	$30,000.00	$55,000.00	$55,000.00	$67,200.00	$67,200.00	$75,000.00	$75,000.00	$65,000.00	$65,000.00
51	80	CY	Structural Concrete, Bridge	$2,800.00	$224,000.00	$2,200.00	$176,000.00	$1,700.00	$136,000.00	$2,935.00	$234,800.00	$1,500.00	$120,000.00
52	100	CY	Structural Concrete, Bridge (Polymer Fiber)	$3,200.00	$320,000.00	$2,500.00	$250,000.00	$2,625.00	$262,500.00	$2,935.00	$293,500.00	$2,000.00	$200,000.00
53	71	LF	Joint Seal (MR=1")	$125.00	$8,875.00	$250.00	$17,750.00	$160.00	$11,360.00	$190.00	$13,490.00	$65.00	$4,615.00
54	66,000	LB	Bar Reinforcing Steel (Bridge)	$2.50	$165,000.00	$2.00	$132,000.00	$1.47	$97,020.00	$2.50	$165,000.00	$1.50	$99,000.00
55	1	LS	Bridge Removal	$55,000.00	$55,000.00	$18,996.00	$18,996.00	$20,000.00	$20,000.00	$100,000.00	$100,000.00	$32,000.00	$32,000.00
56	160	CY	Concrete (Channel Lining)	$1,300.00	$208,000.00	$1,100.00	$176,000.00	$569.00	$91,040.00	$1,650.00	$264,000.00	$1,400.00	$224,000.00
57	90	LF	Concrete Barrier (Type 836)	$200.00	$18,000.00	$525.00	$47,250.00	$535.00	$48,150.00	$425.00	$38,250.00	$550.00	$49,500.00
58	1	LS	Mobilization	$447,855.07	$447,855.07	$280,000.00	$280,000.00	$340,000.00	$340,000.00	$350,500.00	$350,500.00	$600,000.00	$600,000.00
TOTAL BID (ITEMS 1-58)				**$4,469,800.67**		**$3,099,414.80**		**$3,442,681.20**		**$3,505,765.82**		**$6,141,142.00**	

SPECIFICATIONS

HOUGHTON CANAL BRIDGE REPLACEMENT AT N. CHATEAU FRESNO AVENUE

N. CHATEAU FRESNO AVENUE, 0.5 MILES SOUTH OF BELMONT AVENUE

BRIDGE NUMBER: 42C0695

FEDERAL PROJECT NUMBER: BRLO-5942(237)

BUDGET / ACCOUNT: 4510 / 7370

Department of Public Works and Planning

Contract Number 25-03-C

May 28, 2025 Contract No. 25-03-C

ADDENDUM NO. 1 to HOUGHTON CANAL BRIDGE REPLACEMENT ON N. CHATEAU FRESNO AVENUE, revising the Bidding and Contract Documents as follows:

TABLE OF CONTENTS

No changes

NOTICE TO BIDDERS

DELETE: Working Days (Subsection 8-1.04C):

REPLACE with: Working Days (Subsection 8-1.04B):

DELETE:

Federal Minimum Wage Rate:	General Decision Number CA20250018, Dated 3/21/2025

REPLACE with:

Federal Minimum Wage Rate:	General Decision Number CA20250018, Dated 5/23/2025

DELETE: DBE Contract Goal: Twenty-four percent (24%)

REPLACE with: DBE Contract Goal: Twenty-one percent (21%)

ADD:

The County of Fresno Board of Supervisors made a public interest finding on January 28, 2025, which determined that the following items shall be used for this project and no substitution shall be allowed:

Barrier Systems by Lindsay Universal TAU-M Crash Cushion
Distributor: Statewide Safety and Signs
3049 S. Golden State Frontage Road, Fresno, CA 93725
Contact: Gregory Petrosian
Phone: (559) 291-8500
Email: gpetrosian@statewidess.com

Road Systems Inc. Flare End Terminal Type MFLEAT (MASH-compliant Flared Energy Absorbing Terminal)
Distributor: Universal Industrial Sales, Inc.

PO Box 699 Pleasant Grove, Utah 84062
Contact: Buffy Pollard
Phone: (801) 785-0505
Email: bpollard@uisutah.com

SPECIAL PROVISIONS

No changes

FEDERAL REQUIREMENTS

No changes

PROJECT DETAILS

No changes

PROPOSAL/BID BOOK: PAPER

DELETE: Bid Item List - Proposal 2

REPLACE with: Bid Item List - Proposal 2A

Item 1 “Builder’s All-Risk Insurance” was changed to “Builder’s Risk Insurance.”

PROPOSAL/BID BOOK: BID EXPRESS

General Info

DELETE: The DBE Contract Goal is 24 percent.

REPLACE with: The DBE Contract Goal is 21 percent.

Proposal

DELETE: Bid Item List - Proposal 2

REPLACE with: Bid Item List - Proposal 2A

Item 1 “Builder’s All-Risk Insurance” was changed to “Builder’s Risk Insurance.”

AGREEMENT

DELETE:

E. Course of Construction (Builder’s All Risk)

Course of Construction Insurance in an amount equal to the Contractor’s total bid for the project including the base bid and all additive bid(s), if any, with no coinsurance

penalty provision. The policy shall include coverage for earthquakes in excess of magnitude 3.5 up to $1,000,000 per occurrence and for flood damage up to $1,000,000 per occurrence. Full compensation for providing this insurance shall be considered to be included in the contract price bid therefor. **Prior to commencing with construction of the project, the Contractor will be required to provide proof of such insurance.**

REPLACE with:

E. Course of Construction (Builder's Risk)

Course of Construction Insurance in an amount equal to the Contractor's total bid for the project including the base bid and all additive bid(s), if any, with no coinsurance penalty provision. Full compensation for providing this insurance shall be considered to be included in the contract price bid therefor. **Prior to commencing with construction of the project, the Contractor will be required to provide proof of such insurance.**

PLANS

No changes

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.

28/05/25
Date Signed



Supervising Engineer: _____
Joseph C. Harrell, PE C80424

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 #

25-03-C

Contract Name

Houghton Canal Bridge Replacement at N. Chateau Fresno Avenue

Location

N. Chateau Fresno Avenue, 0.5 miles south of Belmont Avenue

Bid Items

Item ID Description	Quantity	Unit	Unit Price	Total
1 Builder's Risk Insurance	1	LS	$	$
2 Federal Trainee Program	5	EA	$	$
3 Lead Compliance Plan	1	LS	$	$
4 Bird Exclusion Plan	1	LS	$	$
5 Install and Maintain Bird Exclusion Devices	1	LS	$	$
6 Traffic Control	1	LS	$	$
7 Construction Site Management	1	LS	$	$
8 Prepare & Implement SWPPP	1	LS	$	$
9 State Water Resources Control Board N.O.I. Fee	900	$	$1.00	$900.00

Item ID Description	Quantity	Unit	Unit Price	Total
10 Storm Water Annual Report	1	EA	$	$
11 Permanent Erosion Control Establishment Inspection	12	EA	$	$
12 Permanent Erosion Control Establishment Work	10,000	$	$1.00	$10,000.00
13 Storm Water Sampling and Analysis Day	8	EA	$	$
14 Job Site Water Control & Diversion	1	LS	$	$
15 Reset Section Corner Monument	1	EA	$	$
16 Clearing and Grubbing	1	LS	$	$
17 Roadway Excavation - Final Pay Item	986	CY	$	$
18 Subgrade Prep - Final Pay Item	658	CY	$	$
19 Imported Borrow - Final Pay Item	13,964	CY	$	$
20 Place & Compact Embankment - Final Pay Item	13,964	CY	$	$
21 Relocate Irrigation 'Alfalfa' Valves	35	EA	$	$
22 Hydroseeding	42,284	SF	$	$

Item ID Description	Quantity	Unit	Unit Price	Total
23 Cold Plane HMA	6	SY	$	$
24 Finishing Roadway	1	LS	$	$
25 Class II Aggregate Base - Final Pay Item	1,398	CY	$	$
26 Asphalt Concrete (Type 'A')	1,112	TON	$	$
27 Irrigation Turnout	2	EA	$	$
28 Irrigation Box	1	EA	$	$
29 Project Funding Signs	2	EA	$	$
30 10" Plastic Irrigation Pipe	114	LF	$	$
31 18" Plastic Irrigation Pipe	820	LF	$	$
32 18" Rubber Gasket Reinforced Concrete Pipe	29	LF	$	$
33 24" Plastic Irrigation Pipe	303	LF	$	$
34 24" Rubber Gasket Reinforced Concrete Pipe	137	LF	$	$
35 Safety Access Ladder	1	LS	$	$

Item ID	Quantity	Unit	Unit Price	Total
Description				
36	95	CY	$	$
Rock Slope Protection (150LB, Class III, Method B)				
37	223	SY	$	$
Geotextile Filter Fabric				
38	3	EA	$	$
Relocate Mailbox				
39	126	LF	$	$
Guard Rail System (WB-31)				
40	2	EA	$	$
Type MFLEAT-MGS Terminal System				
41	2	EA	$	$
Crash Cushion System - Tau M				
42	1,393	LF	$	$
4" Thermoplastic Traffic Stripe (Yellow) Caltrans Std A20A, Detail 21				
43	2,786	LF	$	$
4" Thermoplastic Traffic Stripe (White) Caltrans Std A20B, Detail 27B				
44	1	LS	$	$
PG&E Gas Line Excavation				
45	1	LS	$	$
Ground Penetration Radar, Utility Coordination, & Other Utilities				
46	2	CY	$	$
Minor Concrete				
47	70	CY	$	$
Structure Excavation (Bridge) - Final Pay Item				

Item ID Description	Quantity	Unit	Unit Price	Total
48 Structure Backfill (Bridge) - Final Pay Item	60	CY	$	$
49 36" Cast-in-Drilled-Hole Concrete Piling	302	LF	$	$
50 Prestressing CIP Concrete	1	LS	$	$
51 Structural Concrete, Bridge - Final Pay Item	80	CY	$	$
52 Structural Concrete, Bridge (Polymer Fiber) - Final Pay Item	100	CY	$	$
53 Joint Seal (MR=1")	71	LF	$	$
54 Bar Reinforcing Steel (Bridge) - Final Pay Item	66,000	LB	$	$
55 Bridge Removal - Final Pay Item	1	LS	$	$
56 Concrete (Channel Lining) - Final Pay Item	160	CY	$	$
57 Concrete Barrier (Type 836) - Final Pay Item	90	LF	$	$
58 Mobilization (10%)	1	LS	$	$
			Bid Items Total (Items 1 through 58):	$

June 2, 2025 Contract No. 25-03-C

ADDENDUM NO. 2 to HOUGHTON CANAL BRIDGE REPLACEMENT ON N. CHATEAU FRESNO AVENUE, revising the Bidding and Contract Documents as follows:

TABLE OF CONTENTS

No changes

NOTICE TO BIDDERS

No changes

SPECIAL PROVISIONS

Section 5-1.36G(6) Permits

DELETE:

A **$25,000.00** security deposit is required to secure any work within FID's easements for canals and pipelines used for the diversion and disposal of floodwaters.

REPLACE with:

A **$50,000.00** security deposit is required to secure any work within FID's easements for canals and pipelines used for the diversion and disposal of floodwaters.

FEDERAL REQUIREMENTS

No changes

PROJECT DETAILS

No changes

PROPOSAL/BID BOOK: PAPER

No changes

PROPOSAL/BID BOOK: BID EXPRESS

No changes

AGREEMENT

No changes

PLANS

No changes

END OF ADDENDUM NO. 2

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.

02/06/25
Date Signed



Supervising Engineer: _____

Joseph C. Harrell, PE C80424

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

County of Fresno

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

June 3, 2025 Contract No. 25-03-C

ADDENDUM NO. 3 to HOUGHTON CANAL BRIDGE REPLACEMENT ON N. CHATEAU FRESNO AVENUE, revising the Bidding and Contract Documents as follows:

TABLE OF CONTENTS

No changes

NOTICE TO BIDDERS

No changes

SPECIAL PROVISIONS

Bid Items and Applicable Sections

DELETE:

839543	GUARD RAIL SYSTEM (WB-31)	LF	83

REPLACE with:

839544	TRANSITION RAILING (TYPE AGT) & GUARDRAIL	LF	83

Standard Special Provisions

Replace section 65-2.04 with the following:
Concrete pipe shall be measured by the lineal foot. The contract price paid for concrete pipe shall include full compensation for furnishing all labor, materials, tools, equipment, fittings, and incidentals, and for doing Contract Number 25-03-C all the work involved in installing pipe, complete in place, including excavation and backfill, standpipes and appurtenances, installing all fittings and appurtenances, and connecting new pipe to existing and/or new facilities and/or pipes, including concrete collars and reinforcement, dissimilar pipe couplers, as shown on the plans, as specified in the 2023 Standard Specifications and the Special Provisions, and as directed by the Engineer. Standpipes shall paid by the lineal foot. Payment of standpipes shall be at the rate of the adjoining pipe run multiplied by three.

FEDERAL REQUIREMENTS

No changes

PROJECT DETAILS

No changes

PROPOSAL/BID BOOK: PAPER

DELETE: Bid Item List - Proposal 2A

REPLACE with: attached Bid Item List - Proposal 2B

Item 39 "Guard Rail System (WB-31)," quantity "126 LF" was changed to "Transition Railing (Type AGT) & Guardrail," quantity "56 LF".

PROPOSAL/BID BOOK: BID EXPRESS

DELETE: Bid Item List - Proposal 2A

REPLACE with: Bid Item List - Proposal 2B

Item 39 "Guard Rail System (WB-31)," quantity "126 LF" was changed to "Transition Railing (Type AGT) & Guardrail," quantity "56 LF".

AGREEMENT

No changes

PLANS

No changes

END OF ADDENDUM NO. 3

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.



03/06/25
Date Signed

Supervising Engineer: _____
Joseph C. Harrell, PE C80424

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 2B

Contract #

25-03-C

Contract Name

Houghton Canal Bridge Replacement at N. Chateau Fresno Avenue

Location

N. Chateau Fresno Avenue, 0.5 miles south of Belmont Avenue

Bid Items

Item ID Description	Quantity	Unit	Unit Price	Total
1 Builder's Risk Insurance	1	LS	$	$
2 Federal Trainee Program	5	EA	$	$
3 Lead Compliance Plan	1	LS	$	$
4 Bird Exclusion Plan	1	LS	$	$
5 Install and Maintain Bird Exclusion Devices	1	LS	$	$
6 Traffic Control	1	LS	$	$
7 Construction Site Management	1	LS	$	$
8 Prepare & Implement SWPPP	1	LS	$	$
9 State Water Resources Control Board N.O.I. Fee	900	$	$1.00	$900.00

Item ID Description	Quantity	Unit	Unit Price	Total
10 Storm Water Annual Report	1	EA	$	$
11 Permanent Erosion Control Establishment Inspection	12	EA	$	$
12 Permanent Erosion Control Establishment Work	10,000	$	$1.00	$10,000.00
13 Storm Water Sampling and Analysis Day	8	EA	$	$
14 Job Site Water Control & Diversion	1	LS	$	$
15 Reset Section Corner Monument	1	EA	$	$
16 Clearing and Grubbing	1	LS	$	$
17 Roadway Excavation - Final Pay Item	986	CY	$	$
18 Subgrade Prep - Final Pay Item	658	CY	$	$
19 Imported Borrow - Final Pay Item	13,964	CY	$	$
20 Place & Compact Embankment - Final Pay Item	13,964	CY	$	$
21 Relocate Irrigation 'Alfalfa' Valves	35	EA	$	$
22 Hydroseeding	42,284	SF	$	$

Item ID Description	Quantity	Unit	Unit Price	Total
23 Cold Plane HMA	6	SY	$	$
24 Finishing Roadway	1	LS	$	$
25 Class II Aggregate Base - Final Pay Item	1,398	CY	$	$
26 Asphalt Concrete (Type 'A')	1,112	TON	$	$
27 Irrigation Turnout	2	EA	$	$
28 Irrigation Box	1	EA	$	$
29 Project Funding Signs	2	EA	$	$
30 10" Plastic Irrigation Pipe	114	LF	$	$
31 18" Plastic Irrigation Pipe	820	LF	$	$
32 18" Rubber Gasket Reinforced Concrete Pipe	29	LF	$	$
33 24" Plastic Irrigation Pipe	303	LF	$	$
34 24" Rubber Gasket Reinforced Concrete Pipe	137	LF	$	$
35 Safety Access Ladder	1	LS	$	$

Item ID Description	Quantity	Unit	Unit Price	Total
36 Rock Slope Protection (150LB, Class III, Method B)	95	CY	$	$
37 Geotextile Filter Fabric	223	SY	$	$
38 Relocate Mailbox	3	EA	$	$
39 Transition Railing (Type AGT) & Guardrail	56	LF	$	$
40 Type MFLEAT-MGS Terminal System	2	EA	$	$
41 Crash Cushion System - Tau M	2	EA	$	$
42 4" Thermoplastic Traffic Stripe (Yellow) Caltrans Std A20A, Detail 21	1,393	LF	$	$
43 4" Thermoplastic Traffic Stripe (White) Caltrans Std A20B, Detail 27B	2,786	LF	$	$
44 PG&E Gas Line Excavation	1	LS	$	$
45 Ground Penetration Radar, Utility Coordination, & Other Utilities	1	LS	$	$
46 Minor Concrete	2	CY	$	$
47 Structure Excavation (Bridge) - Final Pay Item	70	CY	$	$

Item ID Description	Quantity	Unit	Unit Price	Total
48 Structure Backfill (Bridge) - Final Pay Item	60	CY	$	$
49 36" Cast-in-Drilled-Hole Concrete Piling	302	LF	$	$
50 Prestressing CIP Concrete	1	LS	$	$
51 Structural Concrete, Bridge - Final Pay Item	80	CY	$	$
52 Structural Concrete, Bridge (Polymer Fiber) - Final Pay Item	100	CY	$	$
53 Joint Seal (MR=1")	71	LF	$	$
54 Bar Reinforcing Steel (Bridge) - Final Pay Item	66,000	LB	$	$
55 Bridge Removal - Final Pay Item	1	LS	$	$
56 Concrete (Channel Lining) - Final Pay Item	160	CY	$	$
57 Concrete Barrier (Type 836) - Final Pay Item	90	LF	$	$
58 Mobilization (10%)	1	LS	$	$
			Bid Items Total (Items 1 through 58):	$

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

COVER SHEET

COUNTY ADOPTION AND ACKNOWLEDGMENT

Engineer's Signature
Consultant's Signature

NOTICE TO BIDDERS

BID ITEMS AND APPLICABLE SECTIONS

SPECIAL PROVISIONS

FEDERAL REQUIREMENTS

Federal Requirements for Federal Aid Construction Projects
Federal Forms

PROJECT DETAILS / DRAWINGS

Location Map
Construction Funding Signs Detail
Advance Notification Signs (ANS) Detail
Crash Cushion Cable Restraint System Detail
Potholing Results
FID Encroachment Permit
Bridge Closure Barrier Detail
Limits Of Work Map
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
Guaranty

AGREEMENT

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

COUNTY ADOPTION AND ACKNOWLEDGEMENT
PROJECT: HOUGHTON CANAL BRIDGE REPLACEMENT AT N. CHATEAU FRESNO AVENUE
CONTRACT NUMBER: 25-03-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 — Date 5/12/25
Department of Public Works and Planning

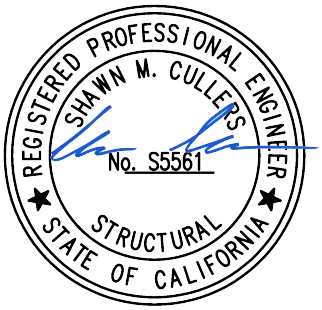
Date Signed: 5/9/25

REGISTERED PROFESSIONAL ENGINEER
JOSEPH C. HARRELL
No.C80424
CIVIL
STATE OF CALIFORNIA

Supervising Engineer: _____
Joseph C. Harrell, PE C80424

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

COUNTY ADOPTION AND ACKNOWLEDGEMENT
PROJECT: HOUGHTON CANAL BRIDGE REPLACEMENT AT N. CHATEAU FRESNO AVENUE
CONTRACT NUMBER: 25-03-C



Date Signed: 5/9/2025

Consultant Engineer: _____

Shawn M. Cullers, SE S5561

CORNERSTONE STRUCTURAL ENGINEERING GROUP
986 W Alluvial Ave
Fresno, CA 93711

COUNTY OF FRESNO **STATE OF CALIFORNIA**

NOTICE TO BIDDERS

Contract Name:	**HOUGHTON CANAL BRIDGE REPLACEMENT AT N. CHATEAU FRESNO AVENUE**
Project Location:	**N. CHATEAU FRESNO AVENUE, 0.5 MILES SOUTH OF BELMONT AVENUE**
Contract Number:	**25-03-C**
Bid Opening Date & Time:	Thursday, June 5, 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 widening and reconstructing the approach road, realigning and reconstructing canal access roads, relocating irrigation lines, and replacing the structurally deficient two-lane bridge with a standard two-lane bridge. The Houghton Canal Bridge on Chateau Fresno Avenue (Bridge No. 42C0486/42C0695, 04-030) is located 0.5 miles south of Belmont Avenue in Fresno, CA and has been closed since 2023. The new bridge structure will consist of Cast-In-Place, Pre-Stressed concrete slabs which will be supported by a Cast-In-Drill-Hole concrete pile foundation.

Pre-bid Conference:	Not Mandatory 10:00 A.M. on Thursday, May 15, 2025 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/25-03-C-Houghton-Canal-Bridge-Replacement-on-N-Chateau-Fresno-Ave/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:	$4,200,000 - $4,800,000
Working Days (Subsection 8-1.04C):	First order of work within one hundred forty (140) working days – Bridge Construction Second order of work within two hundred forty (240) working days – Plant Establishment
Required Valid California Contractor's License:	Class A (General Engineering)
Bridge Number:	42C0695
Federal/State Project Number:	BRLO-5942(237)
DBE Contract Goal:	Twenty-four percent (24%)
Required Number of Trainees:	Five (5)
Federal Minimum Wage Rate:	General Decision Number CA20250018, Dated 3/21/2025

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 by Highway Bridge Program (HBP).

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 on the project website) 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.

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.

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: May 6, 2025

Bid Items and Applicable Sections

Contract Number 25-03-C

PROJECT: HOUGHTON CANAL BRIDGE REPLACEMENT AT N. CHATEAU FRESNO AVENUE
CONTRACT NUMBER: 25-03-C

Bid Items and Applicable Sections

ITEM NO	ITEM DESCRIPTION	UNIT	SECTION
C000100	COURSE OF CONSTRUCTION INSURANCE (BUILDER'S ALL-RISK)	LS	---
0500100	PG&E GAS LINE EXCAVATION	LS	05
0500200	GROUND PENETRATION RADAR, UTILITY COORDINATION, & OTHER UTILITIES	LS	05
066015	FEDERAL TRAINEE PROGRAM	LS	06
070030	LEAD COMPLIANCE PLAN	LS	07
120000	TRAFFIC CONTROL	LS	12
120089A	CONSTRUCTION PROJECT FUNDING SIGN	EA	12
130000	SWRCB NOTICE OF INTENT FILING FEE	$	13
130100	CONSTRUCTION SITE MANAGEMENT	LS	13
130300	PREPARE AND IMPLEMENT SWPPP	LS	13
130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	13
130330	STORM WATER ANNUAL REPORT	EA	13
130400	JOB SITE WATER CONTROL & DIVERSION	LS	13
140101A	BIRD EXCLUSION PLAN	LS	14
140102A	INSTALL AND MAINTAIN BIRD EXCLUSION DEVICES	LS	14
160110	TEMPORARY HIGH-VISIBILITY FENCE	LF	16
170103	CLEARING AND GRUBBING	LS	17
190101	ROADWAY EXCAVATION	CY	19
190103	SUBGRADE PREP	CY	19
192037	STRUCTURE EXCAVATION (BRIDGE)	CY	19
193013	STRUCTURE BACKFILL (BRIDGE)	CY	19
198010	IMPORTED BORROW	CY	19
198050	PLACE & COMPACT EMBANKMENT	CY	19
208700	RELOCATE IRRIGATION 'ALFALFA' VALVES	EA	20

PROJECT: HOUGHTON CANAL BRIDGE REPLACEMENT AT N. CHATEAU FRESNO AVENUE

CONTRACT NUMBER: 25-03-C

210430	HYDROSEEDING	SQFT	21
211111	PERMANENT EROSION CONTROL ESTABLISHMENT INSPECTION	EA	21
211112	PERMANENT EROSION CONTROL ESTABLISHMENT WORK	$	21
220101	FINISHING ROADWAY	LS	22
260203	CLASS II AGGREGATE BASE	CY	26
390133	ASPHALT CONCRETE (TYPE A)	TON	39
398200	COLD PLANE HMA	SQYD	39
490605	36” CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	49
500001	PRESTRESSING CIP CONCRETE	LS	50
510053	STRUCTURAL CONCRETE, BRIDGE	CY	51
510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	51
510501	MINOR CONCRETE	CY	51
510510	IRRIGATION TURNOUT	EA	51
510511	IRRIGATION BOX	EA	51
519088	JOINT SEAL (MR=1”)	LF	51
520102	BAR REINFORCING STEEL (BRIDGE)	LB	52
600097	BRIDGE REMOVAL	LS	60
641106	10” PLASTIC IRRIGATION PIPE	LF	64
641107	18” PLASTIC IRRIGATION PIPE	LF	64
641113	24” PLASTIC IRRIGATION PIPE	LF	64
650014	18" RUBBER GASKET REINFORCED CONCRETE PIPE	LF	65
650018	24” RUBBER GASKET REINFORCED CONCRETE PIPE	LF	65
700101A	SAFETY ACCESS LADDER	LS	70
721430	CONCRETE (CHANNEL LINING)	CY	72
723060	ROCK SLOPE PROTECTION (150lb, CLASS III, METHOD B)	CY	72
729010	GEOTEXTILE FILTER FABRIC	SQYD	72
780100A	RESET SECTION CORNER MONUMENT	EA	78
782120	RELOCATE MAILBOX	EA	78

PROJECT: HOUGHTON CANAL BRIDGE REPLACEMENT AT N. CHATEAU FRESNO AVENUE

CONTRACT NUMBER: 25-03-C

839543	GUARD RAIL SYSTEM (WB-31)	LF	83
839585	TYPE MFLEAT-MGS TERMINAL SYSTEM	EA	83
839607	CRASH CUSHION (TAU-M)	EA	83
839741	CONCRETE BARRIER TYPE 836	LF	83
840505	4” THERMOPLASTIC TRAFFIC STRIPING	LF	84
999990	MOBILIZATION	LS	99

Special Provisions

Contract Number 25-03-C

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 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.

Board of Supervisors: The Board of Supervisors of the County of Fresno, State of California. The governing board for the agency having jurisdiction over the work being done under this contract.

California Test: State of California, Department of Transportation developed test for determining work quality. For California Tests, go to the METS Web site.

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.

Labor Surcharge and Equipment Rental Rates: Caltrans publication that lists labor surcharge and equipment rental rates.

Laboratory: Laboratories authorized by the Engineer to test materials and work involved in the contract.

material source facility audit: Self-audit and a Caltrans audit evaluating a facility's capability to consistently produce materials that comply with Caltrans standards.

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*.

State: The County of Fresno, State of California including its agencies, departments or divisions whose conduct or action is related to the work, unless used to reference a State of California agency, form, document, or procedure.

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 valley

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	--	--
Data Interchange for Materials Engineering	https://dime.dot.ca.gov/	Materials Engineering and Testing Services Department of Transportation 5900 Folsom Blvd Sacramento CA 95819-4612	(916) 227- 5238
Department	https://www.fresnocountyca.gov/Departments/Public-Works-and-Planning	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 General Services, Office of Small Business and DVBE Services	https://www.dgs.ca.gov/OBAS	Office of Small Business and DVBE Services Department of General Services 707 3rd St West Sacramento CA 95605- 2811	(800) 559- 5529 (916) 375- 4940
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/Departments/Public-Works-and-Planning/Construction-Bidding-Opportunities	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 may be requested from Design Services and are available online at http://www.BidExpress.com.

The *Specifications* includes the *Notice to Bidders*, revised standard specifications, project details, and special provisions.

The *Specifications*, project plans, and any addenda to these documents may be accessed at Design Services.

The *Standard Specifications* and *Standard Plans* may be purchased at the Publication Distribution Unit or 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 Detail • Advance Notification Signs (ANS) Detail • Crash Cushion Cable Restraint System Detail • Potholing Results • FID Encroachment Permit • Bridge Closure Barrier Detail • Limits Of Work Map
Included with the project plans	• Logs of Test Borings
Available on Design Services webpage	• Geotechnical Report • Hydraulic Report • As-Built Plans • 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 2-1.12B(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: Electronic versions of the bid book documents are available online at http://www.BidExpress.com and may be submitted through that website. 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, 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 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 (5th) 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) Proposal 14(a) through Proposal 14(b) - *Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)*

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. For a Federal-aid contract, the apparent low, second-low, and third-low bidders must complete and submit so that it is received by Design Services, no later than 4:00 PM on the fourth business day after the bid opening if not submitted with the bid.

2-1.33C (15) Proposal 15(a) through Proposal 15(b) *Exhibit 9-I DBE Confirmation*

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

For a Federal-aid contract, if you have not met 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) Proposal 17(a) through Proposal 17(b) – Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE)

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) Proposal 18 – *Not Used*

2-1.33C(19) Proposal 19 - *Guaranty*

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

2-1.34 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

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.

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 68 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 Railroad Relations

If the Contract includes an agreement with a railroad company, the Department makes the provisions of the agreement available in Project Details in the document titled "Railroad Relations and Insurance Requirements." Comply with the requirements in the document.

Replace Section 5-1.20G with:

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

There are existing transmission, high pressure and service gas lines within the limits of the project. There are also some other dry utilities (i.e. Sebastian) 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. Contractor is responsible for contacting underground service alert (USA) 811, coordinating with utilities companies and following PG&E requirements when working near or above gas lines.

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

Transmission 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. Another option would be having GPR performed prior to demolition at the 50-ft increments, and performing investigative pothole excavations at the following locations (at minimum):

- *Project start/stop locations*
- *Any tap location off of our GT pipeline*
- *At least 10 additional locations with the shallowest readings from the GPR*
- *Any other locations where the GT line changes direction or size*
- *In any case pothole shall not exceed 500 ft*

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 following are the maximum allowable wheel loads in pounds for the gas transmission lines along Adams Ave:

Maximum Allowable Wheel Loads:

Depth of Cover (ft)	Maximum Wheel allowable load (lbs)
2.00	18706
3.00	36894
4.00	56907
5.00	81495
6.00	111451
7.00	146048
8.00	183924

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

The County performed some random potholes to the existing gas lines. 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 typical depth and/or location of the gas lines, 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 bid item “PG&E GAS LINE EXCAVATION” shall include the cost to furnish all labor, equipment materials, tools, to expose the PG&E transmission and high-pressure gas lines as coordinated and directed by PG&E representative on site.

The bid item “GROUND PENETRATION RADAR, UTILITY COORDINATION & OTHER UTILITIES POTHOLE” shall include the cost to furnish all labor, equipment materials, tools, to pothole other utilities on site, coordination with PG&E Rep on site, and perform the GPR to the gas lines to reduce the necessary number of gas line potholing and no further compensation will be allowed therefor.

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.

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.

5-1.36G Maintaining Channel Flow

5-1.36G(1) General

The Houghton Canal is owned and operated by the Fresno Irrigation District (FID). You may work within Houghton Canal outside of the irrigation season and only as permitted by FID. FID's typical irrigation season begins March 1st, with FID opening the headgates to fill the canals/pipelines approximately 5 days prior, approximately Feb 24th. FID's 2025 Irrigation Season is anticipated to end August 31st and will take approximately 1-2 weeks to drain. It is your responsibility to ascertain conditions of flow in the channel where construction operations might interfere with such flow and cooperate with FID in maintaining channel flow.

5-1.36G(2) Submittals

Prior to the start of work, submit to FID:

1) A construction schedule

2) Stream diversion plan

3) List of emergency phone numbers

The stream diversion plan must show how water will be routed through and/or around the construction site. A Construction Permit will not be issued until the stream diversion plan is approved by FID.

5-1.36G(3) Anticipated Flows (non-irrigation)

Listed below are 3 situations for which the Houghton Canal will be used to route waters outside the normal irrigation season, from August 31st to February 24th:

a) Fish Flows – (15-25 CFS) The flow is typically around 20CFS. FID is obligated to deliver "fish water" when the irrigation season has ended and is required to continue passing water in the Kings River below Pine Flat Dam after the FID's Irrigation Season to maintain a fish population as required by the State of California. These flows are typically diverted into the Houghton Canal and delivered to recharge basins located within FID's boundary. FID will make every effort to divert waters around the project site where possible.
b) Storm Routing – (50-150 CFS) The flow can increase up to 150 CFS after several large storm events. The canal serves as a major artery of the Fresno Metropolitan Flood Control District (FMFCD) and Army Corps of Engineers flood routing system. The storm water consists of urban runoff, runoff from parcels that adjoin the canal and from foothill stream flood control projects within and under the jurisdiction of FMFCD. Once the floodwater enters FID's canal system, FID routes the water through various canals to various basins located on the west side of FID.
c) Wastewater Treatment Plant (WWTP) Discharge – (25-40 CFS) The flow is typically around 30 CFS, however, it can increase to as much as 40 CFS. FID may receive the WWTP discharge year round, however, this canal is typically dry from November to February. This flow schedule will need to be considered in the planning process and bypass requirement.
d) Nuisance – (5 CFS) The canal catches tailwater from various areas. The water will vary depending on several factors including the amount of rainfall. The canal will most likely have standing water year-round.

5-1.36G(4) Canal Shutdown Period

The Houghton Canal will be shut down following FID's 2025 Irrigation Season. Construction of the concrete channel lining and rock slope protection shown on the plans shall occur during the shutdown period. FID will provide at least one week advance notice prior to canal shutdown.

5-1.36G(5) Temporary Canal Bypass
5-1.36G(5)(a) General

Construct a temporary canal bypass as shown on the submitted stream diversion plan and as specified in these special provisions. The stream diversion plan must be approved by FID and must be designed to accommodate up to 200 cfs. The canal bypass must satisfy the following requirements:

a) FID will require a bypass to route a minimum of 50 CFS (assuming normal conditions) October 1st to November 30th, and a minimum of 200 CFS after December 1st. The bypass to be removed and the canal to be restored to its original conditions by February 15th of the following year.
b) You will construct a bypass to convey FID's non-irrigation season flows. Bypass shall be completed and inspected by FID's Inspector before any bridge work starts.
c) Construction of a bypass system shall be designed so that it will safely pass the flows mentioned above. You will prepare and submit, for approval from the Engineer and the Fresno Irrigation District, the detailed plans and calculations detailing that the system is capable of handling the projected flow. Bypass system shall include facilities as necessary to convey waters downstream and away from the project such as a channel, pipeline or bypass pumps (with redundancy, auto-start pump, and 24/7 personnel oversight). Facilities shall be your responsibility to install and maintain at all times. If a bypass channel is chosen, a drive bank on both sides of the bypass channel shall be incorporated for maintenance and operation purposes.
d) Should a bypass be situated outside FID's R/W, FID will require a copy of an access agreement from the Agency and/or adjacent landowner(s) where the bypass will be constructed. This agreement shall include a waiver releasing FID of any liability as it relates to the bypass channel situated on adjacent properties.
e) If a bypass is not constructed, all water will be required to pass through the project site.
f) You will be responsible for the removal of any berm/dam and material placed in the Fresno Canal. FID will require that all Contractor disturbed areas of the canal be concrete lined or protected with rock slope protection as shown on the plans. See section 5-1.36G(4) of these special provisions for canal shutdown period. You will pay all the necessary costs and be solely responsible for the

adequacy, safety, and reliability of the bypass system and shall fulfill all requirements of the governing agencies.

5-1.36G(5)(b) Materials

Corrugated steel pipe must comply with section 66, “Corrugated Metal Pipe” of the State Standard Specifications.

Temporary earthen cofferdams must comply with section 19-3, “Structure Excavation and Backfill” of the State Standard Specifications.

5-1.36G(5)(c) Construction

Your operations shall proceed in an orderly manner and shall be arranged to PERMIT THE RELEASE OF FLOODWATERS IN THE HOUGHTON CANAL AT ANY TIME. Do not use motorized equipment or vehicles in areas of flowing or standing water for the construction or removal of the temporary canal bypass. The work shall proceed in accordance with the following staged construction sequence:

1. Place filter fabric along the channel bottom and sides within the footprint of the temporary cofferdams according to section 72-1.03.
2. Place and compact fill for upstream and downstream temporary cofferdams to the flowline elevation of the pipe culvert shown on the submitted stream diversion plan.
3. Install pipe culvert as shown on the plan and secure in place. The pipe culvert shall be supported at all joints and at intervals not to exceed 14 feet on center. Supports may consist of sandbags, concrete blocks, wooden frames, or any other material sufficient to support the weight of the pipe when it is flowing full. Supports at joints shall be a minimum of 18 inches in length along the pipe culvert and centered on the joint. Supports should cradle the pipe culvert to ensure that it will not roll during construction.
4. All pipe joints shall be banded or otherwise provided with a reasonable seal against leakage.
5. Place and compact remaining fill for upstream and downstream temporary cofferdams to the elevations shown on the plan. The maximum height of any earth/dam constructed shall not exceed 1 ft below high water at upstream side of project site.
6. Install sandbags and tarp erosion protection along face of temporary cofferdams on the inlet and outlet sides.
7. Install additional erosion protection as needed at the pipe culvert inlet and outlet to protect the cofferdams and stream bed from erosion. Cofferdam must be constructed such that if water overtops the dam, the berm would erode from the top downward and prevent water from flooding the surrounding land.
8. Dewater the area between the cofferdams. Dewatering of the construction area must not alter the water quality or cause erosion or sedimentation in the channel or diversion. Piped and pumped water must discharge to a non-erodible energy-dissipating surface prior to reentering the channel. All sediment laden water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymer systems, dewatering bags, or other appropriate methods. Water must have sediment removed prior to being reintroduced to the downstream waterway. Discharge water is considered clean if it does not result in a visually identifiable degradation of water clarity.
9. Remove existing bridge and complete the “in-channel” work.
10. Place sediment barriers downstream for protection while removing temporary cofferdams.
11. Remove the downstream cofferdam.
12. Remove the upstream cofferdam gradually in order to allow the upstream water level to draw down at a safe rate.
13. Remove the pipe culvert and remaining supports.
14. Return the channel to its original grade and condition.
15. Place rock slope protection on disturbed portions of the channel banks per FID standards.

5-1.36G(5)(d) Maintenance

Inspect the temporary bypass at the end of each work day and any time excess water is noted in dry work areas, at a minimum to ensure that the structure is maintained and not damaged, the sand bag protection has not displaced, the streambed and channel banks are stable, and that sediment is not entering the channel. Repair damaged sandbag protection and erosion promptly. Add additional armoring if erosion is noted. Remove all significant sediment accumulations to maintain the bypass design flow capacity.

5-1.36G(5)(e) Removal

Once the "in-channel" work is completed, the temporary bypass must be removed. Removal of the temporary bypass should occur in such a manner as to minimize erosion and sediment runoff into the waterway. Remove the temporary bypass from downstream to upstream, following the staged construction sequence under section 5-1.36G(5)(c) of these special provisions.

5-1.36G(6) Permits

Fresno Irrigation District's Engineering Department, (559) 233-7161, shall be notified 48 hours prior to construction. No work shall begin within FID's easement, including work on the bridge, without a "Permit To Work Within An Easement & Right-of-Way" issued by FID (Inspection fees are assessed as follows: $125 per week (1-1/4 hours) or $50 per day (1/2 hour)). All works shall be completed by the date specified on the Permit and the area restored to its original condition. Any work required after the completion date shall be approved by FID's Engineer. A **$25,000.00** security deposit is required to secure any work within FID's easements for canals and pipelines used for the diversion and disposal of floodwaters. FID will charge a Late Completion fee of $**500.00** per day for each day that Contractor's work extends past **5:00PM on February 15**. However, ten (10) days before the 2026 Irrigation Season, FID will charge a Late Completion fee of **$2,500.00** per day for work not completed. FID will deduct costs from the deposit if the Contractor fails to pay any late fees.

5-1.36G(7) Payment

Payment for maintaining channel flow, including all works associated with the stream diversion plan, dewatering plan to be specified below, and obtaining necessary permits plus inspection fee, is included in the price paid lump sum for Job Site Water Control & Diversion, including furnishing and installing erosion protection. No additional compensation will be made for design or construction of a bypass that is to remain in the channel after December 1st.

Dewatering plan, specified in this section, is to consist of analyzing, designing, constructing, operating, and maintaining such system to keep job site water-free, as needed, from said flow seepage. You may elect to choose a system which consists of an adequate number of sumps and pumps for dewatering.

You will pay FID directly for their security deposit, permit fee, inspection fee and any liquidated damages they assign. The $25,000.00 security deposit and liquidated damages, if assigned, are not reimbursable.

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.
The Department has made a public interest finding and has determined that the following items shall be used for the project, and no substitution therefor shall be allowed.

1. Barrier Systems by Lindsay Universal TAU-M Crash Cushion
2. Road Systems Inc. Flare End Terminal Type MFLEAT (MASH-compliant Flared Energy Absorbing Terminal)

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

Add to the end of Section 7-1.02K(6)(j)(ii):

The lump sum price paid for Lead Compliance Plan includes the costs for all labor, tools, equipment, testing, and incidentals needed to comply with all of the planning, testing and reporting requirements related to the lead contained yellow thermoplastic and/or yellow painted traffic striping and/or pavement markings as described in Section 14-11.12, 36-4, and 84-9.03B and no additional compensation will be allowed therefore.

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.

Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan. The material contains average lead concentrations below 80 mg/kg total lead and below 5 mg/L soluble lead and is not regulated by DTSC as a hazardous substance or a hazardous waste. This material does not require disposal at a permitted landfill or solid waste facility. The RWQCB has jurisdiction over reuse of this material at locations outside the job site limits.

Unregulated earth material could exist throughout the job site.

Lead is typically found within the top 2 feet of material in unpaved areas of the highway. Reuse all of the excavated material on the right-of-way. Haul and place the surplus excavated material on the right-of-way.

If you choose to dispose of 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

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.

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

This project includes two, non-concurrent phases, construction and plant establishment.

8-1.04B(1) First Order of Work, Construction

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 the first order of work within the number of working days specified in the Notice to Bidders.

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

SIX THOUSAND SEVEN HUNDRED DOLLARS ($6,700.00)

per day for each and every calendar day's delay in finishing the first order of work in excess of the number of working days prescribed above.

8-1.04B(2) Second Order of Work – Permanent Erosion Control Establishment

The Engineer, in their sole discretion, may issue the Notice to Proceed – Second Order of Work immediately upon completion of hydroseeding application. Alternatively, the Engineer may defer issuance of the Notice to Proceed – Second Order of Work to the extent the Engineer, in their sole discretion, deems appropriate.

Begin work at the site on the date shown on the Notice to Proceed – Second Order of Work. Do not begin site work prior to the date shown on the Notice to Proceed – Second Order of Work. The date shown on the Notice to Proceed – Second Order of Work will be the first working day charged against the allotted number of working days for the second order of work.

Complete the second order of work within the number of working days specified in the Notice of Bidders and from the date shown in said Notice to Proceed – Second Order of Work.

Complete all work as described in section 21-3, 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 DOLLARS ($2,000.00)

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

Such payment is in addition to payment, if any, for failure to complete the first order of work as specified.

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.

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.

12 TEMPORARY TRAFFIC CONTROL

Replace Section 12-1.04 with:

Payment quantity for Traffic Control bid item is paid for by lump sum. The contract price paid for Traffic Control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for all the work involved to provide traffic control and local access, complete in place, as shown on the plans, as specified in the 2023 Standard Specifications and these Special Provisions, and as directed by the Engineer.

Replace Section 12-2 with:

12-2 PROJECT SPECIFIC FUNDING SIGNS

12-2.01 CONSTRUCTION ADVANCED NOTIFICATION SIGNS (ANS)

12-2.01A GENERAL

Details for construction ANS are in *Project Details*.

Keep construction ANS clean and in good repair at all times.

12-2.01B MATERIALS

Provide Construction ANS, barricades, and mounting hardware.

Barricades must be Type II and comply with section 12-3.10.

Sign panels for construction ANS 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*.

12-2.01C CONSTRUCTION

Mount construction ANS to barricades.

Provide and Install construction ANS at the locations designated by the Engineer 7 days 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.

12-2.01D PAYMENT

The costs associated with Construction ANS are considered to be included in the Traffic Control bid item.

12-2.02 CONSTRUCTION PROJECT FUNDING SIGNS

12-2.02A GENERAL

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

Do not add information to a construction project funding identification sign unless authorized.

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

12-2.02B 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

12-2.02C CONSTRUCTION

Provide and install the quantity of construction project funding signs shown on the Bid Item List 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 remain in place and become the property of the County.

The Engineer will request that County Road Maintenance remove the signs 3 months after acceptance of the project.

12-2.02D PAYMENT

The Department pays you for Construction Funding Signs upon installation of each sign

The Department does not adjust the unit price for an increase or decrease in the construction funding sign quantity.

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

Add to the end of Section 12-3.01D:

If there are no bid items for traffic control devices, payment is considered to be included in the bid item for Traffic Control System.

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

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.

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

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

5.

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)(k)

Reserved

12-4.02C(3)(l) Complete Conventional Highway Closure Hour Charts

Comply with the requirements for the complete closure on a conventional highway shown in the following chart:

Chart No. _L1_
Complete Conventional Highway Closure Hours

County: Fresno	Route/Direction: N Chateau Fresno Ave	Post Mile:

Closure limits: W Whitesbridge Ave to W Belmont Ave

Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Fri	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Sat	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Sun	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C

Legend:

C Conventional highway may be closed completely.

No complete conventional highway closure is allowed.

Signs will be placed following the Traffic Control & Detour Plan as shown in the Plans

REMARKS: 1. Maintain local access at all times.
2. Driveways and access roads shall remain accessible at all times.

12-4.02C(3)(m) - 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.

Keep driveways and access roads accessible at all times.

Maintain vehicular access to the channel bank access roads at all times.

You may close Chateau Fresno Ave to public traffic for a maximum period of 140 working days. You will notify the Engineer 3 working days prior to the date on which he intends to close the road. You are required, however, to provide access to property abutting the project along the line of work at all times where such access now exists.

It is agreed by the parties to the contract that should any roads remain closed for more than the number of working days specified, damage will be sustained by the County of Fresno, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay and it is, therefore, agreed that the Contractor will pay to the County of Fresno, the sum set forth in the following paragraph per day for each and every calendar day's delay in opening any of the roads to traffic in excess of

the number of days prescribed and the Contractor agrees to pay said liquidated damages wherein provided for, and further agrees that Fresno County may deduct the amount thereof from any monies due or that may become due the Contractor under the contract.

Liquidated damages as specified in 8-1.04 also apply to each calendar day's delay in opening the roads beyond the time limits specified herein, which damages are in addition to the liquidated damages for not completing the entire work as specified in Section 4 of these special provisions.

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 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 4.68 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.

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:

The payment quantity for temporary soil stabilization bid items is paid for by lump sum. The contract price paid for temporary soil stabilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all the work involved in placement of temporary soil stabilization, complete in place.

If there is no bid item for temporary soil stabilization, payment therefore is included in the bid item for prepare and implement stormwater pollution prevention plan.

Replace Section 13-6.04 with:

13-6.04 PAYMENT

The payment quantity for temporary sediment control bid items is paid for by lump sum. The contract price paid for temporary soil stabilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all the work involved in placement of temporary soil stabilization, complete in place.

If there is no bid item for temporary sediment control, payment therefor is included 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

Replace the 2nd paragraph of section 14-6.03B with:

The Department anticipates nesting or attempted nesting from February 1 to September 1.

Replace the 9th paragraph of section 14-6.03B with:

If ordered, perform protection measures detailed in Section 14-6.07.

Add Section 14-6.06:

Section 14-6.06 Water Quality Protection Measures

1. Notify the Engineer immediately following any accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material (Water Code, Section 13271 and Health and Safety Code, Section 25501).
2. Notify the Engineer immediately following a violation of compliance with a water quality standard.
3. Do not discharge materials that contain oil, grease, wax, or other materials that result in a visible film or coating in any waterway during wet or dry conditions.
4. Do not discharge sediment or dust abatement chemicals into any surface waters during dust abatement activities.
5. Do not use dust abatement products or additives known to be detrimental to water quality or wildlife.
6. Keep a copy of your Spill Prevention, Containment and Cleanup Plan at the project site.
7. Do not refuel equipment within 300 feet of the waterway. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills.
8. Provide secondary containment including drip pans and or placement of absorbent material in refueling areas.
9. Do not store hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction related potentially hazardous substances within 300 feet of the waterway.
10. Remove all project waste from the site daily.
11. Clean construction equipment prior to arriving to and departing the site to reduce the spread of noxious weeds.
12. Protect all disturbed areas from washout and erosion.
13. Do not use netting material for sediment control.
14. Do not store stockpiled topsoil within 300 feet of the waterway without the approval of the Engineer. Erosion and sediment control measures must be implemented to protect the topsoil and surface waters.

Add to section 14-6.07:

14-6.07 BIRD AND BAT PROTECTION MEASURES

14-6.07A General

14-6.07A(1) Summary

Section 14-6.06 includes specifications for protection measures to prevent nesting or attempted nesting of migratory or nongame birds on the Houghton Canal Bridge during the nesting season as well as roosting bats which will occur during the course of construction.

Nesting, attempted nesting, and roostingis anticipated from February 1 through September 1.

14-6.07A(2) Definitions

nesting season: the dates the Department anticipates nesting or attempted nesting. Comply with Section 14-6.03B.

14-6.07A(3) Submittals

Submit an exclusion plan prepared by a qualified biologist to the Engineer. Allow 10 days for review.

Do not install exclusion device or remove partially completed nests on the new until the plan is approved by the Engineer.

The exclusion plan must include:

1. Title Sheet
2. Table of Contents
3. Proposed exclusion method based on a risk assessment of the project site
4. Proposed exclusion devices and materials to be used to exclude nesting birds and roosting bats
5. Schedule of installation of exclusion devices
6. Removal and disposal method for partially constructed and unoccupied nests
7. Inspection and maintenance schedule
8. Methods of maintenance and monitoring
9. PLAC requirements

14-6.07A(4) Quality Control and Assurance

Monitor the effectiveness of the bird and bat exclusion devices.

If a nest becomes established during the nesting season:

1. Do not remove.
2. Immediately contact the Engineer for evaluation and discussions of possible actions to avoid disrupting the nesting activity.

14-6.07B Materials

You may not use devices that include netting.

14-6.07C Construction

Install bird and bat exclusion device no later than February 1, 2026. You are responsible to ascertain water condition in channel at the time of installation.

Install exclusion device to completely block bird and bat access to temporary and permanent structures that are suitable for nesting/roosting.

During the nesting season, nest removal is not allowed. If attempted nesting occurs during the nesting season, you may remove the nests prior to the nests becoming one-third complete.

During the non-nesting season, nest removal is allowed.

Clean bird or bat waste or other debris from the contact surfaces of the bridge before installing the exclusion device.

Do not allow material to fall into waterways.

You must monitor weekly to maintain and repair devices during construction.

Upon completion of the work, remove bird and bat exclusion device.

14-6.07D Payment
Payment for preparing and submitting the Bird Exclusion Plan, including nest and waste removal is included in the payment for BIRD EXCLUSION PLAN bid item. Payment for furnishing, preparing, installing, and daily monitoring bird exclusion devices for the new bridge and for maintaining the bird exclusion devised on the exiting bridge is included in the payment for INSTALL AND MAINTAIN BIRD EXCLUSION DEVICES bid item.

No additional compensation is allowed.

Replace Section 14-6.06 – 14-6.10 with:

14-6.08 – 14-6.10 RESERVED

Add to the end of section 14-9.02:

The US EPA has established the National Emission Standards for Hazardous Air Pollutants (NESHAP). Under the Health & Safety Code § 39658(b)(1), your demolition and rehabilitation activities must comply with 40 CFR 61, Subpart M (National Emission Standard for Asbestos).

The asbestos survey and sampling report for this project is included in the *Information Handout*.

You must notify the SJVAPCD of your demolition activities even if the activities will not disturb asbestos-containing material.

You may obtain the notification form, submittal instructions, and other information from:

San Joaquin Valley Air Pollution Control District (SJVAPCD)
Central Region Office
1990 E Gettysburg Ave
Fresno, CA 93726
(559) 230-5950
asbestos.central@valleyair.org
https://www.valleyair.org/compliance/demolition-renovation/demolition/

Instead of the 10 days specified at the website, submit a notification form to the SJVAPCD at least 15 days before starting demolition or rehabilitation activities.

Submit a copy of the notification form and the necessary attachments as informational submittals before starting demolition or rehabilitation activities.

If you discover unanticipated asbestos-containing material during the demolition or rehabilitation activities, immediately stop work in that area and notify the Engineer. The Department will use other forces to remove and dispose of the material. Do not resume work in the area until authorized.

Notify the SJVAPCD of a change to your demolition or rehabilitation activities, including a revised work plan or the discovery of unanticipated asbestos-containing materials, within 2 business days of the change or discovery.

Replace *at least once a week* in the 2nd sentence of the 3rd paragraph of section 14-10.01 with:

Daily

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 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 60 days after the start of accumulation of the residue.

Replace section 14-11.14 with:

14-11.14 TREATED WOOD WASTE

14-11.14A General

Section 14-11.14 is applicable to the project. Wood removed from guardrail, signs, or structures is considered treated wood waste. Any wood removed from the project site including the existing timber beams and abutment sill plates, timber railing, and other miscellaneous timber members is treated wood waste.

Section 14-11.14 includes specifications for handling, storing, transporting, and disposing of treated wood waste. Manage treated wood waste under 22 CA Code of Regs Div 4.5 Ch 34.

If there is no bid item for Treated Wood Waste, payment for training, handling, storing, transporting, and disposing of treated wood waste therefor is considered to be included in the bid item for the removal of other items.

Payment for handling, storing, transporting, and disposing of treated wood waste is included in the lump sum prices paid for Bridge Removal and no additional compensation will be allowed therefore.

14-11.14B Submittals

Within 5 business days of disposing of treated wood waste, submit as an informational submittal a copy of each completed shipping record and weight receipt.

14-11.14C Training

Provide training to personnel who handle or may come in contact with treated wood waste. Training must include:

1. Requirements of 8 CA Code of Regs
2. Procedures for identifying and segregating treated wood waste
3. Safe handling practices
4. Requirements of Health & Safety Code §25230 et seq
5. Proper disposal methods

Maintain training records for 3 years after contract acceptance.

14-11.14D Storage of Treated Wood Waste

Store treated wood waste at the jobsite until transport to the CA permitted disposal site.

Until disposal, store treated wood waste using the following methods:

1. Raise the waste on blocks above a foreseeable run-on elevation and protect it from precipitation for no more than 90 days.
2. Place the waste on a containment surface or pad protected from run-on and precipitation for no more than 180 days.
3. Place the waste in water-resistant containers designed for shipping or solid waste collection for no more than 1 year.
4. Place the waste in a storage building as defined in Health & Safety Code §25230 et seq.

Prevent unauthorized access to treated wood waste using a secure enclosure such as a locked chain-link-fenced area or a lockable shipping container located within the job site.

Resize and segregate treated wood waste at a location where debris including sawdust and chips can be contained. Collect and manage the debris as treated wood waste.

Identify treated wood waste and accumulation areas using water-resistant labels that comply with Health & Safety Code §25230 et seq. Labels must include:

1. The words *TREATED WOOD WASTE Do not burn or scavenge*
2. The words *Caltrans District* and the district number
3. The words *Construction Contract* and the contract number
4. District office address
5. Engineer's name, address, and telephone number
6. Contractor's contact name, address, and telephone number
7. Date placed in storage

14-11.14E Transport and Disposal of Treated Wood Waste

Dispose of treated wood waste within:

1. 90 days of generation if stored on blocks
2. 180 days of generation if stored on a containment surface or pad
3. 1 year of generation if stored in a water-resistant container or within 90 days after the container is full, whichever is shorter
4. 1 year of generation if stored in a storage building as defined in Health & Safety Code §25230 et seq

Before transporting treated wood waste, obtain agreement from the receiving facility that it will accept the waste. Protect shipments of the waste from loss and exposure to precipitation. For projects generating 10,000 lb or more of treated wood waste, request a generator's EPA Identification Number from the Engineer at least 5 business days before the 1st shipment. Each shipment must be accompanied by a shipping record such as a bill of lading or invoice that includes:

1. The words *Caltrans District* and the district number
2. The words *Construction Contract* and the contract number
3. District office address
4. Engineer's name, address, and telephone number
5. Contractor's name, contact person, and telephone number
6. Receiving facility's name and address
7. Description of the waste (e.g., treated wood waste with preservative type if known or unknown/mixture)
8. Project location
9. Estimated weight or volume of the shipment
10. Date accumulation begins
11. Date of transport
12. Name of transporter
13. Date of receipt by the treated wood waste facility
14. Weight of shipment measured by the receiving facility
15. Generator's US EPA Identification Number for projects generating 10,000 lb or more of treated wood waste

The shipping record must be 8-1/2 by 11 inches and a 4-part carbon or carbonless form to provide copies for the Engineer, transporter, and treated wood waste facility.

Transport treated wood waste directly to the CA permitted disposal site after leaving the jobsite. Do not mix treated wood waste from the job site with waste from any other generator.

Dispose of treated wood waste at one of the following:

1. An approved California disposal site operating under a RWQCB permit that includes acceptance of treated wood waste
2. California disposal site operating under a DTSC permit that includes acceptance of treated wood waste

Treated wood waste may be disposed as a hazardous waste at any of the following Resource Conservation and Recovery Act (RCRA) Subtitle C disposal facilities:

1. US Ecology, Beatty, Nevada
2. US Ecology, Grandview, Idaho
3. Chemical Waste Management of the Northwest, Arlington, Oregon

Replace section 14-11.16 with:

14–11.16 ASBESTOS-CONTAINING CONSTRUCTION MATERIALS IN BRIDGES

14-11.16A General

Section 14-11.16 includes specifications for removing and managing asbestos-containing construction materials (ACCM) in bridges.

This project could involve the removal and management of ACCM. Testing may be completed to make this determination.

The removal and management of asbestos must comply with:

1. Health and Safety Code Div 20 Ch 6.5, Hazardous Waste Control
2. 8 CA Code of Regs § 5208
3. 8 CA Code of Regs §§ 1529 and 341.6–341.17
4. 22 CA Code of Regs Div 4.5
5. 29 CFR 1926
6. 40 CFR 61 Subpart M - National Emissions Standard for Asbestos
7. Bus & Prof Code §§ 7058.5–7058.6, 7180-7189.7, and 7028.1

Friable ACM generated as part of this project is a Department-generated hazardous waste as specified in section 14-11.07.

14-11.16B Definitions

asbestos: Any of several minerals that readily separate into long flexible fibers. Includes chrysotile, amosite, crocidolite, tremolite, anthrophyllite, actinolite, and any of these minerals that has been chemically treated, altered, or both.

asbestos-containing construction materials (ACCM): Manufactured construction material which contains more than 1/10th of 1 percent asbestos by weight under 8 CA Code of Regs § 341.6.

asbestos-containing material (ACM): Building material, including asbestos cement pipe and concrete, containing more than 1 percent asbestos by weight, area, or count under 40 CFR § 61.145.

Category I nonfriable ACM: Asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos under 40 CFR § 61.141.

Category II nonfriable ACM: Any material, excluding Category I nonfriable ACM, containing more than 1 percent asbestos that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure under 40 CFR § 61.141.

certified asbestos consultant: Asbestos consultant certified by Cal/OSHA under 8 CA Code of Regs §§ 341.15 and 1529. A certified asbestos consultant must be registered or working for a company registered under Labor Code § 6501.5 and certified under Bus & Prof Code § 7058.6.

friable ACM: Material containing more than 1 percent asbestos, as determined by polarized light microscopy, that can be crumbled, pulverized, or reduced to powder by hand pressure when dry under 22 CCR § 66261.24.

nonfriable ACM: Material containing more than 1 percent asbestos by area with asbestos fibers that:

1. Are tightly bound into the matrix of the material
2. Should not become an airborne hazard as long as the material remains intact and undamaged and is not sawed, sanded, drilled, or otherwise abraded during removal

nonhazardous asbestos waste: ACCM with an asbestos concentration less than 1 percent or nonfriable ACM. These wastes are not hazardous wastes under 22 CA Code of Regs Div 4.5.

regulated asbestos-containing material (RACM): Under 40 CFR § 61.141, RACM is defined as any of the following:

1. Friable ACM
2. Category I nonfriable ACM that has become friable or will be or has been subjected to sanding, grinding, cutting, or abrading
3. Category II nonfriable ACM that may become, has become, or has a high probability of becoming friable

14-11.16C Site Conditions

An additional asbestos survey may be performed for bridge no. 42C0486.

The relevant portions of the asbestos survey report will be included in the *Information Handout*.

ACCM may be present and could be disturbed by work.

14-11.16D Submittals

14-11.16D(1) General

Not Used

14-11.16D(2) Asbestos Compliance Plan

Submit an asbestos compliance plan for preventing or minimizing workers' exposure to asbestos during demolition or renovation activities. Submit the plan at least 15 days before starting bridge demolition or renovation activities in areas containing or suspected to contain asbestos. The plan must be prepared and signed and sealed by a CIH with experience and knowledge of asbestos removal work and by the certified asbestos consultant who will direct the removal, storage, transportation, and disposal of ACM. The plan must include:

1. Identification of key personnel for the project
2. Scope of work and equipment to be used
3. Job hazard analysis for work assignments
4. Summary of risk assessment

5. Description of personal protective equipment
6. Delineation of work zones at the job site
7. Decontamination procedures
8. General safe work practices
9. Security measures
10. Emergency response plans
11. Safety training program

14-11.16D(3) Asbestos Removal Work Plan

If asbestos is determined to be present at the site, submit a work plan for the removal and management of asbestos 15 days before starting bridge demolition or renovation activities in areas containing or suspected to contain asbestos. The work plan must be prepared and signed and sealed by a certified asbestos consultant and include:

1. Name of the certified asbestos consultant who will direct the removal, storage, transportation, and disposal of ACM.
2. Locations at the perimeters of abatement work areas where asbestos warning signs will be installed.
3. Summary of the methods and techniques for removal, handling, packaging, labeling, storing, transporting, and disposing of waste materials.
4. Instructions for wetting asbestos materials with sprayers.
5. Description and locations of disposal bins for temporary storage of asbestos until removal from the job site.
6. Name and address of the hazardous waste transporter that will transport friable ACM. The transporter must be registered with the DTSC to transport hazardous waste under the Health and Safety Code Div 20 Ch 6.5 and 22 CA Code of Regs Div 4.5.
7. Name and address of the California disposal facility permitted for the disposal of ACM.
8. Documentation of compliance with federal, State, and local requirements for asbestos work, transport, and disposal.

14-11.16D(4) Certification of Completed Safety Training

If asbestos is determined to be present at the site, submit a certification of completed safety training for all personnel before starting work in areas containing or suspected to contain asbestos.

14-11.16D(5) Asbestos Removal Report

If asbestos is determined to be present at the site, submit an asbestos removal report documenting your compliance with the asbestos removal work plan. Submit the report to the Engineer and the APCD or AQMD within 30 days after removing ACM from the job site.

14-11.16D(6) Disposal Documentation

If friable ACM materials will be disposed, submit a copy of the hazardous waste manifest for each shipment of friable ACM. Submit a copy of the waste shipment record for each shipment of nonhazardous asbestos waste.

Within 5 business days of transporting hazardous and nonhazardous asbestos waste, submit documentation of proper disposal from the receiving disposal facility.

14-11.16E Health and Safety

Before starting work in areas that may contain or are suspected to contain asbestos, provide safety training complying with 8 CA Code of Regs § 1529 to State employees who may enter the work area.

Provide training, personal protective equipment, and medical surveillance as required by the asbestos compliance plan for 3 employees.

14-11.16F Removal and Disposal of Unanticipated Asbestos

If you discover unanticipated asbestos during demolition or rehabilitation activities, immediately stop work in that area and notify the Engineer.

The removal and disposal of ACM not identified in the asbestos survey report is change order work.

14-11.16G Removal of Asbestos

Remove asbestos under 8 CA Code of Regs § 1529 and 341 et seq. Remove friable asbestos using the wetting method. Remove and handle nonfriable asbestos such that you prevent breakage.

You are not required to remove asbestos encased in concrete or similar structural material before starting demolition. Keep the asbestos wet whenever it is exposed during demolition activities. Prevent airborne emissions from asbestos removal activities.

Mark the regulated work areas with warning signs that read, *Danger, Asbestos, Cancer and Lung Disease Hazard, Authorized Personnel Only.* The message must be legible from a distance of 20 feet by persons with 20/20 vision or vision corrected to 20/20.

14-11.16H Packaging and Temporary Storage of Asbestos-Containing Material

Package and label removed ACM under 22 CA Code of Regs § 66262.30 et seq. Place the removed ACM in minimum, 0.006-inch-thick, double-ply, plastic bags with clearly visible and legible labels affixed to the bags. The labels must read, *Danger/ Contains Asbestos Fibers/ Avoid Creating Dust/ Cancer and Lung Disease Hazard.* Wet the waste before placing it in the plastic bag to prevent asbestos fibers from becoming airborne if the bag is broken.

Do not break apart bulk waste that will not fit inside a plastic bag. Instead, wet the waste, wrap it in plastic, and seal it with packaging or duct tape until it is leak-proof. Place the wrapped and sealed ACM directly into a covered, lockable, roll-off or drop box lined with plastic sheeting and labeled on all sides. The labels must be legible and read, *Danger/ Contains Asbestos Fibers/ Avoid Creating Dust/ Cancer and Lung Disease Hazard.*

14-11.16I Transport and Disposal of Asbestos-Containing Construction Materials

14-11.16I(1) General

Dispose of ACCM at a California disposal facility operating under a RWQCB permit to accept asbestos waste. Notify the facility at least 5 business days before the delivery of ACCM.

14-11.16I(2) Friable Asbestos-Containing Material

Transport and dispose of friable ACM as a hazardous waste. The Engineer provides the Department's EPA Identification Number for hazardous waste disposal. The Engineer signs the hazardous waste manifests. Notify the Engineer 5 business days before the manifests are to be signed.

Use a transporter for friable ACM with:

1. Current DTSC registration for transporting hazardous waste
2. US EPA Identification number
3. Proof of completion of the California Highway Patrol's Basic Inspection of Terminals Program with a satisfactory rating

The transporter's vehicles must carry a valid DTSC registration when transporting friable ACM.

14-11.16I(3) Nonhazardous Asbestos Waste

Transport nonhazardous asbestos waste to the disposal facility with a waste shipment record.

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. You are responsible to pay to the SJVAPCD any fees which may be required. 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.

Replace Section 14-12.05–14.12.08 with:

14-12.05–14.12.08 RESERVED

16 TEMPORARY FACILITIES

Replace Section 16-2.05 with:

16-2.05 JOB SITE WATER CONTROL

16-2.05A General

16-2.05A(1) Summary

Section 16-2.05 includes specifications for controlling water to provide a dry working area at the job site, and to provide for continued use of Houghton Canal during construction operations.

Houghton Canal is under the jurisdiction of Fresno Irrigation District (FID). The Contractor shall notify the Engineer and FID at least 48 hours prior to commencing any work within the channel.

Contractor to confirm start date of construction work within Houghton Canal with FID, Jeremy Landrith at (559) 233-7161**.**

Based on communication with the FID, County of Fresno understands that they will account for minimum flows as stated in section 5-1.36G(5)(a). If water diversion becomes necessary, flow would be allowed to pass through the existing channel under the bridge. Diversion methods may include the use of pipes or coffer dams, or other structural methods approved by the County, Engineer, and California Department of Fish and Wildlife.

16-2.05A(2) Submittals

It shall be the responsibility of the Contractor to ascertain conditions of flow in pipelines, ditches or channels where construction operations might interfere with such flow and cooperate with all owners involved in maintaining channel flow.

Prior to commencement of construction within Houghton Canal, submit to the Engineer and FID a water control plan for the structure consistent with the construction documents and requirements in these Special Provisions.

The water control plan shall include a description of the measures the Contractor will take to convey the flow of water through the construction sites, at all times during construction of the project.

The water control plan shall include a description of the proposed cofferdam configuration, pipe type(s) and size(s), and a description of the means of directing water into said pipe(s) such that retained water will flow perceptibly and will not stagnate.

16-2.05A(3) Construction

Construction within the channel shall not commence until Contractor's submittal has been approved by the Engineer. The Engineer's review of the submittal shall be completed within five working days of receipt of said submittal. In the event that a submittal is rejected, the Engineer's review of any subsequent re-submittals shall each be completed within five working days of receipt of said re-submittal. The Contractor

shall not be entitled to any extension of time, nor any other compensation for delays in commencement of construction due to rejection of said submittal or re-submittals.

The Contractor may construct temporary cofferdams upstream and downstream of the site. The material to construct cofferdams shall be provided by the Contractor and shall be free from debris and deleterious materials. Cofferdams shall not be constructed until approved by the Engineer and by FID.

The top of all cofferdams shall be at an elevation no higher than one foot below the high-water mark of Houghton Canal in question in the area of construction. The Contractor shall be responsible for maintenance of all cofferdams and shall immediately repair any leaks or scour damage after occurrence, as directed by the Engineer.

All work to construct cofferdams and all work to remove cofferdam materials from the channel shall be performed in a manner such that the banks and channel bottom are not excavated or otherwise disturbed.

All material used to construct cofferdams shall be removed from the Houghton Canal when the cofferdam is no longer needed. Cofferdams shall be watered and compacted to 90% minimum relative compaction.

Upon completion of all construction in the Houghton Canal, except as otherwise shown on the plans, the Contractor shall restore the channels to their original condition. All materials used in the construction of water diversion or conveyance structures, including, but not limited to, pipes, cofferdam backfill and rock slope protection, if applicable, shall be removed and shall become the property of the Contractor and shall be disposed of by the Contractor at the Contractor's expense.

16-2.05A(4) Payment

Full compensation for conforming with the requirement of this section shall be considered to be included in the bid item Job Site Water Control & Diversion, and no additional compensation will be allowed therefore.

The Contractor, at the Contractor's expense, shall be responsible for repairing any damage to the structure, falsework, or any other associated facilities which occurs due to the release of water in volumes less than or equal to the required flow conveyance.

The Contractor shall not be entitled to any additional compensation for conforming with any limitations or restrictions imposed by any agency or organization on construction techniques allowed within or adjacent to Houghton Canal.

DIVISION III EARTHWORK AND LANDSCAPPE

17 GENERAL

Add to section 17-2.01:

In addition, the following existing facilities, as described below and as shown on the plans, shall be removed and disposed or salvaged by the Contractor:

1. Remove existing driveways and approaches.
2. Remove and salvage existing mailboxes.
3. Remove and dispose of existing signs, markers, traffic paddles, and guardrails.
4. Remove any additional items encountered by the Contractor that are associated with the completion of this project as determined necessary by the County.
5. Remove all excess construction materials and equipment at the end of the project

Replace the 1st sentence in the 2nd paragraph in section 17-2.03B with:

Cut tree branches that extend over the roadway and hang within 20 feet of finished grade as directed by the engineer.

Add to end of 17-2.03C:

Tree removal was performed in a previous contract. Any remaining tree stumps, roots, or associated growth shall be considered to be included in the bid item for "clearing and grubbing".

If the original grading plane is lower than the finish grade, completely remove trees, stumps, and roots at least 2 feet below the original grade.

If the finish grading plane is lower than the original grade, completely remove trees, stumps, and roots at least 2 feet below the finish grade.

Replace section 17-2.04 with:

The payment quantity for Clearing and Grubbing bid item is paid for by lump sum. The contract price paid for Clearing and Grubbing shall include full compensation for furnishing all labor, materials, tools, equipment, disposal, and incidentals, and doing all the work involved in clearing and grubbing, complete in place.

19 EARTHWORK

Add to section 19-2.01A:

Included in the work shall be all associated sawcutting of pavement and grading areas to drain, and the scarification and recompacting to 95% relative compaction of the top 6 inches of the subgrade.

Add to section 19-2.03B:

Dispose of surplus material. Ensure enough material is available to complete the roadway before disposing of it. Disposal of surplus material by the Contractor shall be paid as part of this item.

Add to section 19-2.04B:

The payment quantity for Roadway Excavation bid item is paid for by lump sum. The contract price paid for Roadway Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all the work involved in roadway excavation, hauling, and disposal, complete in place, as shown on the plans and as specified in the 2023 Standard Specifications and these Special Provisions and as directed by the Engineer.

Add to section 19-5.03A:

Relative compaction shall mean the ratio of the field dry density to the laboratory maximum dry density expressed as a percentage.

Replace the first paragraph of Section 19-5.03B with:

Compact earthwork to a relative compaction of at least 95 percent for at least a depth of:

1. 0.5 foot below the grading plane for the width between the outer edges of shoulders on excavation and embankments smaller than 2.5 feet above original grade.
2. 2.5 feet below the finished grade for the width of the traveled way plus 3 feet on either side (6 feet wider) on embankments.

Add to section 19-6.03B:

The estimated subsidence under the approach embankment at the abutments is expected to be on the order of 1 ½ to 2 inches, which should be considered for the additional quantity and cost of the embankment and import borrow.

Add to section 19-6.03D

It is recommended that the approach fill be constructed prior to the foundation installation. However, a settlement waiting period is not required.

Add to section 19-6.04

Refer to the Standard Specifications and SSP for details based on the estimated settlement discussed in Section of 11.5 of the Foundation Report.

Add to section 19-7.02A

Obtaining imported borrow includes the following:

1. Clearing and grubbing material site.
2. Selecting material within the source.
3. Screening and wasting from 30 to 50 percent of the finer material.
4. Washing materials so that the imported borrow complies with the sand equivalent requirements.

Add to section 19-7.02C

Imported borrow placed within 4 feet of the finished grade must have an R-value of at least 15.

Replace section 19-7.04C with:

Borrow Material shall be measured by the cubic yard. Quantities of borrow material will be computed by means of average end areas and distances between these areas, except at provided in the following paragraph:

When due to changed conditions of the nature of a particular operation or for any other reason, it is impossible or impractical to measure quantities of borrow material by means of average areas, the Engineer will compute the quantities of material excavated by a method which in their opinion is best suited to obtain an accurate determination.

The contract price paid per cubic yard for Borrow Material (import) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in performing borrow material loading, hauling, depositing, spreading and compacting the material complete in place, preparing subgrade at the grading plane, and scarifying and compacting the top 6" of subgrade as shown on the plans and as specified in the 2023 Standard Specifications and these Special Provisions and as directed by the Engineer.

Add to the list in the first paragraph of Section 19-9.02:

1. Import Borrow
2. Native Soil

Add after the 5th paragraph of Section 19-9.02:

When native soil or import borrow is used, material shall be readily compactable, shall not contain deleterious materials, shall pass 100% through a 2-inch sieve, 20% to 40% passing the #200 sieve, a Plasticity Index less than 10, and shall provide a stable surface and uniform appearance as determined by the engineer.

20 LANDSCAPE

Replace Section 20-1.02B with:

20-1.02B Water

Make arrangements for supplying water. Water must be of a quality that promotes plant growth.

Add to section 20-2.10B:

20-2.10B(13) Irrigation 'Alfalfa' Valves

Existing irrigation 'alfalfa' valves will be salvaged and relocated as shown on the plans and as directed by the Engineer.

Add to section 20-2.10C(1):

4. Irrigation 'alfalfa' valves

Replace section 20-2.10D with:

Payment quantity for Relocate Irrigation 'Alfalfa' Valve bid item is paid for by each. The contract price paid for Relocate Irrigation 'Alfalfa' Valve shall include compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in salvaging and relocating each valve, complete in place, as shown on the plans, and as specified in 2023 Standard Specifications and these Special Provisions, and as directed by the Engineer.

21 EROSION CONTROL

Add to the end of section 21-2.01C(1):

Develop and submit native seed mix for approval to the Engineer prior to ordering seed from seed supplier. Allow 7 days for Department to review.

Add to beginning of section 21-2.01C(3):

All reseeding of disturbed soil areas and newly constructed slopes will use an appropriate native seed mix of at least three locally common native herbaceous species, or as directed by CDFW. Native seed mix is to be developed by the contractor and approved by the Engineer and CDFW as applicable.

Only certified noxious weed-free erosion control materials will be used by the Contractor. All straw and seed material must be certified as weed-free prior to being used within the Project Area.

Replace section 21-2.04:

Areas disturbed by your construction activities that are outside and beyond the areas shown on the Plans to receive hydroseed must also be hydroseeded. The price paid for Permanent Hydroseed is considered to cover the costs for hydroseeding all areas disturbed by your construction activities, including areas outside and beyond the areas shown on the Plans to receive hydroseed, and no additional compensation will be allowed therefore.

Full compensation for all work pertaining to and conforming with the requirement of this section and Permanent Erosion Control Establishment Work shall be considered to be included in the bid item Hydroseed, and no additional compensation will be allowed therefor.

The payment quantity for Hydroseeding is measured by the square foot. The contract price paid for Hydroseeding shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in hydroseeding, complete and in place, as shown on the

plans and as specified in the 2023 Standard Specifications and these Special Provisions and as directed by the Engineer.

Replace section 21-3 with:

21-3 PERMANENT EROSION CONTROL ESTABLISHMENT WORK

21-3.01 GENERAL

21-3.01A Summary

Section 21-3 includes specifications for performing permanent erosion control establishment work.

Permanent erosion control establishment work consists of bi-weekly inspections of the project site for deficiencies in erosion control features.

The permanent erosion control establishment period starts after permanent erosion control work has been completed.

The Engineer notifies you when the permanent erosion control establishment period starts and furnishes weekly statements regarding the number of working days credited to the permanent erosion control establishment period after the notification.

At the start of the permanent erosion control establishment period, you may request relief from maintenance and protection for work items that are not associated with water pollution control and permanent erosion control establishment work.

Working days on which no work is required during the permanent erosion control establishment period are credited as permanent erosion control establishment working days, regardless of whether or not you performed permanent erosion control establishment work.

Working days on which you fail to adequately perform permanent erosion control establishment work as required are not credited as permanent erosion control establishment working days.

Working days that occur after you fail to meet a due date for a Permanent Erosion Control Establishment (PECE) Report submittal will not be credited as permanent erosion control establishment working days.

21-3.01B Definitions

Not Used

21-3.01C Submittals

Submit a Permanent Erosion Control Establishment (PECE) Report form as an informational submittal within 24 hours of completing a bi-weekly inspection and within 24 hours of each qualifying rain event. The WPC manager is responsible for the preparation and submittal of the PECE report. The report must identify any deficiencies that require repair, adjustment, or reapplication of materials, including:

1. Slides
2. Slipouts
3. Surface erosion
4. Damage to:
   - 4.1. Erosion control devices
   - 4.2. Water pollution control devices
5. Poor seed germination
6. Poor plant growth
7. Dead or damaged erosion control plant material
8. Misaligned features

9. Required repair work

21-3.01D Quality Assurance
Perform a final inspection of the permanent erosion control establishment work in the presence of the Engineer 20 to 30 days before the anticipated contract acceptance date provided by the Engineer.

21-3.02 MATERIALS
Not Used

21-3.03 CONSTRUCTION
Perform work ordered from the PECE report. This work is change order work.

21-3.04 PAYMENT
Payment for bi-weekly inspection and preparation of PECE Report is included in the payment for PERMANENT EROSION CONTROL ESTABLISHMENT INSPECTION to be paid by inspection month. Department determines the cost for work ordered from the PECE Report under section 9-1.04.

The Department withholds payment until PECE Reports are submitted.

22 FINISHING ROADWAY

Replace section 22-1.04 with:
Payment quantity for Finishing roadway bid item is paid for by lump sum. The contract price paid for Finishing shall include compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in finishing the roadway, complete in place, as shown on the plans, and as specified in 2023 Standard Specifications and these Special Provisions, and as directed by the Engineer.

DIVISION IV SUBBASE AND BASE

24 STABILIZED SOILS

Replace the word "Department's" with "Caltrans" in the 1st paragraph of Section 24-1.01C(1).

Delete the 4th paragraph of Section 24-1.01C(1).

26 AGGREGATE BASES

Add to section 26-1.02A
Aggregate base shall be Class 2, ¾" maximum gradation.

Add to section 26-1.02B:
In addition to the aggregate base qualities in the 2023 Standard Specifications, aggregate base shall also conform to the quality requirements as follows:

Table 1: Angularity Requirements for Aggregate Base

SPECIFICATION	CALIFORNIA TEST	REQUIREMENT
Percentage crushed particles (%, min.) [1]		
One fractured face	205	75
Two fractured faces		50

[1] Applies to material retained on No. 4 sieve only

Replace section 26-1.04 with:

Payment quantity for Aggregate base – Class 2 bid item shall be measured by the cubic yard. The contract price paid for aggregate base – Class 2 shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all the work involved in placement, constructing and compacting aggregate base, complete in place, as shown on the plans, as specified in the 2023 Standard Specifications and the Special Provisions, and as directed by the Engineer.

27 CEMENT TREATED BASES

Replace the table in Section 27-1.01D(3) with:

Quality characteristic	Test method
Aggregate gradation	California Test 202 modified
Sand equivalent	California Test 217
R-value[a]	California Test 301
Optimum moisture content	California Test 312
Moisture content	California Test 226
Relative compaction	California Test 312 or 231
Compressive strength[b]	California Test 312

28 CONCRETE BASES

Add to the beginning of Section 28-1.01D(1):

Testing laboratories and testing equipment must comply with the Caltrans Independent Assurance Program.

Sample the base under California Test 125.

30 RECLAIMED PAVEMENT

Replace the word "Department's" with "Caltrans" in the 2nd paragraph of Section 30-1.01D(4)(b).

Add to the end of section 30-4.02A:

Unconfined compressive strength testing and test results will be handled during preconstruction meeting.

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

The residue from grinding or cold planing contains lead from paint and thermoplastic. 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.

36-4.04 PAYMENT

Not Used

37 SEAL COATS

Replace the word "Department's" with "Caltrans" where it appears in the 1st paragraph of Section 37-1.01D(1).

Replace Item 1 in the list of Section 37-2.01A(3) with:

1. Samples for:
   - 1.1. Asphaltic emulsion chip seal, six 1-quart wide mouth plastic containers with screw top lid of asphaltic emulsion
   - 1.2. Polymer modified asphaltic emulsion chip seal, six 1-quart wide mouth plastic containers with screw top lid of polymer modified asphaltic emulsion
   - 1.3. Asphalt rubber binder chip seal, two 1-quart cans of base asphalt binder
   - 1.4. Asphalt rubber binder chip seal, five 1-quart cans of asphalt rubber binder

Replace Section 37-2.01A(4)(b)(ii) with:

37-2.01A(4)(b)(ii) Aggregate

All tests must be performed on uncoated aggregate except for film stripping which must be performed on precoated aggregate.

For aggregate, the authorized laboratory must perform sampling and testing at the specified frequency and location for the following quality characteristics:

Aggregate Quality Control Requirements

Quality characteristic	Test method	Minimum sampling and testing frequency	Location of sampling
Los Angeles Rattler loss (max, %) At 100 revolutions At 500 revolutions	California Test 211	1st day of production	See California Test 125
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	1st day of production	See California Test 125
Flat and elongated particles (max by weight at 3:1, %)	ASTM D4791	1st day of production	See California Test 125
Film stripping (max, %)	California Test 302	1st day of production	See California Test 125
Durability (min)	California Test 229	1st day of production	See California Test 125
Gradation (% passing)	California Test 202	2 per day	See California Test 125
Cleanness value (min)	California Test 227	2 per day	See California Test 125

Replace the 9th paragraph of Section 37-2.01A(4)(c) with:

If test results for the aggregate gradation do not comply with specifications, you may remove the chip seal represented by these tests or request that it remain in place with a payment deduction. The deduction is $1.75 per ton for the aggregate represented by the test results.

Replace the 3rd paragraph of Section 37-2.01B(3)(a) with:

The authorized laboratory must conduct the Vialit test using the proposed asphaltic emulsion or asphalt binder and aggregate for compliance with the requirements shown in the following table:

Add to the end of section 37-2.01C(3):

Vegetation removal within the pavement and heavy soil removal is change order work.

Replace the 1st paragraph of Section 37-2.01C(4)(d)(iii) with:

Sweeping must be performed after the chip seal has set and there is no damage or dislodging of aggregate from the chip seal surface. In addition to previous sweeping, perform final sweeping immediately before opening any lane to public traffic, not controlled with pilot cars.

Replace the word "Department" with "Caltrans" in the 1st paragraph of Section 37-2.01B(3)(b).

Replace the 2nd paragraph of Section 37-2.03B(2) with:

A polymer modified asphaltic emulsion must be either Grade PMCRS-2 or PMCRS-2h.

Add to the end of section 37-2.03B(3):

Aggregate for a polymer modified asphaltic emulsion chip seal must comply with the 3/8" gradation.

Replace item 1 in the list in the 1st paragraph of Section 37-3.01A(3) with:

1. Samples for:
   1.1. Asphaltic emulsion slurry seal, six 1-quart samples of asphaltic emulsion
   1.2. Polymer modified asphaltic emulsion slurry seal, six 1-quart samples of polymer modified asphaltic emulsion
   1.3. Micro-surfacing, two 1-quart samples of micro-surfacing emulsion

Add to section 37-3.01B(2):

Aggregate for slurry seal must be Type II.

Add to the end of section 37-3.01C(4):

Vegetation removal within the pavement and heavy soil removal is change order work.

Replace Section 37-3.02A(3) with:

37-3.02A(3) Submittals

Immediately after sampling, submit six 1-quart wide mouth plastic containers of asphaltic emulsion or polymer modified asphaltic emulsion taken in the presence of the Engineer. Samples must be submitted in insulated shipping containers.

Replace Section 37-3.02A(4)(b)(i) with:

37-3.02A(4)(b)(i) General

Take samples of asphaltic emulsion and polymer modified asphaltic emulsion from the tank truck at mid load or from a sampling tap or thief. Before taking samples, draw and dispose of 1 gallon. In the presence of the Engineer take two 1-quart samples in wide mouth plastic containers with lined, sealed lids for acceptance testing.

Replace Section 37-3.02B(2) with:

37-3.02B(2) Asphaltic Emulsions

An asphaltic emulsion must comply with the requirements in Section 94. The asphaltic emulsion must be Grade CQS1h.Reserved

Replace the 1st paragraph of Section 37-3.02B(3) with:

Replace item 1 in the list in Section 37-4.01A(3) with:

1. Four 1-quart samples of asphaltic emulsion that is uncut from the plant.

Add to Section 37-4.02A(1):

Use either CQS-1H or CSS-1H asphaltic emulsion for flush coat.

Replace Section 37-4.02A(3) with:

37-4.02A(3) Submittals

Immediately after sampling, submit four 1-quart plastic container of asphaltic emulsion taken in the presence of the Engineer. Samples must be submitted in insulated shipping container.

Replace 1st paragraph of Section 37-4.02A(4)(b)(ii) with:

Take two 1-quart samples from the plant that are uncut for Department acceptance testing.

Replace Section 37-4.03C(1) with:

Do not track asphaltic emulsion on existing pavement surfaces.

Apply sand immediately after applying asphaltic emulsions.

The sand moisture content is not more than the sand SSD (Saturated Surface Dry) plus one percent.

No tires are allowed on asphaltic emulsions (fog seal coat) before sand aggregate has been placed.

Spread sand aggregate with the chipping machine (self-propelled aggregate spreaders) as described in Section 37-2.01C(2) that spreads sand at a uniform rate over the full width of a traffic lane in a single application. Spread sand at a rate from 2 to 6 lb/sq yd. You determine the application rates for sand and the Engineer authorizes the application rate.

Replace the last paragraph of Section 37-5.01C with:

37-5.01C Submittals

Immediately after sampling, submit two 1-quart plastic containers of parking area seal taken in the presence of the Engineer. Samples must be submitted in insulated shipping containers.

Add to Section 37-6.02B:

Crack treatment material must be Type 2 for INLAND VALLEY and Type 5 for LOW and HIGH MOUNTAIN pavement regions.

Crack treatment must be **hot**-applied.

Delete the 3rd paragraph of Section 37-6.03

Add to Section 37-6.03:

Fill the crack overband not more than 3 inches wide.

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(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 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)[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

Add to the end of Section 39-3.04C(3):

Use cold planed material for shoulder backing. Refer to Shoulder Backing section for further information.

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.

46 GROUND ANCHORS AND SOIL NAILS

Replace the 1st sentence of the 1st paragraph of Section 46-1.01C(2)(a) with:

Submit shop drawings and supporting calculations electronically to the Engineer.

47 EARTH RETAINING SYSTEMS

Replace the 1st sentence of the 1st paragraph of Section 47-6.01C(2) with:

Submit shop drawings and supporting calculations for the alternative system electronically to the Engineer.

DIVISION VI STRUCTURES

48 TEMPORARY STRUCTURES

Add to section 48-2.01A

Falsework must comply with all PLAC requirements established for the project.

Add to the list in the 4th paragraph of section 48-2.01C(2):

15. Details of walkways, handrails, and overhangs.

Add to section 48-2.02B(1):

Design falsework to the latest edition of the State of California Department of Transportation Falsework Manual.

Provide positive restraint against rotation at beam supports per AISC specifications at all steel falsework stringer beams.

Walkways, handrailing, and overhangs are considered "Falsework," and must be designed and detailed.

Replace the 5th paragraph of section 48-2.03C with:

Use camber strips to provide the camber shown and to compensate for falsework deflection and settlement, vertical alignment, and anticipated structure deflection. You are responsible for calculating camber strips, including camber, falsework deflection and settlement, vertical alignment, and anticipated structure deflection. Submit camber strip calculations for review and allow 15 days for the Department's review.

49 PILING

Replace the 2nd sentence of the 1st paragraph of Section 49-1.01C(2) with:

Submit the test boring report and log of test borings electronically to the Engineer.

Replace the 2nd paragraph of Section 49-1.01C(2) with:

If corrections to the submittal are required, submit the corrected test boring report and the log of test borings electronically to the Engineer.

Add to section 49-1.03:

Expect difficult pile installation due to the conditions shown in the following table:

Pile location		Conditions
Bridge no.	Support location	
42C-0695	All	Water may be expected during pile installation. The pile construction is expected to encounter sand and low plasticity silt that might be prone to caving in.

Replace the "shop welding" and "field welding" definitions in Section 49-2.02A(2) with:

shop welding: Welding performed at a plant on the Caltrans Authorized Facility Audit List.

field welding: Welding not performed at a plant on the Caltrans Authorized Facility Audit List.

Replace the word "Department's" with "Caltrans" in the 1st paragraph of section 49-2.02A(3)(d).

Replace the word "Department's" with "Caltrans"" in Section 49-2.02A(4)(b)(ii).

Replace the word "Department's" with "Caltrans" in the 6th paragraph of Section 49-2.02B(1)(a).

Replace the word "Department" with "Caltrans" in the 2nd paragraph of Section 49-2.02B(1)(d).

Replace the word "Department" with "Caltrans" in item 2 in the list in the 1st paragraph of Section 49-3.02A(3)(g).

Add to section 49-3.02A(3):

49-3.02A(3)(l) Experience Qualifications

At least 15 days before the start of CIDH concrete pile construction, submit as an informational submittal the following experience qualifications in compliance with section 49-3.02A(4)(f):

1. List of CIDH concrete pile installations performed by the drilling contractor. The submittal must include:
   - 1.1. Project description
   - 1.2. Name and phone number of the owner
   - 1.3. CIDH pile plans
   - 1.4. Log of test borings
   - 1.5. Estimated dates of major CIDH pile installation activities
   - 1.6. CIDH pile acceptance testing reports
2. List of on-site foremen and drill rig operators who will perform the CIDH concrete pile work and a summary of each individual's experience. The submittal must include:
   - 2.1. Detailed summary of each individual's experience in CIDH pile excavation operations and placement of assembled reinforcing cages and concrete.
   - 2.2. Experience from at least 3 relevant projects, including:
     - 2.2.1. Project Description

2.2.2. Date of work
2.2.3. Actual work performed
2.2.4. Name and phone number of a reference person for each project

2.3. Proof of on-site foremen and drill rig operators experience qualifications

Add to section 49-3.02A(4):

49-3.02A(4)(f) Experience Qualifications

The drilling contractor must have successfully constructed at least 3 separate foundation projects in the last 5 years. The foundation projects must:

1. Have CIDH piles of similar or larger diameter and depth, and installed under similar substructure conditions to this contract
2. Demonstrate experience with drilling fluids and successful construction of CIDH piles under the wet conditions

Each on-site foremen and drill rig operator must have 2 years of experience installing CIDH concrete piles on at least 3 projects. The CIDH pile foundations must be of similar or larger diameter and depth and installed under similar subsurface conditions to this contract.

On-site foremen experience must be supervising construction of CIDH concrete pile foundations. Indirect supervision of on-site CIDH concrete pile construction operations is not acceptable.

Drill rig operator experience must be in construction of CIDH concrete pile foundations.

Add to section 49-3.02B(6)(c):

The synthetic slurry must be one of the materials shown in the following table:

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac	CETCO 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386
BIG FOOT	MATRIX CONSTRUCTION PRODUCTS 50 S MAIN ST STE 200 NAPERVILLE IL 60540 (877) 591-3137
POLY-BORE	BAROID INDUSTRIAL DRILLING PRODUCTS 3000 N SAM HOUSTON PKWY EAST HOUSTON TX 77032 (877) 379-7412

Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

Synthetic slurries must comply with the Department's requirements for synthetic slurries to be included in the above table. The requirements are available from:

Offices of Structure Design
P.O. Box 168041
MS# 9-4/11G
Sacramento, CA 95816-8041

SlurryPro CDP synthetic slurry must comply with the requirements shown in the following table:

SlurryPro CDP

Quality characteristic	Test method	Requirement
Density During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 4	 ≤ 67.0[a] ≤ 64.0[a]
Viscosity During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	 50–120 ≤ 70
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	 ≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Super Mud synthetic slurry must comply with the requirements shown in the following table:

Super Mud

Quality characteristic	Test method	Requirement
Density During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 4	 ≤ 64.0[a] ≤ 64.0[a]
Viscosity During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	 32–60 ≤ 60
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	 ≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Shore Pac synthetic slurry must comply with the requirements shown in the following table:

Shore Pac

Quality characteristic	Test method	Requirement
Density During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 4	 ≤ 64.0[a] ≤ 64.0[a]
Viscosity During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	 33–132 ≤ 118
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	 ≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Terragel or Novagel Polymer synthetic slurry must comply with the requirements shown in the following table:

Terragel or Novagel Polymer

Quality characteristic	Test method	Requirement
Density During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 4	 ≤ 67.0[a] ≤ 64.0[a]
Viscosity During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	 45–104 ≤ 104
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

BIG-FOOT synthetic slurry must comply with the requirements shown in the following table:

BIG-FOOT

Quality characteristic	Test method	Requirement
Density During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 4	 ≤ 64.0[a] ≤ 64.0[a]
Viscosity During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	 30–125 55-114
pH	Glass electrode pH meter or pH paper	8.5–10.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.
[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

POLY-BORE synthetic slurry must comply with the requirements shown in the following table:

POLY-BORE

Quality characteristic	Test method	Requirement
Density During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 4	 62.8-65.8[a] 62.8-64.0[a]
Viscosity During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	 50–80 50-80
pH	Glass electrode pH meter or pH paper	7.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	 ≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

[a]If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Replace the word "Department's" with "Caltrans" in item 6 of the 4th paragraph of Section 49-3.02C(5).

Replace the 1st paragraph of section 49-3.02C(7) with:

Section 49-3.02C(7) applies to CIDH concrete piles if an optional construction joint is shown and you choose to construct the optional construction joint.

Replace the 5th item in the second paragraph of section 49-3.02C(7) with:

5. Be installed by oscillators, rotators, or by placing in a drilled hole. Casings placed in a drilled hole must comply with section 49-3.02C(6).

50 PRESTRESSING CONCRETE

Replace the 1st paragraph of Section 50-1.01C(3) with:

Submit shop drawings for the proposed prestressing system electronically to the Engineer.

Replace the 2nd paragraph of section 50-1.01C(3) with:

For initial review, submit:

1. 8 copies for railroad bridges unless the project includes a BNSF Railway underpass
2. 10 copies for railroad bridges if the project includes a BNSF Railway underpass
3. 6 copies for structures other than railroad bridges

51 CONCRETE STRUCTURES

Add to first numbered list in section 51-1.01A Summary:

10. Irrigation Turnout
11. Irrigation Box

Add to second numbered list in section 51-1.01A:

9. Irrigation Turnout
10. Irrigation Box

Replace section 51-7.04 with:

The payment quantity Irrigation Turnout shall be measured by each. The contract price paid for Irrigation Turnout shall include full compensation for furnishing all labor, materials, tools, fittings, equipment, and incidentals, and doing all the work involved in installation of the irrigation turn out, complete in place, including plugging of existing pipes and/or connecting existing and/or new pipes to the turnout, setting the turnout cover and frame to finish grade as shown on the plans, installing all valves, gates, and other appurtenances as shown on the plans, installing concrete lining and rock slope protection as shown on the plans, excavation, backfill, and compaction, as shown on the plans, as specified in the 2023 Standard Specifications and the Special Provisions, and as directed by the Engineer.

The payment quantity Irrigation Box shall be measured by each. The contract price paid for Irrigation Box shall include full compensation for furnishing all labor, materials, tools, fittings, equipment, and incidentals, and doing all the work involved in installation of the irrigation box, complete in place, including plugging of existing pipes and/or connecting existing and/or new pipes to the box, setting the box cover and frame to finish grade as shown on the plans, installing all vents, and other appurtenances as shown on the plans, excavation, backfill, and compaction, as shown on the plans, as specified in the 2023 Standard Specifications and the Special Provisions, and as directed by the Engineer.

Add to section 51-1.01C:

Calculate and set elevation control points to construct concrete structures to the lines and grades shown. Submit elevation control points and allow 5 days for the Department's review.

Add to section 51-1.01C(1):

If the methacrylate crack treatment is applied to a bridge deck within 100 feet of a residence, business, or public space, submit a public safety plan. Include with the submittal:

1. Copy of public notification letter with a list of delivery addresses and posting locations. The letter must describe the work to be performed and state the treatment work locations, dates, and times. Deliver copies of the letter to residences and businesses within 100 feet of the treatment work and to local fire and police officials, at least 7 days before starting treatment activities. Post a copy of the letter at the job site.
2. Airborne emissions monitoring plan. Plan must include monitoring point locations. A CIH certified in comprehensive practice by the American Board of Industrial Hygiene must prepare and execute the plan.
3. Action plan for protecting the public if levels of airborne emissions exceed permissible levels.
4. Copy of the CIH's certification.

After completing methacrylate crack treatment activities, submit results from monitoring production airborne emissions as an informational submittal.

Replace the 2nd paragraph of section 51-1.01C(1) with:

Submit a deck placement plan for concrete bridge decks. Include in the placement plan your method and equipment for ensuring that the concrete bridge deck is kept damp by misting immediately after finishing the concrete surface.

Replace section 51-1.01D(1) with:

51-1.01D(1) General

The job site must have at least 4 airborne emissions monitoring points, including the mixing point, application point, and point of nearest public contact. Monitor airborne emissions during methacrylate crack treatment activities.

Replace the 1st paragraph in section 51-1.01D(3)(b)(i) with:

Test concrete surfaces for smoothness and coefficient of friction. Perform tests in the presence of the Engineer. The Engineer tests concrete surfaces crack intensity.

Replace the 1st sentence of the 1st paragraph in section 51-1.01D(3)(b)(ii) with:

Test the surface smoothness of the following:

Delete the 2nd paragraph of section 51-1-.01D(3)(b)(ii).

Replace the 4th paragraph of section 51-1.01D(3)(b)(ii) with:

Except for POCs, test surface smoothness using:

1. Bridge profilograph under California Test 547. Obtain two profiles in each lane approximately 3 feet from the lane lines and obtain one profile in each shoulder approximately 3 feet from the curb or rail face. Take profiles parallel to the direction of traffic.
2. 12-foot-long straightedge placed transversely to traffic.

Replace the 1st paragraph in section 51-1.01D(3)(b)(iii) with:

After deck surfaces have been textured, test the coefficient of friction of the concrete surfaces under California Test 342.

Replace the 2nd paragraph of section 51-1.03F(5)(a) with:

Calculate and set deck elevation control points to establish the grade and cross-section of the concrete deck surface shown. Deck elevation control points must include all camber allowances and anticipated falsework deflection and settlement. Deck elevation control points must be spaced no further than 8 feet longitudinally and 24 feet transversely to the bridge centerline. Submit deck elevation control points and allow 15 days for the Department's review.

Replace the 1st paragraph of Section 51-2.02D(1)(c)(ii) with:

Submit shop drawings for each alternative joint seal assembly electronically to the Engineer.

Replace the 3rd paragraph of Section 51-2.02D(1)(c)(ii) with:

If requested, submit supplemental calculations for each proposed alternative joint seal assembly electronically to the Engineer.

Replace the 1st paragraph of Section 51-2.02E(1)(c)(ii) with:

Submit shop drawings for each joint seal assembly electronically to the Engineer.

Replace the 2nd paragraph of Section 51-2.02E(1)(c)(ii) with:

If requested, submit supplemental calculations for each proposed modular joint seal assembly electronically to the Engineer.

Replace the 1st paragraph of Section 51-2.02F(1)(c)(ii) with:

Submit shop drawings for the asphaltic plug joint seal system electronically to the Engineer.

Replace the 1st paragraph of Section 51-3.03A(3)(b) with:

Submit shop drawings electronically to the Engineer.

Replace the 1st sentence of the 1st paragraph in section 51-4.01C(2)(a) with:

Submit shop drawings for PC concrete members electronically to the Engineer.

Replace the 3rd paragraph in section 51-4.02C with:

Grout for keyways must have a cementitious material content of 590 lb/cu yd and a 3/8 inch maximum grading. Penetration of the grout must be near the lower limit of the specified nominal penetration.

55 STEEL STRUCTURES

Replace the 1st sentence of the 1st paragraph of Section 55-1.01C(2) with:

Submit shop drawings for steel structures electronically to the Engineer.

58 SOUND WALLS

Replace the 1st sentence of the 1st paragraph of Section 58-4.01C(2) with:

Submit project specific shop drawings electronically to the Engineer.

60 EXISTING FACILITIES

Add to section 60-2.01A:

Remove the following structures or portions of structures:

Bridge no./Structure name	Description of work
Houghton Canal Bridge	Remove existing bridge to bottom of existing footings and temporary shoring footings before construction of new proposed PC/PS Slab Bridge.

64 PLASTIC PIPE

Replace the first paragraph of section 64-2.02A with the following:

Plastic pipe must be PVC plastic irrigation pipe (P.I.P.) with smooth interior.

Add to section 64-2.02:

64-2.02G Plastic P.I.P. Pipe

Plastic PVC P.I.P. pipe must be smooth interior and smooth exterior. The minimum stiffness must be 80 psi when tested under ASTM D2241. Plastic PVC P.I.P. pipe must comply with ASTM D1785 for cell classification 12454. Joints must be bell and spigot push on that meets or exceeds ASTM D3219. Gaskets must be elastomeric and comply with ASTM F477.

Do not expose pipes to direct sunlight for more than 30 days.

Replace section 64-2.4 with the following:

Plastic pipe shall be measured by the lineal foot. The contract price paid for plastic pipe shall include full compensation for furnishing all labor, materials, tools, equipment, fittings, and incidentals, and for doing

all the work involved in installing pipe, complete in place, including excavation and backfill, installing all fittings and appurtenances, and connecting new pipe to existing and/or new facilities and/or pipes, including concrete collars and reinforcement, dissimilar pipe couplers, as shown on the plans, as specified in the 2023 Standard Specifications and the Special Provisions, and as directed by the Engineer.

DIVISION VII DRAINAGE FACILITIES

68 SUBSURFACE DRAINS

Replace the word "Department's" with "Caltrans" in the 12th paragraph of Section 68-3.03.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 SLOPE PROTECTION

Add to Section 72-1.04:

The Department will not pay for rock slope protection that is not used in the work. The Department will not pay for the disposal of surplus rock slope protection material.

Replace Section 72-2.02A with:

Refer to the plans for the Class of rock slope protection as defined in section 72-2.02B and the method for placement as described in section 72-2.03C.

Replace Section 72-2.04 with:

The payment quantity Rock Slope Protection shall be measured by the cubic yard. The contract price paid for Rock Slope Protection shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all the work involved in placement of rock slope protection, complete in place, as shown on the plans, as specified in the 2023 Standard Specifications and the Special Provisions, and as directed by the Engineer.

Replace Section 72-5.04:

The payment for Concrete Channel Lining constructed with minor concrete or shotcrete is the product of (1) the area measured along the slope lines of the completed concrete slope protection and (2) the thickness shown for the concrete slope protection.

The contract price paid for Concrete Channel Lining shall include full compensation for furnishing all labor, materials (concrete, reinforcement, etc.), tools, equipment, and incidentals, and doing all work involved in placement of concrete channel lining, complete in place, per the contract documents. The Department does not pay for additional concrete placed due to over excavation.

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.

Replace paragraph 2 and 3 of section 78-21.02 with:

Existing mailbox, post, and footing shall be removed and salvaged undamaged, then reinstalled as shown on plans and per Engineer.

Replace section 78-21.04 with:

The payment quantity for Relocate Existing Mailbox shall be measured for each. The contract price paid for Relocate Existing Mailbox shall include full compensation for furnishing all labor, tools, materials, equipment, and incidentals for doing all the work involved in salvaging, resetting, and relocating mailboxes complete in place, as shown on the plans, as specified in the 2023 Standard Specifications and the Special Provisions, and as directed by the Engineer.

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.

Replace section 82-5.04 with:

Payment quantity for Markers bid item shall be measured by quantity. The contract price paid for Markers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all the work involved in furnishing and installing markers, complete in place, as shown on the plans, as specified in the 2023 Standard Specifications and the Special Provisions, and as directed by the Engineer.

83 RAILINGS AND BARRIERS

Replace the 2nd paragraph of Section 83-2.02C(1)(a) with:

Construct Midwest guardrail systems using:

1. Wood line posts.
2. Wood blocks for line posts.
3. Only 1 type of post and block for any 1 continuous length of guardrail.

Remove paragraph 2 of section 83-2.02C(1)(b).

Replace section 83-2.02D with:

Payment quantity for Guardrail System shall be measured by the lineal foot along the line of the guardrail. The contract price paid for Guardrail System shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for all the work involved in installing guardrail system complete in place, as shown on the plans, as specified in the 2023 Standard Specifications and these Special Provisions, and as directed by the Engineer.

Replace section 83-2.04C with:

83-2.04C MFLEAT Flare Terminal System

83-2.04C(1) General

Section 83-2.04B includes specifications for constructing the MFLEAT flare terminal system. The Contractor shall provide and install the MFLEAT flare terminal system as specified and no substitution of alternative flare terminal system will be allowed.

Submit a certificate of compliance for the MFLEAT flare terminal system. Said certificate shall certify that the system complies with the plans and special provisions, conform to the prequalified design and material requirements, were manufactured in accordance with the approved quality control program, and meet “Buy America” requirements.

83-2.04C(2) Materials

MFLEAT system. MFLEAT system must be an MFLEAT (8-post system) manufactured by Road Systems, Inc., and must include the connection components. The MFLEAT (8-post system) can be obtained by contacting:

Address	Telephone no.
Buffy Pollard Universal Industrial Sales, Inc. Email: bpollard@uisutah.com	(800) 785-0505

The price quoted by the distributor for the MFLEAT system is $ 2,498.61, not including sales tax as of 02/02/2021.

83-2. 04C(3) Construction

Install alternative flared terminal systems under the manufacturer's installation instructions.

Identify each terminal system by painting the type of terminal system in 2-inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5.

For MFLEAT systems, drive the steel foundation tubes with soil plates attached with or without pilot holes, or place them in drilled holes. Backfill the space around the foundation tubes with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. Coat the inside surfaces of the foundation tubes to receive wood terminal posts with grease. Insert the posts into the tubes by hand. Do not drive the posts. You may slightly round the post edges to facilitate insertion.

The MFLEAT system shall be equipped with a Type P Marker.

83-2.04C(4) Payment

The contract price is paid for each Type MFLEAT-MGS Terminal System installed and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all the work involved in furnishing and installing MFLEAT-MGS Terminal System, complete in place, as shown on the plans, as specified by the manufacturer, as specified in the 2023 Standard Specifications and the Special Provisions, and as directed by the Engineer.

Replace section 83-4 with:

83-4.01 UNIVERSAL TAU-M CRASH CUSHION (TAU-M) TL-3

83-4.01A General

83-4.01A(1) Summary

Section 83-4.01 includes specifications for constructing Type TAU-M 7-bay crash cushions. The Contractor shall provide and install the Universal TAU-M TL-3 as specified and no substitution of alternative transition end treatment crash cushions will be allowed.

83-4.01A(2) Definitions

Not Used

83-4.01A(3) Submittals

Submit a certificate of compliance for Universal TAU-M crash cushions. Said certificate shall certify that the crash cushions comply with the plans and special provisions, conform to the prequalified design and material requirements, were manufactured in accordance with the approved quality control program, and meet “Buy America” requirements.

83-4.01A(4) Quality Assurance

Not Used

83-4.01B Materials

The crash cushion shall be TAU-M TL-3 and shall include all the items shown on the plans for crash cushion, transition end treatment and all items recommended by the manufacturer including the necessary transition to provide a smooth and continuous connection to the adjacent concrete barrier.

Concrete for the foundation shall comply with Statewide drawings A040113(Foundation Specifications).

83-4.01C Construction

Install Type TAU-M crash cushions under the manufacturer’s instructions. Installation instructions can be found at the link below:

https://www.lindsay.com/uploads/files/resources/40651-Product-Installation-Manual-TAU-M.pdf

The foundation shall be reinforced concrete conforming to the manufacturer’s recommendations.

The crash cushion shall be equipped with a Type P Marker.

The crash cushion, the concrete foundation, and all related appurtenances shall be constructed and/or installed in accordance with the manufacturer's recommendations; in addition, the cartridges shall be secured with stainless steel wire rope to prevent removal.

The crash cushion transition end treatment shall be equipped with a cartridge restraint system comprised of stainless steel wire rope, eye bolts, cable clips and assorted nuts, washers, and wire rope thimbles. The wire rope shall be installed lengthwise down the center of the crash cushion system, over each cartridge, starting with the “Front Diaphragm” and ending at the last “Backstop”. An eye bolt, backup washer, and two jamb nuts shall be installed on the top of each diaphragm including the “Front Diaphragm” and “Backstop”. A ¼” stainless steel wire rope shall be secured to the “Front Diaphragm” with a wire rope thimble and three wire rope clips. It shall then be threaded through each eye bolt and secured to the “Backstop” with a wire rope thimble and three wire rope clips. The wire rope shall be pulled taught by hand before tightening wire rope clips at the “Backstop”.

83-4.01D Payment

The contract lump sum price paid for Crash Cushion (TAU-M) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing the energy absorption crash cushion end treatment complete in place, including the reinforced concrete foundation, transition, P Marker, and cable restraint system, as shown on the Plans, as specified in these special provisions, and as directed by the Engineer.

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 section 84-2.04 with:

Thermoplastic Traffic Stripes shall be measured by the lineal foot along the line of traffic stripes. Painted pavement markings shall be measured by the square foot of actual area marked. The contract price paid for Pavement Markings and Traffic Stripes shall include full compensation for furnishing all labor, tools, materials, equipment, and incidentals, and for all the work involved in painting traffic stripes and pavement markings, including establishing alignment, and layout work, complete in place, as shown on the plans, as specified in the 2023 Standard Specifications and the Special Provisions, and as directed by the Engineer.

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 may contain lead from the paint or thermoplastic. 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 exceeding the thresholds established by the Health and Safety Code and 22 CA Code of Regs
3. Is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan.

Replace the 1st paragraph of section 84-9.04 with:

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.

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 da of the Contract is authorized for entire Contract.

Replace the 1st paragraph of section 90-1.01D(5)(b) with:

If the concrete has a described 28-day compressive strength equal to or greater than 3,600 psi, or if prequalification is specified, prequalify the materials, mix proportions, mixing equipment, and procedures proposed for use in the work before placing the concrete.

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 25-03-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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DLA DISADVANTAGED BUSINESS ENTERPRISE COMMERCIALLY USEFUL FUNCTION EVALUATION

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

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

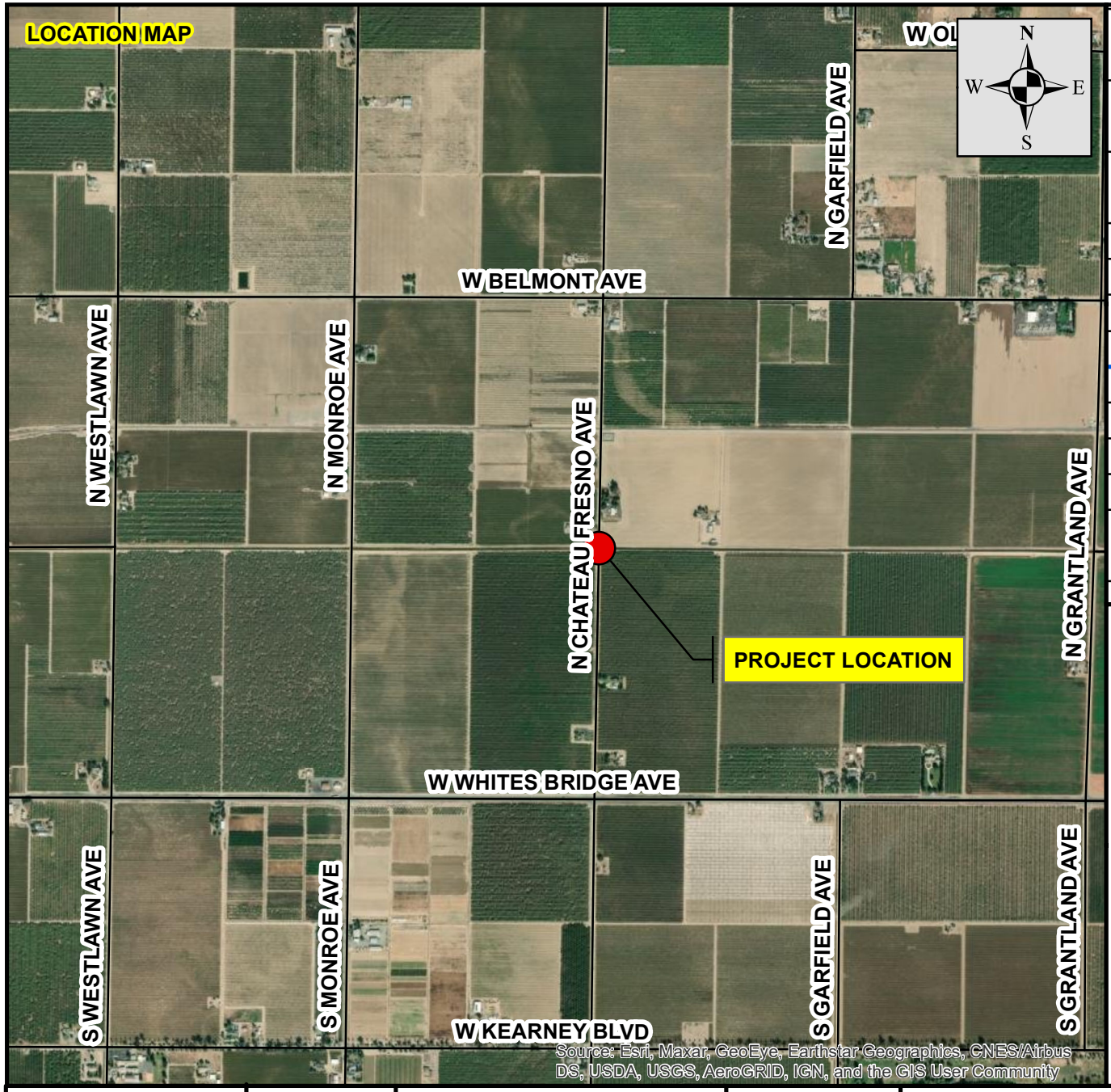
ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

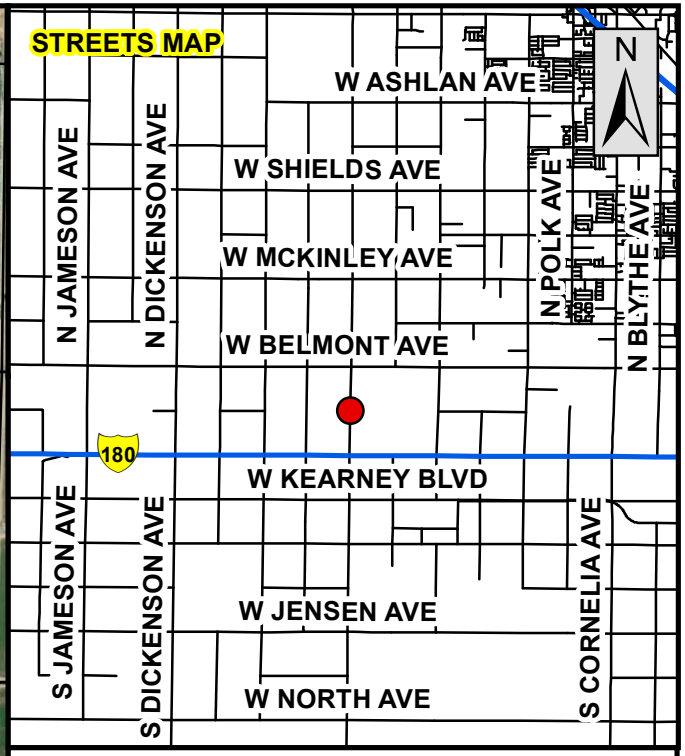
INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

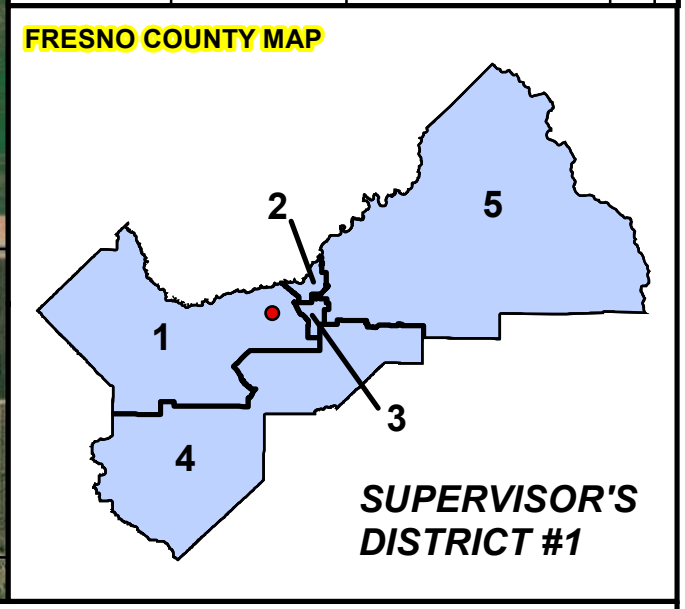
1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Completion Date - Enter the date the 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

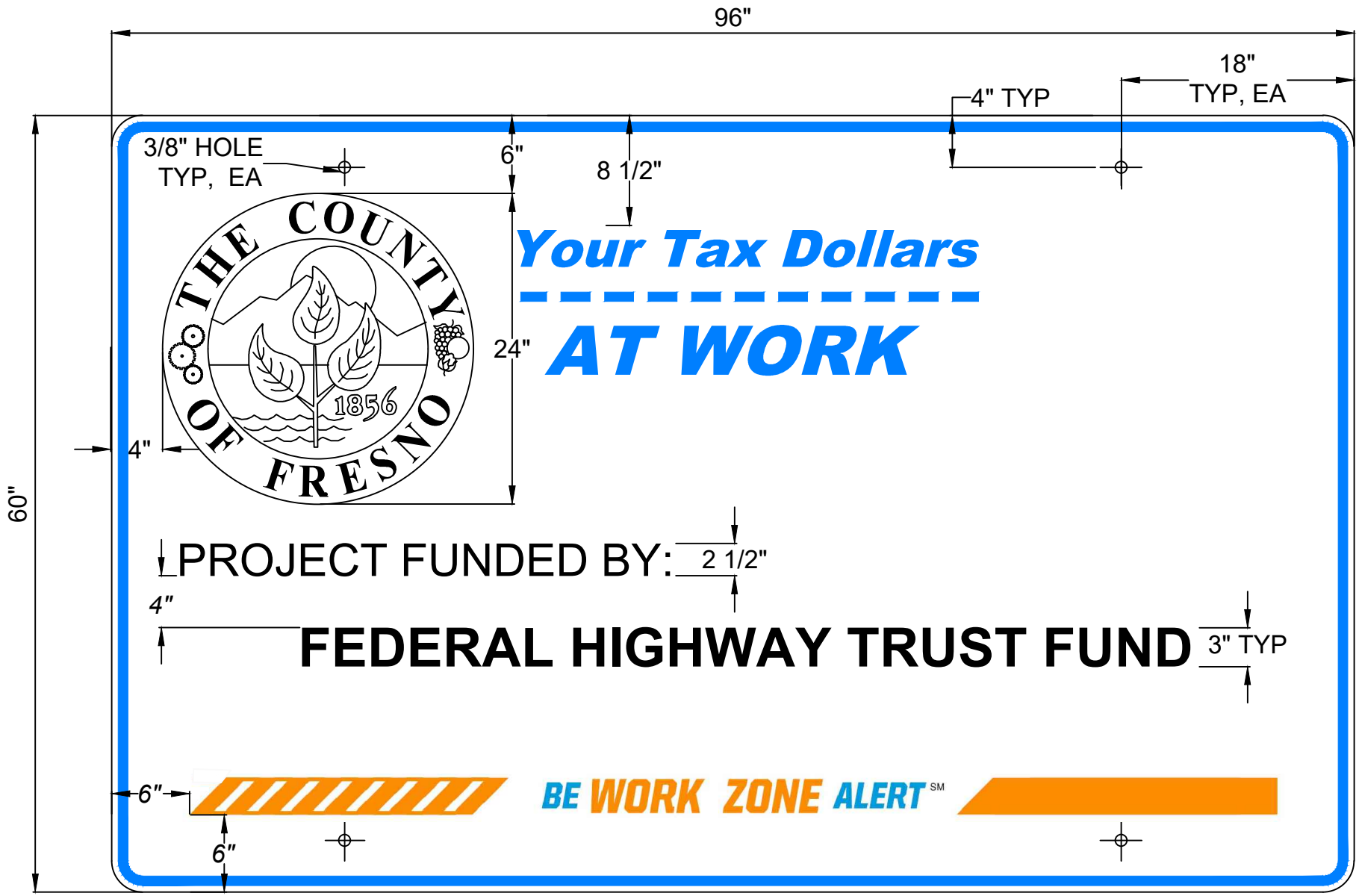
Contract Number 25-03-C







	DATE:	SCALE:		DEPARTMENT OF PUBLIC WORKS & PLANNING
DESIGNED: C.M.	01/07/2025	Miles 0 0.25 0.5	THE COUNTY OF FRESNO 1856	HOUGHTON CANAL AT N CHATEAU FRESNO AVENUE BRIDGE REPLACEMENT PROJECT CONTRACT NUMBER 25-03-C
DRAWN: C.M.	01/07/2025			
CHECKED:				

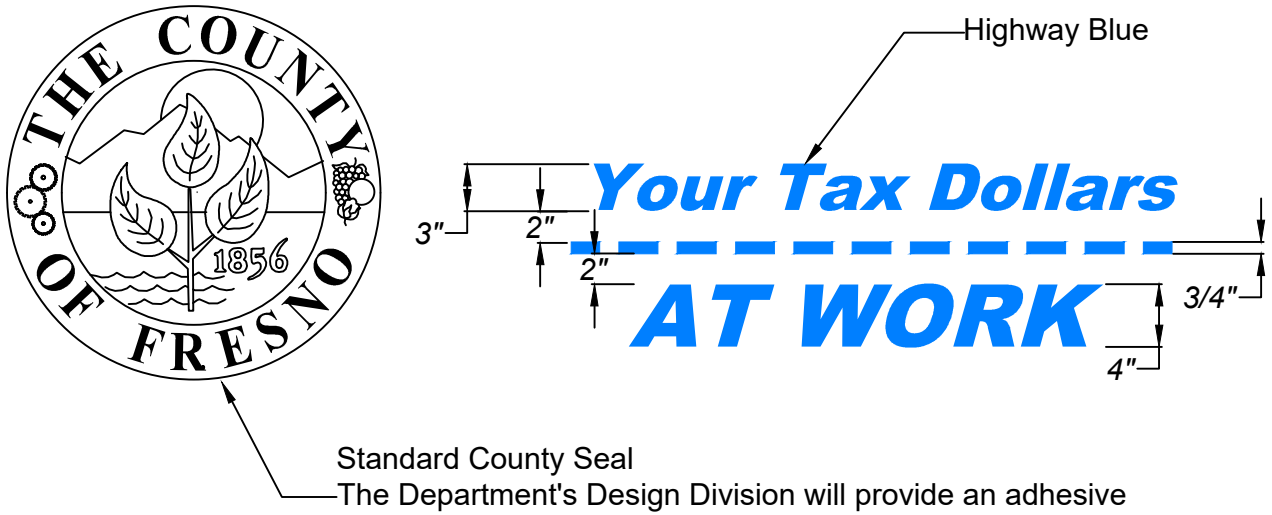


SEE DRAWING SHT. 02 FOR OTHER DETAILS

		DATE:	SCALE: NONE		DEPARTMENT OF PUBLIC WORKS AND PLANNING
DESIGNED:	J.H.		DRAWING NO. 01		CONSTRUCTION PROJECT FUNDING SIGN
DRAWN:	S.P.				
CHECKED:	N/A				

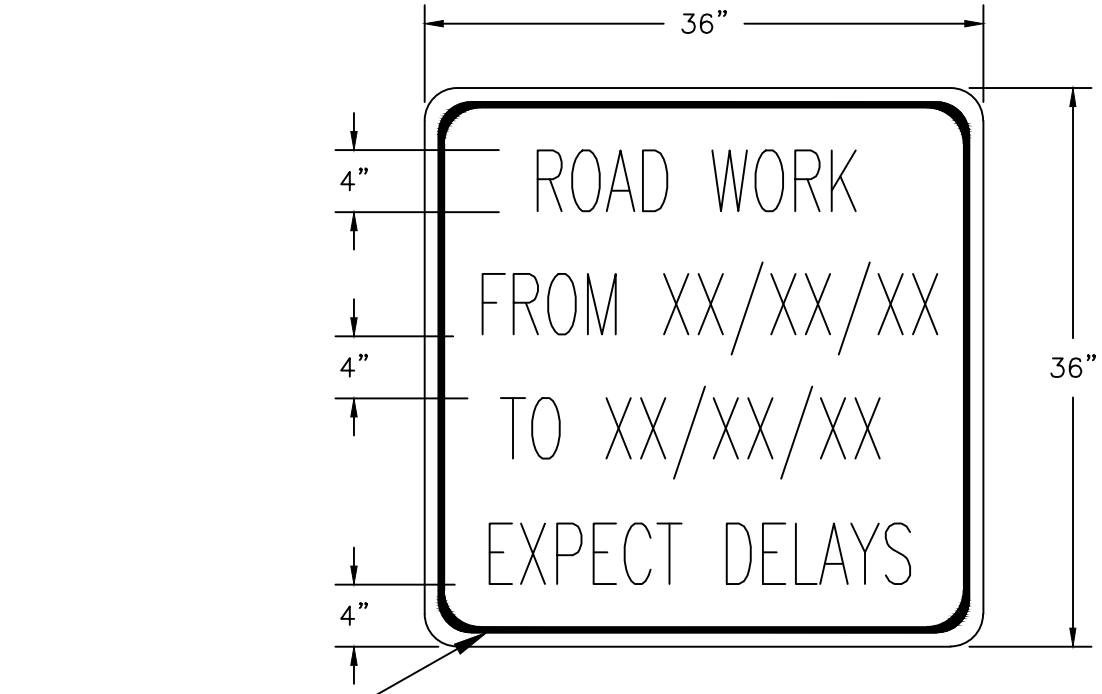
NOTES:

1. THE LEGEND OF SIGN SHALL BE BLACK ON A WHITE BACKGROUND (NON-REFLECTIVE)
2. THE BORDER OF THE SIGN SHALL BE BLUE (NON-REFLECTIVE)
3. PROJECT FUNDING SIGNS SHALL CONFORM TO SECTION 82 OF THE 2015 CALTRANS STANDARD SPECIFICATIONS
4. THE LINES INDICATING FUNDING SOURCES SHALL BE ON SEPARATE REMOVABLE PLATES WITH 1/4" HOLE AT EACH END OF PLATE FOR MOUNTING.



Standard County Seal
The Department's Design Division will provide an adhesive backed copy to be located as shown on the drawing.

		DATE:	SCALE: NONE		DEPARTMENT OF PUBLIC WORKS AND PLANNING
DESIGNED:	J.H.		DRAWING NO. 02		CONSTRUCTION PROJECT FUNDING SIGN
DRAWN:	S.P.				
CHECKED:	N/A				



1. LETTERS SHALL BE BLACK, STYLE SHALL BE HIGHWAY ”B”
2. BACKGROUND SHALL BE ORANGE
3. SIGN PANEL SHALL CONFORM TO SECTION 12 OF THE STATE STANDARD SPECIFICATIONS

		DATE
DESIGNED	J.L.	12/14
DRAWN	J.M.	02/15
CHECKED	J.L.	02/15

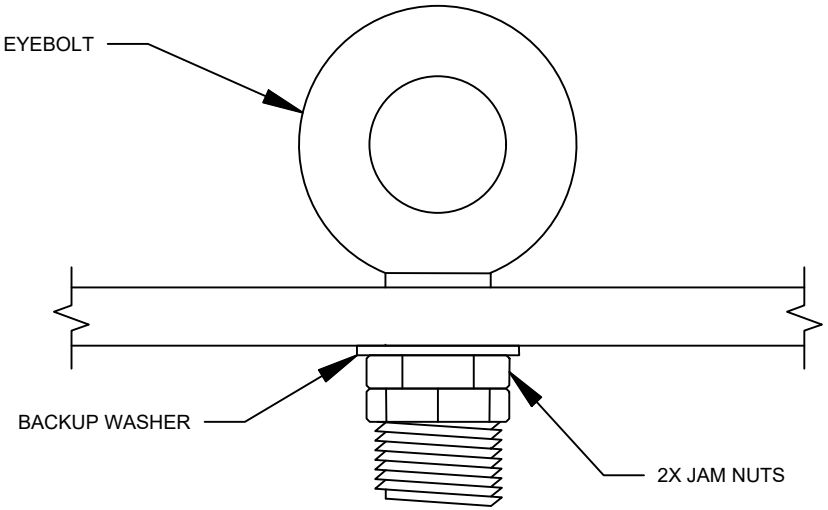
SCALE NONE

DEPARTMENT OF PUBLIC WORKS AND PLANNING

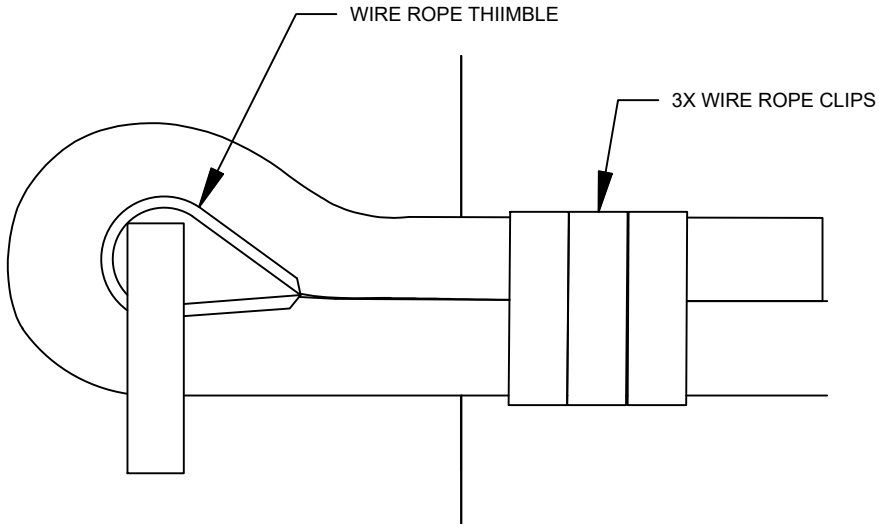
ADVANCE NOTIFICATION SIGN

NOTE:

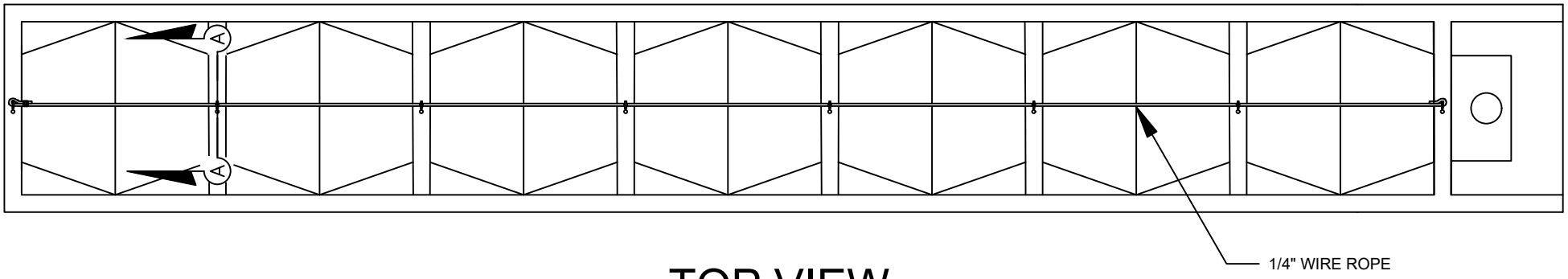
1. CRASH CUSHION SCHEMATIC IS FOR VISUAL REFERENCE ONLY. REFER TO MANUFACTURER SPECIFICATIONS FOR CRASH CUSHION UNIT TECHNICAL DETAILS.
2. SEE STANDARD SPECIAL PROVISIONS SECTION 83-4.01C FOR ADDITIONAL DETAILS.



SECTION A - A



CLIP AND THIMBLE DETAIL



TOP VIEW

		DATE:	NOT TO SCALE	DEPARTMENT OF PUBLIC WORKS AND PLANNING
DESIGNED:	TL	04/25		CRASH CUSHION CARTRIDGE CABLE RESTRAINT DETAIL
DRAWN:	TL	04/25		
CHECK:	JH	04/25		

TEST HOLE DATA REPORT

TEST HOLE NO: PH-01
TEST HOLE DATE: 4/14/2023
PROJECT NO: CA17300106
CLIENT: COUNTY OF FRESNO
PROJECT: HOUGHTON CANAL BRIDGE PROJECT

5622 Research Drive Suite A
Huntington Beach, California 92649
TEL:714.487.5780
www.T2ue.com

CLIENT TEST HOLE NO: PH-01
SUE CREW/TRUCK NO: SA/LC/550603
CITY,COUNTY: FRESNO / FRESNO
LOCATION/INTERSECTION:
CHATEAU FRESNO AVE N/O CANAL

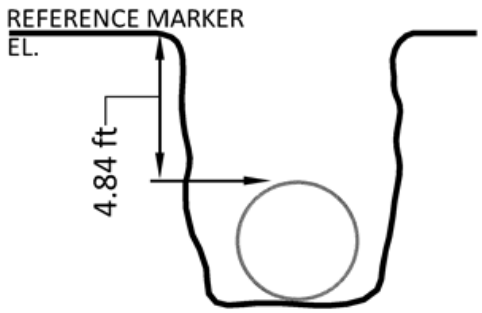
MAP



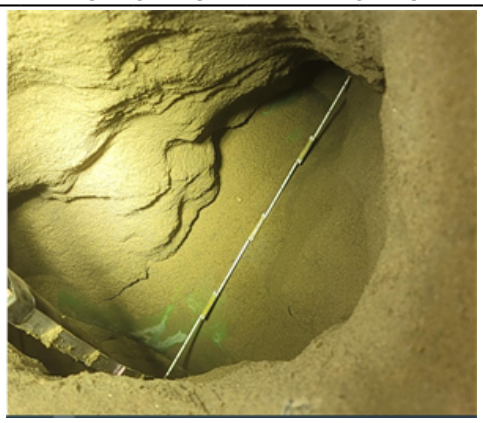
SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING EAST



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION		**REFERENCE MARKER**		
UTILITY TYPE	GAS MAIN/PIPELINE	LOCATION		CENTER OF UTILITY
UTILITY MATERIAL	METALLIC (IRON, STEEL, COATED)	MARKED BY		NAIL & DISK
UTILITY DIRECTION	NORTHEAST - SOUTHWEST	STATION		
UTILITY WIDTH (FIELD)	24.00"	OFFSET		-
UTILITY WIDTH (RECORD)	-	OFFSET FROM		
APPARENT UTILITY OWNER	PG&E	**SWING TIES FROM STRUCTURE**		**APPROX DISTANCE**
DEPTH FROM REFERENCE MARKER		A	E. OF YELLOW LINE	9.60'
TOP OF UTILITY	4.84'	B	90 DEG N OF TEL POLE	31.00'
BOTTOM OF UTILITY	6.84'	C		-
ELEVATION OF UTILITY				
TOP OF UTILITY	-			
APPARENT BOTTOM OF UTILITY	-			
SURFACE				
TYPE	ASPHALT			
THICKNESS	5.00"			

REMARKS

MET WITH PG&E REP AND OPENED HOLE AT ANGLE POINT WHERE GASLINE CHANGES DIRECTIONS FROM SOUTH TO WEST. IT IS NOT A SHARP 90 DEGREE TURN BUT A SWEEP. 12" AB BENEATH AC.

REVISION NOTES:

REVIEWED DATE:	4/25/2023	CHECKED DATE:	4/25/2023	REVISION DATE:
REVIEWED BY:	RH	CHECKED BY:	RH	

TEST HOLE DATA REPORT

TEST HOLE NO: PH-02
TEST HOLE DATE: 4/14/2023
PROJECT NO: CA17300106
CLIENT: COUNTY OF FRESNO
PROJECT: HOUGHTON CANAL BRIDGE PROJECT

5622 Research Drive Suite A
Huntington Beach, California 92649
TEL:714.487.5780
www.T2ue.com

CLIENT TEST HOLE NO: PH-02
SUE CREW/TRUCK NO: SA/LC/550603
CITY,COUNTY: FRESNO / FRESNO
LOCATION/INTERSECTION:
CHATEAU FRESNO AVE N/O CANAL

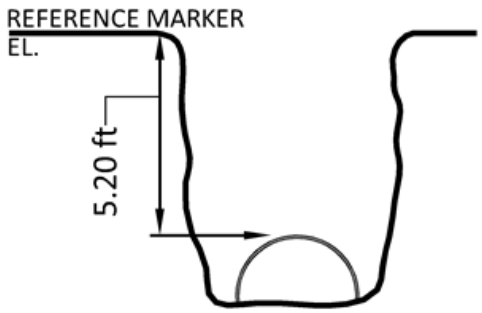
MAP



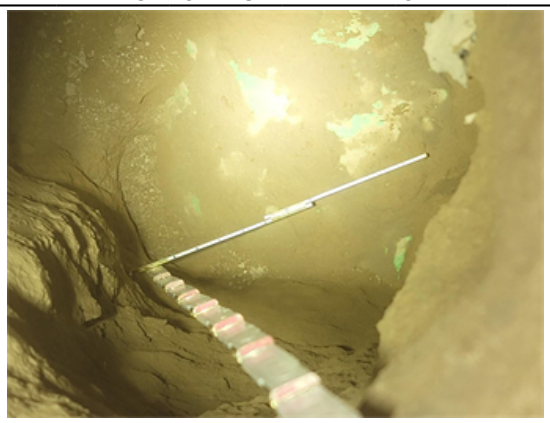
SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NE



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTION		**REFERENCE MARKER**		
UTILITY TYPE	GAS MAIN/PIPELINE	LOCATION		CENTER OF UTILITY
UTILITY MATERIAL	METALLIC (IRON, STEEL, COATED)	MARKED BY		NAIL & CAP
UTILITY DIRECTION	NORTHEAST - SOUTHWEST	STATION		
UTILITY WIDTH (FIELD)	24.00"	OFFSET		-
UTILITY WIDTH (RECORD)	-	OFFSET FROM		
APPARENT UTILITY OWNER	PG&E	**SWING TIES FROM STRUCTURE**		**APPROX DISTANCE**
DEPTH FROM REFERENCE MARKER		A	90 DEG N. OF TEL POLE	29.30'
TOP OF UTILITY	5.20'	B	W. OF YELLOW LINE	20.10'
BOTTOM OF UTILITY	7.20'	C		-
ELEVATION OF UTILITY				
TOP OF UTILITY	-			
APPARENT BOTTOM OF UTILITY	-			
SURFACE				
TYPE	NATURAL GROUND			
THICKNESS	-			

REMARKS

MET WITH PG&E REP AND OPENED HOLE AT ANGLE POINT WHERE GASLINE CHANGES DIRECTIONS FROM WEST TO SOUTH AND STARTING TO DESEND TOWARDS CANAL.

REVISION NOTES:

REVIEWED DATE:	4/25/2023	CHECKED DATE:	4/25/2023	REVISION DATE:
REVIEWED BY:	RH	CHECKED BY:	RH	

TEST HOLE DATA REPORT

TEST HOLE NO: PH-03
TEST HOLE DATE: 4/14/2023
PROJECT NO: CA17300106
CLIENT: COUNTY OF FRESNO
PROJECT: HOUGHTON CANAL BRIDGE PROJECT

5622 Research Drive Suite A
Huntington Beach, California 92649
TEL:714.487.5780
www.T2ue.com

CLIENT TEST HOLE NO: PH-03
SUE CREW/TRUCK NO: SA/LC/550603
CITY,COUNTY: FRESNO / FRESNO
LOCATION/INTERSECTION:
CHATEAU FRESNO AVE S/O CANAL

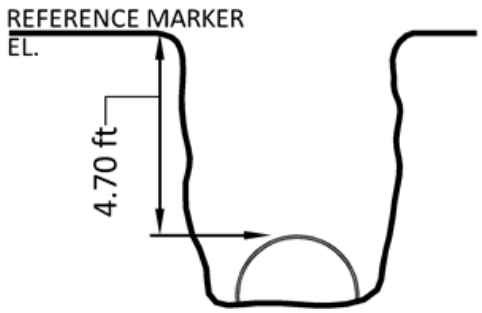
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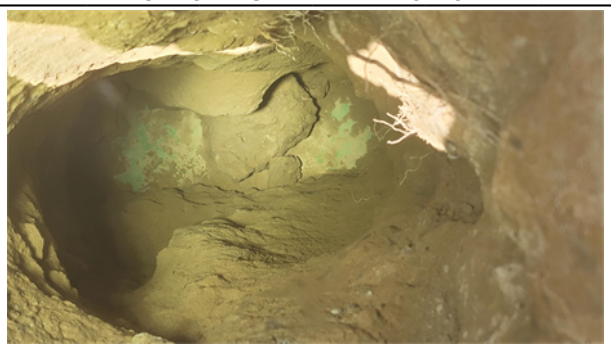
SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NORTH



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTIOI		**REFERENCE MARKER**		
UTILITY TYPE	GAS MAIN/PIPELINE	LOCATION		CENTER OF UTILITY
UTILITY MATERIAL	METALLIC (IRON, STEEL, COATED)	MARKED BY		NAIL & CAP
UTILITY DIRECTION	SOUTHEAST - NORTHWEST	STATION		
UTILITY WIDTH (FIELD)	24.00"	OFFSET		-
UTILITY WIDTH (RECORD)	-	OFFSET FROM		
APPARENT UTILITY OWNER	PG&E	**SWING TIES FROM STRUCTURE**		**APPROX DISTANCE**
DEPTH FROM REFERENCE MARKER		A	90 DEG S OF P/P	16.10'
TOP OF UTILITY	4.70'	B	W. OF YELLOW LINE	20.40'
BOTTOM OF UTILITY	6.70'	C		-
ELEVATION OF UTILITY				
TOP OF UTILITY	-			
APPARENT BOTTOM OF UTILITY	-			
SURFACE				
TYPE	NATURAL GROUND			
THICKNESS	-			

REMARKS

MET WITH PG&E REP AND OPENED HOLE AT ANGLE POINT WHERE GASLINE CHANGES DIRECTIONS FROM SOUTH TO EAST. ENCOUNTERED A LOT OF DEBRIS IN THIS HOLE

REVISION NOTES:

REVIEWED DATE:	4/25/2023	CHECKED DATE:	4/25/2023	REVISION DATE:
REVIEWED BY:	RH	CHECKED BY:	RH	

TEST HOLE DATA REPORT

TEST HOLE NO: PH-04
TEST HOLE DATE: 4/14/2023
PROJECT NO: CA17300106
CLIENT: COUNTY OF FRESNO
PROJECT: HOUGHTON CANAL BRIDGE PROJECT

T2 utility engineers
5622 Research Drive Suite A
Huntington Beach, California 92649
TEL:714.487.5780
www.T2ue.com

CLIENT TEST HOLE NO: PH-04
SUE CREW/TRUCK NO: SA/LC/550603
CITY,COUNTY: FRESNO / FRESNO
LOCATION/INTERSECTION:
CHATEAU FRESNO AVE S/O CANAL

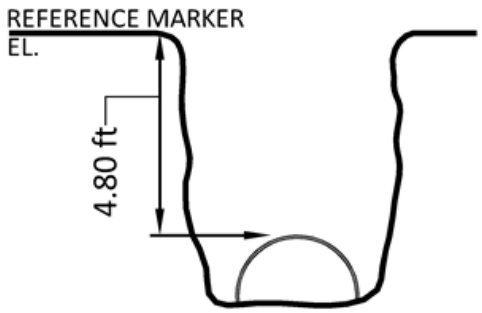
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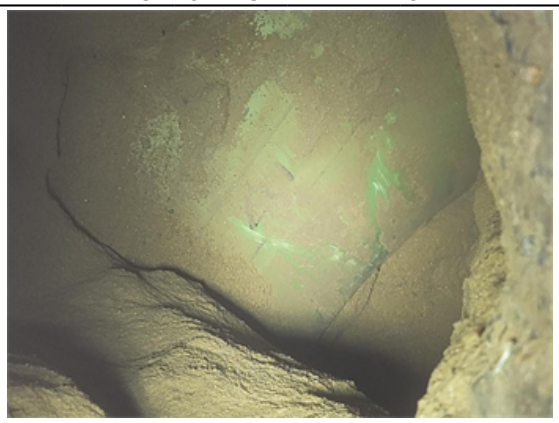
SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NE



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTIOI		**REFERENCE MARKER**		
UTILITY TYPE	GAS MAIN/PIPELINE	LOCATION		CENTER OF UTILITY
UTILITY MATERIAL	METALLIC (IRON, STEEL, COATED)	MARKED BY		NAIL & DISK
UTILITY DIRECTION	SOUTHEAST - NORTHWEST	STATION		
UTILITY WIDTH (FIELD)	24.00"	OFFSET		-
UTILITY WIDTH (RECORD)	-	OFFSET FROM		
APPARENT UTILITY OWNER	PG&E	**SWING TIES FROM STRUCTURE**		**APPROX DISTANCE**
DEPTH FROM REFERENCE MARKER		A	90 DEG S OF P/P	17.10'
TOP OF UTILITY	4.80'	B	E. OF YELLOW LINE	8.90'
BOTTOM OF UTILITY	6.80'	C		-
ELEVATION OF UTILITY				
TOP OF UTILITY	-			
APPARENT BOTTOM OF UTILITY	-			
SURFACE				
TYPE	ASPHALT			
THICKNESS	8.00"			

REMARKS

MET WITH PG&E REP AND OPENED HOLE AT ANGLE POINT WHERE GASLINE CHANGES DIRECTIONS FROM EAST TO SOUTH. 12" AB BENEATH AC.

REVISION NOTES:

REVIEWED DATE:	4/25/2023	CHECKED DATE:	4/25/2023	REVISION DATE:
REVIEWED BY:	RH	CHECKED BY:	RH	

TEST HOLE DATA REPORT

TEST HOLE NO: PH-05
TEST HOLE DATE: 4/18/2023
PROJECT NO: CA17300106
CLIENT: COUNTY OF FRESNO
PROJECT: HOUGHTON CANAL BRIDGE PROJECT

T2 utility engineers
5622 Research Drive Suite A
Huntington Beach, California 92649
TEL:714.487.5780
www.T2ue.com

CLIENT TEST HOLE NO: PH-05
SUE CREW/TRUCK NO: LC/EC/616
CITY,COUNTY: FRESNO / FRESNO
LOCATION/INTERSECTION:
CHATEAU FRESNO AVE N/O CANAL

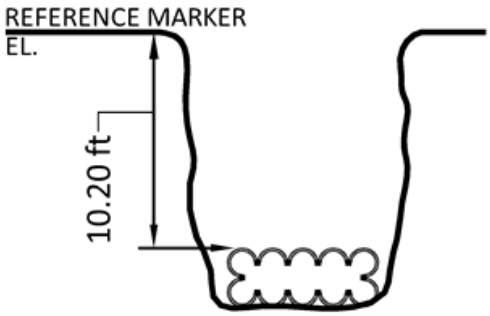
MAP



SITE PHOTO - FACING NE



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NE



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTIOI		**REFERENCE MARKER**		
UTILITY TYPE	FIBER OPTIC	LOCATION		CENTER OF UTILITY
UTILITY MATERIAL	PLASTIC (PVC, PE, HDPE)	MARKED BY		ROD & CAP
UTILITY DIRECTION	NORTH - SOUTH	STATION		
UTILITY WIDTH (FIELD)	-	OFFSET		-
UTILITY WIDTH (RECORD)	-	OFFSET FROM		
APPARENT UTILITY OWNER	SEBASTIAN	**SWING TIES FROM STRUCTURE**		**APPROX DISTANCE**
DEPTH FROM REFERENCE MARKER		A	N. OF THE RIVERBED	10.00'
TOP OF UTILITY	10.20'	B	S. OF P/P	47.40'
BOTTOM OF UTILITY	-	C	E. OF C/L	14.50'
ELEVATION OF UTILITY				
TOP OF UTILITY	-			
APPARENT BOTTOM OF UTILITY	-			
SURFACE				
TYPE	NATURAL GROUND			
THICKNESS	-			

REMARKS

TRACED OUT FIBER OPTIC LINES WHERE THEY CROSS THE CANAL, WE THEN OPENED FIRST HOLE TO THE NORTH OF THE CANAL AND FOUND THE TARGET UTILITY. LOOKS LIKE MULTIPLE 2" DUCTS

REVISION NOTES:

REVIEWED DATE:	4/25/2023	CHECKED DATE:	4/25/2023	REVISION DATE:
REVIEWED BY:	RH	CHECKED BY:	RH	

TEST HOLE DATA REPORT

TEST HOLE NO: PH-06
TEST HOLE DATE: 4/18/2023
PROJECT NO: CA17300106
CLIENT: COUNTY OF FRESNO
PROJECT: HOUGHTON CANAL BRIDGE PROJECT

5622 Research Drive Suite A
Huntington Beach, California 92649
TEL:714.487.5780
www.T2ue.com

CLIENT TEST HOLE NO: PH-06
SUE CREW/TRUCK NO: LC/EC/616
CITY,COUNTY: FRESNO / FRESNO
LOCATION/INTERSECTION:
CHATEAU FRESNO AVE S/O CANAL

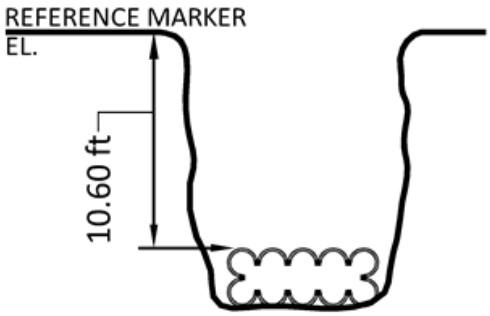
MAP



SITE PHOTO - FACING NE



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING EAST



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTIOI		**REFERENCE MARKER**		
UTILITY TYPE	FIBER OPTIC	LOCATION		CENTER OF UTILITY
UTILITY MATERIAL	PLASTIC (PVC, PE, HDPE)	MARKED BY		ROD & CAP
UTILITY DIRECTION	NORTH - SOUTH	STATION		
UTILITY WIDTH (FIELD)	-	OFFSET		-
UTILITY WIDTH (RECORD)	-	OFFSET FROM		
APPARENT UTILITY OWNER	SEBASTIAN	**SWING TIES FROM STRUCTURE**		**APPROX DISTANCE**
DEPTH FROM REFERENCE MARKER		A	S. EDGE OF CANAL	13.60'
TOP OF UTILITY	10.60'	B	W. OF C/L	13.60'
BOTTOM OF UTILITY	-	C	N. OF P/P	89.00'
ELEVATION OF UTILITY				
TOP OF UTILITY	-			
APPARENT BOTTOM OF UTILITY	-			
SURFACE				
TYPE	NATURAL GROUND			
THICKNESS	-			

REMARKS

OPENED 2ND HOLE JUST SOUTH OF THE CANAL AND ENCOUNTERED GROUND WATER. CALLED RICHARD AND WERE INSTRUCTED TO MOVE HOLE 5FT SO. WHERE WE FOUND THE F/O DUCT BANK

REVISION NOTES:

REVIEWED DATE:	4/25/2023	CHECKED DATE:	4/25/2023	REVISION DATE:
REVIEWED BY:	RH	CHECKED BY:	RH	

TEST HOLE DATA REPORT

TEST HOLE NO: PH-07
TEST HOLE DATE: 4/18/2023
PROJECT NO: CA17300106
CLIENT: COUNTY OF FRESNO
PROJECT: HOUGHTON CANAL BRIDGE PROJECT

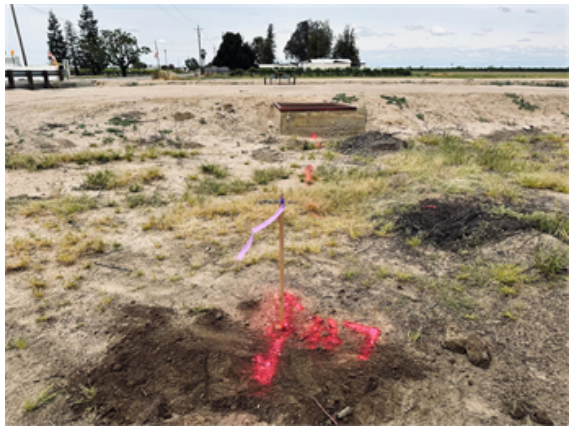
5622 Research Drive Suite A
Huntington Beach, California 92649
TEL:714.487.5780
www.T2ue.com

CLIENT TEST HOLE NO: PH-07
SUE CREW/TRUCK NO: LC/EC/616
CITY,COUNTY: FRESNO / FRESNO
LOCATION/INTERSECTION:
CHATEAU FRESNO AVE S/O CANAL

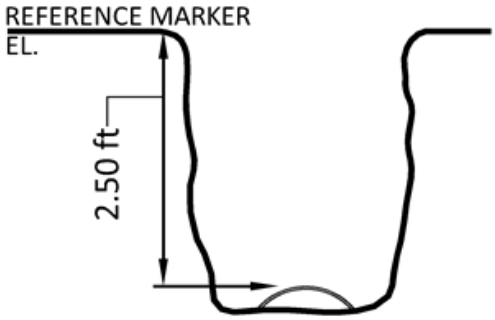
MAP



SITE PHOTO - FACING NE



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NW



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTIOI		**REFERENCE MARKER**		
UTILITY TYPE	IRRIGATION	LOCATION		CENTER OF UTILITY
UTILITY MATERIAL	CONCRETE	MARKED BY		ROD & CAP
UTILITY DIRECTION	NORTH - SOUTH	STATION		
UTILITY WIDTH (FIELD)	-	OFFSET		-
UTILITY WIDTH (RECORD)	-	OFFSET FROM		
APPARENT UTILITY OWNER	UNKNOWN	**SWING TIES FROM STRUCTURE**		**APPROX DISTANCE**
DEPTH FROM REFERENCE MARKER		A	E. OF C/L	47.11'
TOP OF UTILITY	2.50'	B	S. OF CANAL	48.11'
BOTTOM OF UTILITY	-	C	SW OF IRR BOX	22.00'
ELEVATION OF UTILITY				
TOP OF UTILITY	-			
APPARENT BOTTOM OF UTILITY	-			
SURFACE				
TYPE	NATURAL GROUND			
THICKNESS	-			

REMARKS

TRACED OUT EXISTING IRRIGATION LINE FROM THE BOX USING SONDE TRANSMITTER AND OPENED FIRST HOLE AT LOCATION DETERMINED BY CLIENT. WE COULD NOT UNCOVER THE ENTIRE PIPE UNLESS WE OPENED ANOTHER HOLE.

REVISION NOTES:

REVIEWED DATE:	4/25/2023	CHECKED DATE:	4/25/2023	REVISION DATE:
REVIEWED BY:	RH	CHECKED BY:	RH	

TEST HOLE DATA REPORT

TEST HOLE NO: PH-07A
TEST HOLE DATE: 4/18/2023
PROJECT NO: CA17300106
CLIENT: COUNTY OF FRESNO
PROJECT: HOUGHTON CANAL BRIDGE PROJECT

T2 utility engineers
5622 Research Drive Suite A
Huntington Beach, California 92649
TEL:714.487.5780
www.T2ue.com

CLIENT TEST HOLE NO: PH-07A
SUE CREW/TRUCK NO: LC/EC/
CITY,COUNTY: FRESNO / FRESNO
LOCATION/INTERSECTION:
CHATEAU FRESNO AVE S/O CANAL

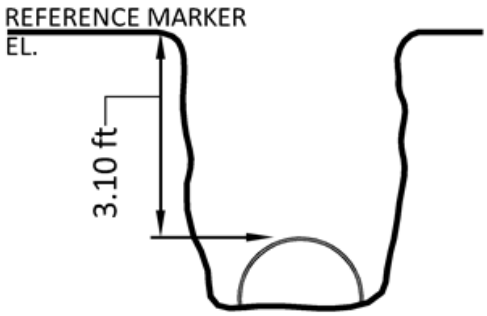
MAP



SITE PHOTO - FACING NORTH



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING WEST



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTIOI		**REFERENCE MARKER**		
UTILITY TYPE	IRRIGATION	LOCATION		CENTER OF UTILITY
UTILITY MATERIAL	PLASTIC (PVC, PE, HDPE)	MARKED BY		ROD & CAP
UTILITY DIRECTION	NORTH - SOUTH	STATION		
UTILITY WIDTH (FIELD)	24.00"	OFFSET		-
UTILITY WIDTH (RECORD)	-	OFFSET FROM		
APPARENT UTILITY OWNER	UNKNOWN	**SWING TIES FROM STRUCTURE**		**APPROX DISTANCE**
DEPTH FROM REFERENCE MARKER		A	E. OF C/L	43.00'
TOP OF UTILITY	3.10'	B	SW. OF IRR BOX	56.80'
BOTTOM OF UTILITY	-	C		-
ELEVATION OF UTILITY				
TOP OF UTILITY	-			
APPARENT BOTTOM OF UTILITY	-			
SURFACE				
TYPE	NATURAL GROUND			
THICKNESS	-			

REMARKS

OPEMED SECOND HOLE AT LOCATION DETERMINED BY CLIENT. COULD NOT UNCOVER THE ENTIRE PIPE

REVISION NOTES:

REVIEWED DATE:	4/25/2023	CHECKED DATE:	4/25/2023	REVISION DATE:
REVIEWED BY:	RH	CHECKED BY:	RH	

TEST HOLE DATA REPORT

TEST HOLE NO: PH-07B
TEST HOLE DATE: 4/18/2023
PROJECT NO: CA17300106
CLIENT: COUNTY OF FRESNO
PROJECT: HOUGHTON CANAL BRIDGE PROJECT

5622 Research Drive Suite A
Huntington Beach, California 92649
TEL:714.487.5780
www.T2ue.com

CLIENT TEST HOLE NO: PH-07B
SUE CREW/TRUCK NO: EC/LC/616
CITY,COUNTY: FRESNO / FRESNO
LOCATION/INTERSECTION:
CHATEAU FRESNO AVE S/O CANAL

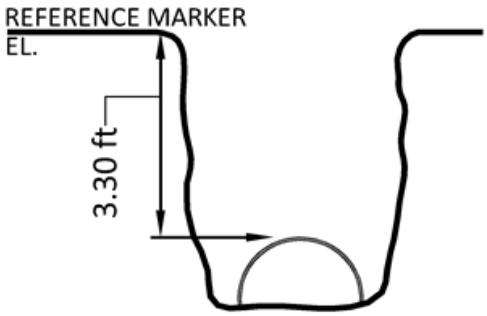
MAP



SITE PHOTO - FACING NW



CROSS SECTION - NOT TO SCALE



TEST HOLE - UTILITY - FACING NW



DISCLAIMER: ADDITIONAL MATERIAL AND/OR UTILITIES MAY EXIST BELOW APPARENT BOTTOM

UTILITY DESCRIPTIOI		**REFERENCE MARKER**		
UTILITY TYPE	IRRIGATION	LOCATION		CENTER OF UTILITY
UTILITY MATERIAL	PLASTIC (PVC, PE, HDPE)	MARKED BY		ROD & CAP
UTILITY DIRECTION	NORTH - SOUTH	STATION		
UTILITY WIDTH (FIELD)	24.00"	OFFSET		-
UTILITY WIDTH (RECORD)	-	OFFSET FROM		
APPARENT UTILITY OWNER	UNKNOWN	**SWING TIES FROM STRUCTURE**		**APPROX DISTANCE**
DEPTH FROM REFERENCE MARKER		A	East of centerline	43.50'
TOP OF UTILITY	3.30'	B	SW. OF IRR BOX	98.00'
BOTTOM OF UTILITY	-	C		-
ELEVATION OF UTILITY				
TOP OF UTILITY	-			
APPARENT BOTTOM OF UTILITY	-			
SURFACE				
TYPE	NATURAL GROUND			
THICKNESS	-			

REMARKS

OPENED THIRD POTHOLE FOR IRRIGATION LINE AT LOCATION DETERMINED BY CLIENT.

REVISION NOTES:

REVIEWED DATE:	4/25/2023	CHECKED DATE:	4/25/2023	REVISION DATE:
REVIEWED BY:	RH	CHECKED BY:	RH	

FREE RECORDING IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTIONS 6103 AND 27383

Documentary Transfer Tax -- $0.00

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO FOR THE BENEFIT OF

FRESNO IRRIGATION DISTRICT
2907 SOUTH MAPLE AVENUE
FRESNO CA 93725-2218

Recording Information

BRIDGE ENCROACHMENT AGREEMENT

LOCATION: S/E Belmont and Chateau Fresno avenues
PROJECT: Chateau Fresno Bridge
CANAL: Houghton No. 78

THIS AGREEMENT, made and entered into this ___ day of _____, 20__, by County of Fresno, a California municipal corporation, hereafter referred to as COUNTY, and the FRESNO IRRIGATION DISTRICT, a California irrigation district, hereinafter referred to as DISTRICT.

The above-referenced parties acknowledge and understand that the California Water Code section 22438 provides:

22438. (a) A district which is the owner of an easement for an open canal or other water conveyance facility for the transportation of water across lands not owned by the district, other than an easement evidenced by a written grant or judgment providing a legal description of the easement, has a secondary easement on each side of the open canal or other water conveyance facility for the maintenance, repair, cleaning, operation, and control of the open canal or other water conveyance facility and other use as may reasonably be required by the district in exercising those rights and in the maintenance, repair, cleaning, and operation of that easement and open canal or other water conveyance facility with equipment owned by, or available to, the district for that use at the time the rights are exercised. The duration of the secondary easement shall be for as long as the district, or its successors or assigns, continues to own the open canal or other water conveyance facility easement regardless of what use has or has not been made of the secondary easement.

(b) The owner or any lessee of the land upon which a secondary easement is located may use the surface of the land upon which the secondary easement

DRAFT

is located for his or her own purposes to the extent that use does not unreasonably interfere with the district's ownership or use of the secondary easement or the open canal or other water conveyance facility easement. Any encroachment or obstruction placed or permitted upon the secondary easement by the owner or any lessee of the land, which unreasonably interferes with the secondary easement or the open canal or other water conveyance facility easement, may be removed by the district at the owner's or lessee's expense, or by legal action filed by the district.

(c) This section shall not be construed to limit the right of a district or of any person to acquire any easement by prescription or condemnation or to enter into a written agreement concerning an easement or secondary easement upon terms agreed to by the parties.

The above-referenced parties acknowledge and understand that the California Water Code section 7034 provides:

(a) California Water Code section 7034 makes bridge, culvert and pipe crossings under highways “the sole responsibility of the county, so far as the maintenance, repair, improvement ……reconstruction or replacement of such bridges and conduits are concerned. If any such county highways become state highways, the State shall succeed to the foregoing obligations of the county.” Likewise, if the County road becomes a COUNTY street, then the same logic applies, 7034 makes the bridge, culvert and pipe crossings the responsibility of the COUNTY.

The above-referenced parties acknowledge and understand that the California Water Code section 7030 provides:

“Conduit” as any facilities, including culverts, ditches, bridges, flumes, pipelines, etc.

The above-referenced parties acknowledge and understand that the California Water Code section 7031.5 provides:

Defines bridges just as generally.

The above-referenced parties acknowledge and understand that the California Water Code section 7035 provides:

Whenever any conduit for conducting water crosses a highway and no written records exist showing that the highway rights-of-way existed prior to the conduit rights-of-way, it shall be conclusively presumed that the conduit was in place and lawfully maintained prior to the highway and such conduit shall be repaired, improved for the benefit of the public agency having jurisdiction over such highway, and replaced, if necessary, by the public agency having jurisdiction over such highway, provided that

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usual acts of maintenance of the conduit, such as cleaning the conduit of dirt or silt, shall be performed by and at the expense of the person using the conduit.

The parties likewise acknowledge and agree that the District's Houghton No. 78 Canal runs in through of the COUNTY's property as described in Exhibits A & B attached hereto), being a canal and situation to which § 22438 of the Water Code applies, inasmuch as the District has acquired its ownership of the Houghton Canal and its secondary rights thereto under historic and longstanding uses, prescriptive and otherwise. The parties acknowledge and agree that the District's historic and longstanding rights of easement as well as its statutory "secondary rights" cited above are not being diminished by this AGREEMENT but are being added to and in some cases clarified hereby.

W I T N E S S E T H

WHEREAS, COUNTY is the owner of that certain real property (PROPERTY) located in the County of Fresno, State of California, and more particularly described as follows:

(Insert Legal Description)

WHEREAS, DISTRICT, as successor-in-interest to the Fresno Canal and Irrigation Company, is the owner of an easement and right-of-way for its Houghton Canal No. 78 (the "CANAL") under the terms of that certain deed from the Fresno Canal and Irrigation Company dated _____ of the Official Records of Fresno County, and;

WHEREAS, DISTRICT owns a Canal, Easement, and right-of-way over and through said real property for the use, operation, and maintenance of an open irrigation canal known as the Houghton No. 78 Canal (the "Canal" or "CANAL"), and;

WHEREAS, COUNTY desires to encroach into DISTRICT's CANAL, EASEMENT, and right-of-way to install, construct, use, and maintain a Free span / Dual Bay concrete box culvert (ENCROACHMENTS) as shown on EXHIBIT "B", attached hereto including facilities and structures required to properly operate and maintain (ENCROACHMENTS), and;

WHEREAS, COUNTY is responsible for the ownership, structural integrity, repair, maintenance, improvement, reconstruction, replacement, modification or alteration of a box culvert under said Water Code sections, save and except for the DISTRICT's obligation to keep the bridge's water conduits/culverts/bays cleaned of "dirt or silt" as also required by said Water Code sections, and;

WHEREAS, The parties desire to clarify their respective rights and obligations with respect to the PROPERTY and the ENCROACHMENT, and;

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WHEREAS, DISTRICT is willing to consent to the ENCROACHMENTS under the terms and conditions herein specified while incorporating the recitals herein by reference:

A G R E E M E N T

I

DISTRICT hereby grants to COUNTY permission to install, construct, repair, improve, reconstruct, replace, modify, alter, use, and/or maintain the ENCROACHMENTS within the CANAL, EASEMENT, and right-of-way at COUNTY'S sole cost, expense and risk, subject to the paramount right of to the full and beneficial use and enjoyment of the CANAL, EASEMENT, and right-of-way and protection of the CANAL, so as long as said use by the COUNTY does not interfere in any way with the use of said CANAL, EASEMENT, and right-of-way by DISTRICT for the purposes for which said EASEMENT is granted or enjoyed, and, provided further that COUNTY shall not build or construct any building or other permanent structure on or plant any vegetative materials within or access said CANAL without written permission and consent of DISTRICT, which permission may be withdrawn at any time by the DISTRICT if COUNTY's activities or improvements interfere with the DISTRICT's CANAL. DISTRICT shall have the right, without notice, and at COUNTYS expense, to modify any of COUNTYS surface uses and/or to remove any structures, fences, or vegetative materials or other encroachments from said CANAL which interfere at any time with the purpose or use of said CANAL and/or right-of-way from time to time as determined by the DISTRICT. COUNTY shall provide for DISTRICT's unrestricted access to its CANAL, EASEMENT, and right-of-way at all-times. DISTRICT does not by this agreement agree to any third-party utility or other third-party uses within the ENCROACHMENT which COUNTY shall make use of the land, and, furthermore, neither COUNTY nor any third party shall make any other use of the ENCROACHMENT without the expressed advanced written consent first had and obtained from DISTRICT.

II

COUNTY shall comply with all local codes and ordinances regarding the installation and use of the ENCROACHMENTS. COUNTY also agrees to reimburse DISTRICT for its reasonable attorney's fees, engineering costs and other expenses incurred in connection with this AGREEMENT and COUNTY'S exercise of rights hereunder.

III

COUNTY agrees to indemnify, defend and hold DISTRICT and its officers, employees, directors and agents, harmless from, and hereby expressly waives any claim or cause of action against DISTRICT and its officers, employees, directors and agents for, any damage caused by DISTRICT or anyone to the ENCROACHMENTS, or to any other real or personal property wherever situated, due to DISTRICT'S maintenance, repair or replacement of the CANAL as may be deemed necessary by DISTRICT. DISTRICT shall have the right to remove any portion or all of the ENCROACHMENTS at any time, without obligation to repair or replace the ENCROACHMENTS, and without any

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obligation to compensate COUNTY for any expense it incurs in repairing or replacing the ENCROACHMENTS after DISTRICT'S CANAL repair or replacement activities. If, in the exercise of DISTRICT'S sole discretion, DISTRICT determines that the ENCROACHMENTS interferes with the maintenance, replacement or repair of the CANAL, COUNTY shall remove the ENCROACHMENTS upon demand by DISTRICT, at COUNTY'S sole and exclusive expense.

IV

COUNTY agrees to indemnify, defend and hold DISTRICT and its officers, employees, directors and agents, harmless from any liability, responsibility, loss, cost, damage, attorney's fees, cost of expert witnesses and court costs, compensatory, consequential and incidental damages resulting directly or indirectly from the exercise of COUNTY'S rights under this AGREEMENT, or COUNTY's construction, uses or presence of the ENCROACHMENTS or any other activity of COUNTY within the DISTRICT's easement or CANAL which impact the DISTRICT.

V

COUNTY shall at all times maintain the ENCROACHMENTS so as to not interfere with the normal operation and maintenance of DISTRCT facilities. Should COUNTY fail to maintain, repair, or replace the ENCROACHMENTS, DISTRICT shall have the right (but not the obligation) to perform any maintenance necessary for DISTRICT's unhindered use of any DISTRICT facilities following reasonable written notice to COUNTY. All canals, pipes, pipelines, conduits and other facilities (Improvements) constructed, installed and/or placed by or for DISTRICT upon and within said EASEMENT are, shall become and remain the property of DISTRICT and shall be maintained by DISTRICT at DISTRICT'S expense and COUNTY shall have no right, title or interest therein.

VI

As said canals, pipes, pipelines and other structures or facilities (Improvements) exist or shall be constructed, installed, operated, maintained, altered, repaired, improved, reconstructed, accessed, inspected, cleaned, reconfigured, redesigned, traversed, piped, etc., the manner in which they shall be installed, constructed and/or placed by or for the DISTRICT, and, the time and manner for conducting and discharging water through the same shall be in the sole, exclusive and absolute control of DISTRICT.

VII

If COUNTY desires to use the DISTRICT's EASEMENT area or canal banks directly adjacent to the ENCROACHMENT for the purpose of vehicular crossings it may do so provided that it does not negatively impact the width, height, integrity, or compaction of said banks and/or Canal; and, to the extent that the COUNTY uses any portions of the EASEMENT area and/or Canal bank(s), the COUNTY hereby acknowledges and hereby assumes the risks of damages to the Canal banks occasioned by COUNTY's uses and access to over the Canal banks and agrees to hold the DISTRICT harmless from any and all Canal breaches, leaks or erosion that may result or occur, recognizing that such

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uses weaken the integrity of the Canal banks. This indemnity and hold harmless includes COUNTY assuming the risk of damages to any lands and property (crops, etc.) that may occur as a result of any Canal bank breach/leak/failure on that side of the Canal, that are attributed to COUNTY's uses should COUNTY ever use the DISTRICT's Canal banks for ingress/egress/access during Canal crossing.

VIII

Should any action or proceeding be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to recover from the losing party a reasonable sum for its attorneys', paralegals', accountants', and other professional fees and costs incurred in connection with such action or proceeding.

IX

COUNTY agrees to repair or relocate, as required and at COUNTY'S sole expense, the CANAL due to any damage that may be caused by COUNTY's installation, maintenance, or removal of the ENCROACHMENTS, as determined by DISTRICT. In the event COUNTY fails, neglects, or refuses to commence, maintain, repair, construct, or reconstruct the CANAL within 30 days after notice from DISTRICT or thereafter fails to proceed diligently, DISTRICT shall have the right, but shall not be required, to make any such repairs or replacements, and COUNTY agrees to repay to DISTRICT the cost of any such repairs or replacement with interest at the rate of 10% per annum.

X

COUNTY agrees that the CANAL and all associated irrigation facilities, structures and features shall remain the property of DISTRICT and that COUNTY shall have no right, title, or interest therein. COUNTY further agrees that the EASEMENT and CANAL and the manner, method and time of conducting and discharging water through the CANAL shall be in the sole and absolute control of DISTRICT, and the nature and extent of the EASEMENT shall in no way be diminished or restricted by the ENCROACHMENTS.

XI

COUNTY agrees that the permission herein granted is limited to the ENCROACHMENT and said permission shall not constitute a precedent for the granting of permission for any other encroachments upon the EASEMENT or other property of DISTRICT. COUNTY further agrees that the permission herein granted is not intended to diminish the rights of DISTRICT in the use or maintenance of the EASEMENT or CANAL. COUNTY has no right to grant any license, easement, franchise or right to use any interest that interferes with the DISTRICT's EASEMENT without the express written agreement of the DISTRICT first had and obtained.

XII

COUNTY shall maintain any monetary lien that is senior to this AGREEMENT current and shall not allow any foreclosure or other action by a third party

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that would impair this AGREEMENT in any way. In the event of any such foreclosure or other action, or in the event of any other default by COUNTY under this AGREEMENT, DISTRICT may at its option declare this AGREEMENT to be terminated, whereupon the ENCROACHMENTS shall be deemed a trespass and shall be removed upon demand by DISTRICT, at COUNTY'S sole and exclusive expense. If COUNTY fails to so remove the ENCROACHMENTS, DISTRICT may remove it and COUNTY shall repay to DISTRICT the cost of any such removal with interest at the rate of 10% per annum.

XIII

This AGREEMENT shall run with the PROPERTY and shall apply to and bind and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

XIV

COUNTY hereby grants to the DISTRICT a specific perpetual, and exclusive easement of ingress, egress and access to, under, through and over the Bridge as well as an easement of ingress, egress and access to, through and over the COUNTYS property to the DISTRICT's Canal on both sides of the Bridge in connection with the DISTRICT's operation, maintenance, repair and replacement of its Canal on the terms and subject to the conditions set forth herein.

XV

COUNTY and not the DISTRICT, shall be responsible for any maintenance, repair, removal, or replacement costs and the structural integrity of the Bridge, provided that DISTRICT, which for purposes of this EASEMENT shall include the DISTRICT's agents, contractors, vendors and/or employees:

a) Shall not use equipment or vehicles on the Bridge in any manner that exceeds the Bridges tolerances or capacities which the COUNTY has set at: not to exceed a loaded weight of _____ pounds, thereby subjecting the Bridge to unusual loads.
b) Shall reasonably use judgment and common sense in utilizing other Canal access points available to the DISTRICT to access the DISTRICT's EASEMENT on or across the Exhibit A property, where practical, in accessing its Canals and/or performing work on or maintaining said Canals.
c) Shall be permitted to use the Bridge in the event of emergencies, exigency, or other situations where weather or other circumstances outside of the control of the DISTRICT render alternative sources of access to the DISTRICT render alternative sources of access to the DISTRICT's Canals unworkable or problematic.
d) Shall be liable for any negligence or willful misuse of the Bridge by the DISTRICT.

XVI

COUNTY shall certify that the bridge is designed by a qualified individual who can properly size the deck, supports and footings to sustain the anticipated loading.

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If the bridge is not adequate for unrestricted use, COUNTY shall post the bridge's loading limits, or otherwise restrict access.

XVII

COUNTY shall design the bridge to pass at least 230 C.F.S with no head loss through the structure.

XVIII

The bottom of the bridge deck and support beams shall have a minimum clearance of twenty-four – inches (24") above high water in Canal unless stated otherwise. High water elevation will be confirmed by FID's Engineer.

XIX

COUNTY will be responsible for maintaining, at COUNTY's expense, the bridge structure, and authorizes FID to remove the structure if COUNTY fails to properly maintain the bridge or if the bridge should interfere with operation or maintenance of the Canal.

XX

COUNTY shall be responsible for the removal of ENCROACHMENT, at COUNTY's expense. Should COUNTY fail to remove ENCROACMENT, DISTRICT shall have the right (but not the obligation) to perform any removal necessary for DISTRICT's unhindered use of any DISTRICT facilities and COUNTY shall repay to DISTRICT the cost of any such removal with interest at the rate of 10% per annum.

XXI

COUNTY agrees to indemnify FID and hold it, its officers and employees, free and harmless of, from and against any loss, damage, attorney's fees, or other expenses caused by said work; and free and harmless of, from and against any loss, damage, costs, attorney's fees or expense incurred or suffered by FID because of the claims of any persons whatsoever, arising out of the installation, presence, use, maintenance, neglect, or removal of the permitted bridge.

{remainder intentionally left blank}

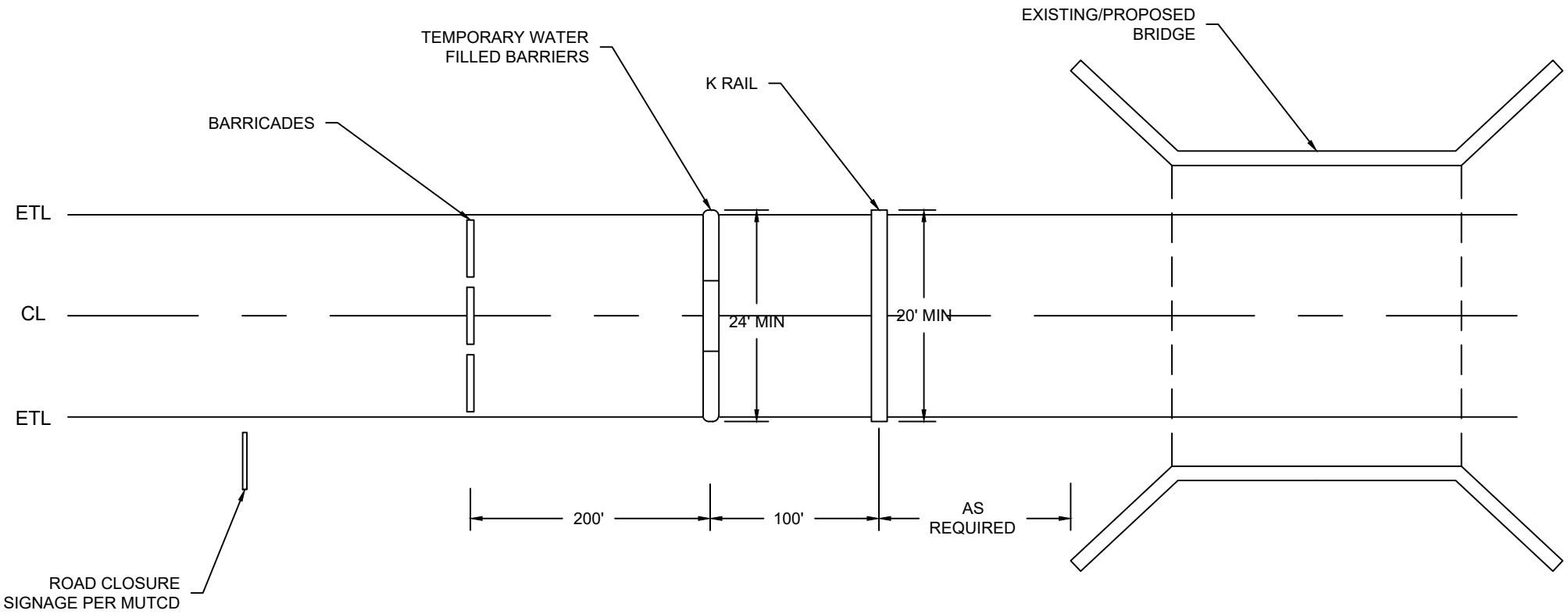
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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

"COUNTY"	"DISTRICT"
The County of Fresno, a municipal corporation	Fresno Irrigation District, a California irrigation District
By _____	By _____ Ryan Jacobsen, President
ATTEST: By: _____	By _____ Bill Stretch, Secretary
APPROVED AS TO FORM: , County Attorney By: _____	

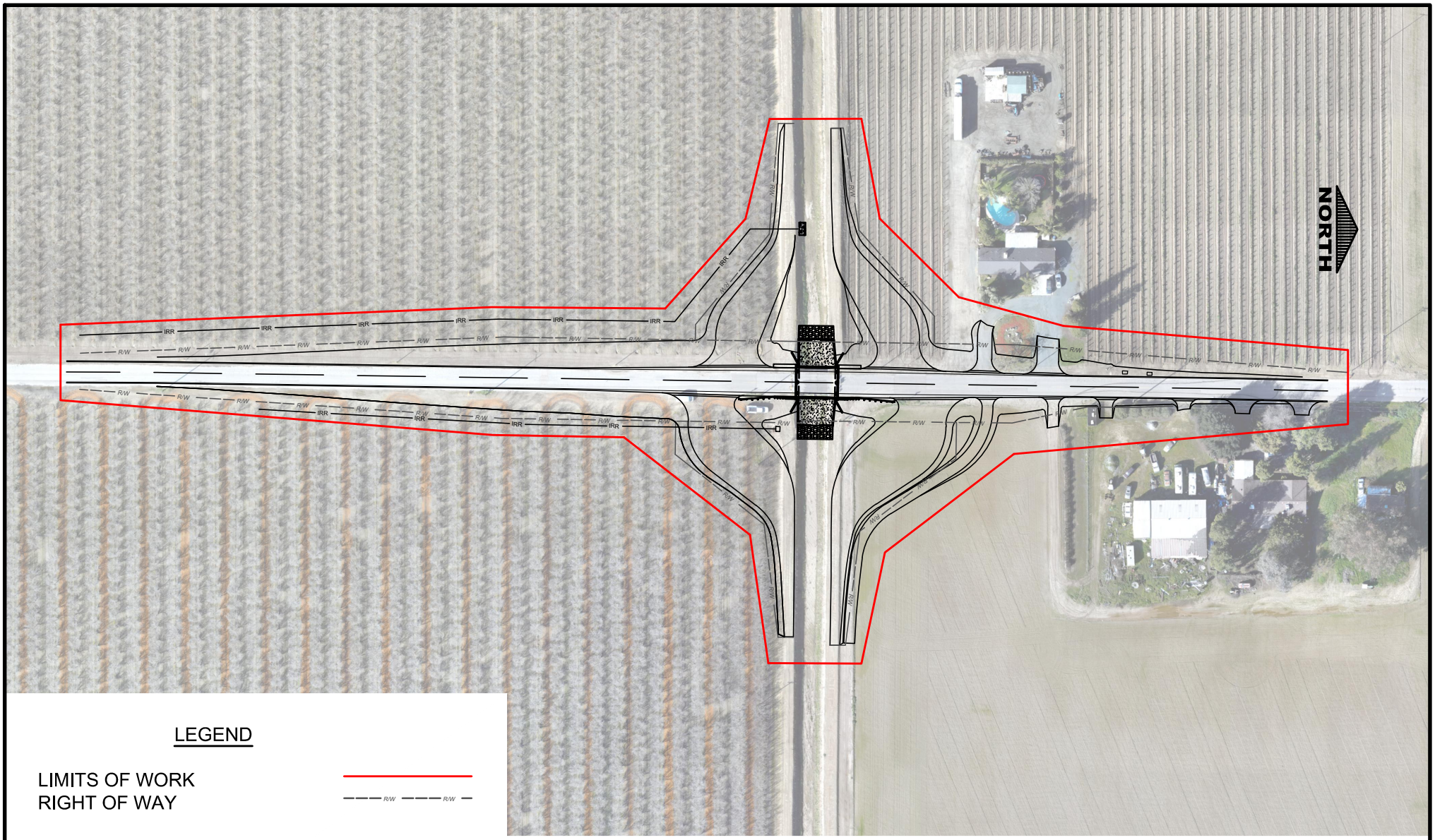
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NOTE:
THIS DETAIL SHALL BE USED WHEN A BRIDGE CLOSURE IS ALLOWED BY PERMIT OR IN THE CONTRACT PLANS AND SPECIFICATIONS



TYPICAL OF BOTH DIRECTIONS

	DATE:	NOT TO SCALE	DEPARTMENT OF PUBLIC WORKS AND PLANNING
DESIGNED: TL	03/24		AFTER HOURS BRIDGE CLOSURE DETAIL
DRAWN: TL	03/24		
CHECK: JH			



LEGEND

LIMITS OF WORK
RIGHT OF WAY

RSP
CHANNEL LINING

HOUGHTON CANAL ON CHATEAU FRESNO AVENUE
LIMITS OF WORK MAP

0 100 200 Feet

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

HOUGHTON CANAL BRIDGE REPLACEMENT AT N. CHATEAU FRESNO AVENUE

N. CHATEAU FRESNO AVENUE, 0.5 MILES SOUTH OF BELMONT AVENUE

BRIDGE NUMBER: 42C0695

FEDERAL PROJECT NUMBER: BRLO-5942(237)

BUDGET / ACCOUNT: 4510 / 7370

Department of Public Works and Planning

CONTRACT NUMBER 25-03-C

B I D B O O K T A B L E O F C O N T E N T S

HOUGHTON CANAL BRIDGE REPLACEMENT AT N. CHATEAU FRESNO AVENUE CONTRACT NUMBER 25-03-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	NOT USED
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:

1. 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.'
2. Marked as a bid
3. 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 BidExpress, 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 (5th) calendar day 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.

Proposal 18 – Not used

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:

$3,099,414.80

Number

25-03-C

Deadline

06/05/2025 02:00 PM PDT

Vendor

CAL VALLEY CONSTRUCTION, INC.

Submitted

06/05/2025 01:20 PM PDT

Signed by

TONY STORELLI
Account Holder Tony Storelli

Opened

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

Description

Houghton Canal Bridge Replacement at N. Chateau Fresno Avenue

The work to be done consists, in general, of widening and reconstructing the approach road, realigning and reconstructing canal access roads, relocating irrigation lines, and replacing the structurally deficient two-lane bridge with a standard two-lane bridge. The Houghton Canal Bridge on Chateau Fresno Avenue (Bridge No. 42C0486/42C0695, 04-030) is located 0.5 miles south of Belmont Avenue in Fresno, CA and has been closed since 2023. The new bridge structure will consist of Cast-In-Place, Pre-Stressed concrete slabs which will be supported by a Cast-In-Drill-Hole concrete pile foundation.

The DBE Contract Goal is 21 percent.

Federal Project Number: BRLO-5942(237)

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 (17 MB)
Specifications (17 MB)

Plans (20 MB)
Plans (20 MB)

Addendum 1
Addendum 1

Addendum 2
Addendum 2

Addendum 3
Addendum 3

Proposal to the County of Fresno - Proposal 1

Proposal to the County of Fresno

hereinafter called the Owner

HOUGHTON CANAL BRIDGE REPLACEMENT AT N. CHATEAU FRESNO AVENUE

CHATEAU FRESNO AVENUE, 0.5 MILES SOUTH OF BELMONT AVENUE

BRIDGE NUMBER: 42C0695

FEDERAL PROJECT NUMBER: BRLO-5942(237)

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. 11254, entitled: “Houghton Canal Bridge Replacement at N. Chateau Fresno 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 - Proposal 2B

$3,099,414.80

Item No.	Quantity	Unit	Item Description	Item Price	Extension
1	1	LS	Builder's Risk Insurance	$7,000.00	$7,000.00
2	5	EA	Federal Trainee Program	$250.00	$1,250.00
3	1	LS	Lead Compliance Plan	$2,500.00	$2,500.00
4	1	LS	Bird Exclusion Plan	$2,500.00	$2,500.00
5	1	LS	Install and Maintain Bird Exclusion Devices	$12,000.00	$12,000.00
6	1	LS	Traffic Control	$25,000.00	$25,000.00
7	1	LS	Construction Site Management	$1,450.00	$1,450.00
8	1	LS	Prepare & Implement SWPPP	$1,500.00	$1,500.00
9	900	$	State Water Resources Control Board N.O.I. Fee	$1.00	$900.00
10	1	EA	Storm Water Annual Report	$2,000.00	$2,000.00
11	12	EA	Permanent Erosion Control Establishment Inspection	$500.00	$6,000.00
12	10,000	$	Permanent Erosion Control Establishment Work	$1.00	$10,000.00
13	8	EA	Storm Water Sampling and Analysis Day	$250.00	$2,000.00
					Total: $3,099,414.80

Item No.	Quantity	Unit	Item Description	Item Price	Extension
14	1	LS	Job Site Water Control & Diversion	$15,000.00	$15,000.00
15	1	EA	Reset Section Corner Monument	$1,300.00	$1,300.00
16	1	LS	Clearing and Grubbing	$379,000.00	$379,000.00
17	986	CY	Roadway Excavation - Final Pay Item	$50.00	$49,300.00
18	658	CY	Subgrade Prep - Final Pay Item	$30.00	$19,740.00
19	13,964	CY	Imported Borrow - Final Pay Item	$13.00	$181,532.00
20	13,964	CY	Place & Compact Embankment - Final Pay Item	$10.00	$139,640.00
21	35	EA	Relocate Irrigation 'Alfalfa' Valves	$800.00	$28,000.00
22	42,284	SF	Hydroseeding	$0.20	$8,456.80
23	6	SY	Cold Plane HMA	$80.00	$480.00
24	1	LS	Finishing Roadway	$10,000.00	$10,000.00
25	1,398	CY	Class II Aggregate Base - Final Pay Item	$75.00	$104,850.00
26	1,112	TON	Asphalt Concrete (Type 'A')	$110.00	$122,320.00
27	2	EA	Irrigation Turnout	$35,000.00	$70,000.00
28	1	EA	Irrigation Box	$30,000.00	$30,000.00
29	2	EA	Project Funding Signs	$1,000.00	$2,000.00
30	114	LF	10" Plastic Irrigation Pipe	$150.00	$17,100.00
					Total: $3,099,414.80

Item No.	Quantity	Unit	Item Description	Item Price	Extension
31	820	LF	18" Plastic Irrigation Pipe	$200.00	$164,000.00
32	29	LF	18" Rubber Gasket Reinforced Concrete Pipe	$200.00	$5,800.00
33	303	LF	24" Plastic Irrigation Pipe	$200.00	$60,600.00
34	137	LF	24" Rubber Gasket Reinforced Concrete Pipe	$220.00	$30,140.00
35	1	LS	Safety Access Ladder	$500.00	$500.00
36	95	CY	Rock Slope Protection (150LB, Class III, Method B)	$310.00	$29,450.00
37	223	SY	Geotextile Filter Fabric	$6.00	$1,338.00
38	3	EA	Relocate Mailbox	$500.00	$1,500.00
39	56	LF	Transition Railing (Type AGT) & Guardrail	$375.00	$21,000.00
40	2	EA	Type MFLEAT-MGS Terminal System	$5,500.00	$11,000.00
41	2	EA	Crash Cushion System - Tau M	$35,000.00	$70,000.00
42	1,393	LF	4" Thermoplastic Traffic Stripe (Yellow) Caltrans Std A20A, Detail 21	$2.00	$2,786.00
43	2,786	LF	4" Thermoplastic Traffic Stripe (White) Caltrans Std A20B, Detail 27B	$1.00	$2,786.00
					Total: $3,099,414.80

Item No.	Quantity	Unit	Item Description	Item Price	Extension
44	1	LS	PG&E Gas Line Excavation	$6,000.00	$6,000.00
45	1	LS	Ground Penetration Radar, Utility Coordination, & Other Utilities	$6,000.00	$6,000.00
46	2	CY	Minor Concrete	$1,600.00	$3,200.00
47	70	CY	Structure Excavation (Bridge) - Final Pay Item	$300.00	$21,000.00
48	60	CY	Structure Backfill (Bridge) - Final Pay Item	$500.00	$30,000.00
49	302	LF	36" Cast-in-Drilled-Hole Concrete Piling	$750.00	$226,500.00
50	1	LS	Prestressing CIP Concrete	$55,000.00	$55,000.00
51	80	CY	Structural Concrete, Bridge - Final Pay Item	$2,200.00	$176,000.00
52	100	CY	Structural Concrete, Bridge (Polymer Fiber) - Final Pay Item	$2,500.00	$250,000.00
53	71	LF	Joint Seal (MR=1")	$250.00	$17,750.00
54	66,000	LB	Bar Reinforcing Steel (Bridge) - Final Pay Item	$2.00	$132,000.00
55	1	LS	Bridge Removal - Final Pay Item	$18,996.00	$18,996.00
56	160	CY	Concrete (Channel Lining) - Final Pay Item	$1,100.00	$176,000.00
57	90	LF	Concrete Barrier (Type 836) -	$525.00	$47,250.00
					Total: $3,099,414.80

Item No.	Quantity	Unit	Item Description	Item Price	Extension
			Final Pay Item		
58	1	LS	Mobilization	$280,000.00	$280,000.00
					Total: $3,099,414.80

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 *

Electronic Bid Bond

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.

Electronic Bid Bond

Bond ID *	Surety Agency *	Verify Bid Bond *
41EE-76CC-6BAE-D59F	Tinubu Surety (formerly SurePath)	Bid bond verification has been completed.

Surety State *	Principal *
DELEWARE	CAL VALLEY CONSTRUCTION, INC.

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 *

5/28/2025

Type N/A if no addenda were issued. Click "+" to add additional fields. 1

Addendum No. *

2

Dated *

6/2/2025

Type N/A if no addenda were issued. Click "+" to add additional fields. 2

Addendum No. *

3

Dated *

6/3/2025

Bidder Signature - Proposal 4

Business Name *

CAL VALLEY 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 *

MICHELLE AVILA; PRESIDENT & TREASURER
JOHN AVILA; VICE PRESIDENT
TONY STORELLI; C.O.O.
BRANDEN BRUECKNER; CORPORATE 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.*

Note: List majority owners of your firm. If multiple owners, list all. (SB1439)

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

Class *

A

Contractor License No. *	**Expires ***
873800	3/31/2026

DIR Registration Number *

1000009471

Business Address *

5125 N GATES AVENUE #102, FRESNO, CA

Zip Code *

93722

Mailing Address *

5125 N GATES AVENUE #102, FRESNO, CA

Zip Code *

93722

Business Phone *	**Fax Number**
(559) 274-0300	(559) 274-0311

E-mail Address *

estimating@calvalleyconstruction.com

Signature of Bidder *

Tony Storelli

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: BRLO-5942(237)

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:

CHIEF OPERATING OFFICER

of (Business Name): *

CAL VALLEY 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: *

6/5/2025

at City, State: *

FRESNO, CALIFORNIA

Signature: *

TONY STORELLI

(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: *

P C & N CONSTRUCTION, INC.

Business Address *

5301 F BYRON HOT SPRINGS RD., BYRON, CA 94514

Class

A

License No. *

771652

DIR Registration No. *

1000002500

Item No. or Description of Work *

39,40,41

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

$102,000.00

Email Address:

TYLERE@PCNCONSTRUCTIONINC.COM

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

Subcontractor: *

CVE DEMOLITION, INC.

Business Address *

4263 N. SELLAND AVE., FRESNO, CA 93722

Class

A,B,C21,C22

License No. *

905631

DIR Registration No. *

1000008301

Item No. or Description of Work *

55

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

$18,996.00

Email Address:

CHUCKJ@CVECORP.COM

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 2

Subcontractor: *

CHAPCO CONSTRUCTION, LLC.

Business Address *

6000 MORTONO ST., SACRAMENTO, CA 95828

Class

A

License No. *

1122875

DIR Registration No. *

2000001412

Item No. or Description of Work *

27,49,50,51,52,53,54,56,57, (58 MOBILIZATION PARTIAL - STRUCTURES ONLY)

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

$1,215,500.00

Email Address:

RICH@CHAPCOCONSTRUCTION.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: *

No bid

Business Address *

No bid

Class

No bid

License No. *

No bid

DIR Registration No. *

No bid

Item No. or Description of Work *

No bid

Dollar Amount:	**OR**	**Percentage of Total Bid:**
No bid		No bid

Email Address:

No bid

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 or 11114 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 *

CAL VALLEY CONSTRUCTION, INC.

By: *

TONY STORELLI

Title *

CHIEF OPERATING OFFICER

Date *

6/5/2025

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:

N/A

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 *

CAL VALLEY CONSTRUCTION, INC.

By *

TONY STORELLI

Date *

6/5/2025

Title *

CHIEF OPERATING OFFICER

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 INSTALLATION 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 *

CAL VALLEY CONSTRUCTION, INC.

By *

Tony Storelli

Date *

6/5/2025

Title *

CHIEF OPERATING OFFICER

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

Proposal 18

NOT USED

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 25-03-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: *

No bid

Name (Printed): *

No bid

Signature: *

No bid

Title: *

No bid

Contractor: *

No bid

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.	I am not enclosing this document because the omission terms have been met.
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.	Disclosure of Lobbying Activities.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.	CAL VALLEY.pdf
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	CAL VALLEY SUBS CARB
8 Required Documents		

Name	Omission Terms	Submitted File
Valid CARB Certification(s) of Reported Compliance - Subcontractors	subject to this regulation.	CERTS.pdf
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	No bid
Not Required Extra Space if needed	Extra space not needed	No bid
Not Required Extra Space if needed	Extra space not needed	No bid
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: Tony Storelli

Title: Chief Operating Officer

Telephone No.: 559-274-0300 Date: 6/5/2025

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

CAL VALLEY 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

3680

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

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: County of Fresno 2. Contract DBE Goal: 21%
3. Project Description: Bridge Removal, Pre-Stressed Concrete Bridge Construction
4. Project Location: Fresno, CA
5. Bidder's Name: Cal Valley Construction, Inc. 6. Prime Certified DBE: ☐ 7. Bid Amount: $3,099,414.80
8. Total Dollar Amount for **ALL** Subcontractors: $1,336,500.00 9. Total Number of **ALL** Subcontractors: 3

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount
27,49-54, 56-58	Concrete structures, 36" CIDH, Prestressing CIP Concrete, Rebar, Channel Lining, Concrete Barrier, Mobilization partial - Structures Only	C5100, C8331, C5105, 237310, 237990, 238110	52778	Chapco Construction, LLC. 6000 Mortono St., Sacramento, CA 95828 916-206-5088	$1,215,500.00

Local Agency to Complete this Section upon Execution of Award	
22. Local Agency Contract Number:	25-03-C
23. Federal-Aid Project Number:	BRLO-5942(237)
24. Bid Opening Date:	6/5/2025
25. Contract Award Date:	6/24/2025
26. Award Amount:	$3,099,414. 80

16. TOTAL CLAIMED DBE PARTICIPATION $ 0.00 → $1,215,500.00
0.00 → 39.22 %

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

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.

Jackie Wongsing	6/24/2025		6/6/2025
27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature	18. Date
Jackie Wongsing	559-600-4543	Tony Storelli	559-274-0300
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name	20. Phone
Staff Analyst		Chief Operating Officer	
31. Local Agency Representative's Title		21. 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.

(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 25-03-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.

Name (Printed): **Tony Storelli**

Signature: _____

Title: **Chief Operations Officer**

Date: 7/2/25

Contractor: **Cal Valley Construction, Inc.**

A G R E E M E N T

THIS AGREEMENT made at Fresno, in Fresno County, California, by and between **Cal Valley 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:

HOUGHTON CANAL BRIDGE REPLACEMENT AT N. CHATEAU FRESNO AVENUE

N. CHATEAU FRESNO AVENUE, 0.5 MILES SOUTH OF BELMONT AVENUE

FEDERAL PROJECT NUMBER: BRLO-5942(237)

CONTRACT NUMBER: 25-03-C

All in strict compliance with the plans, drawings and 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, all of which are 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 2023, 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 **THREE MILLION NINETY-NINE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS AND 80/100 ($3,099,414.80)** 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 shall exceed 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, 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. 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 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 Contract.

The Certificate of Insurance shall be issued to the County of Fresno 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 A.M 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 with the applicable contract number 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.

E. Course of Construction (Builder's All Risk)

Course of Construction Insurance in an amount equal to the Contractor's total bid for the project including the base bid and all additive bid(s), if any, with no coinsurance penalty provision. Full compensation for providing this insurance shall be considered to be included in the contract price bid therefor. **Prior to commencing with construction of the project, the Contractor will be required to provide proof of such insurance.**

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 Contractor'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, **25-03-C**, was awarded by the Board of Supervisors on **June 24, 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 16th day of July, 2025

CAL VALLEY CONSTRUCTION, INC.
(CONTRACTOR)

By _____
Tony Storelli

Title Chief Operations Officer

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

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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 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

Not used. See Specifications Section 8-1.04.

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]

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.

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	19.1 26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA 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 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 shown in 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 County of Fresno:

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 County of Fresno's approval for this submitted information before the prime contractor starts work. The County of Fresno's 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 County of Fresno's 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 County of Fresno 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.

Exhibit B

"General Decision Number: CA20250018 05/23/2025

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
7	05/23/2025

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.

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

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

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)

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 07/01/2024

ALAMEDA & CONTRA COSTA COUNTIES

                                  Rates   Fringes

PIPEFITTER
     CONTRA COSTA COUNTY.....$ 78.00   48.20
PLUMBER, PIPEFITTER,
STEAMFITTER
     ALAMEDA COUNTY.....$ 78.00   48.20

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.

==========

END OF GENERAL DECISION"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/3/2025

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
Edgewood Partners Insurance Center (EPIC) [Fresno Branch - Branch ID 15283] DIV #451
5250 North Palm Avenue Ste 220
Lic#0B29370
Fresno CA 93704

CONTACT NAME: Certificates Department
PHONE (A/C, No, Ext): 925-244-7700 **FAX (A/C, No):** 925-901-0671
E-MAIL ADDRESS: EPICcerts@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Scottsdale Insurance Company	41297
INSURER C : Great American Insurance Company	16691
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CALVALL2
Cal Valley Construction, Inc.
5125 N. Gates Ave., Ste 102
Fresno, CA 93722-6414

COVERAGES **CERTIFICATE NUMBER:** 830089114 **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: POLICY X PRO-JECT LOC OTHER:	Y	Y	GLO110087708	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP110087808	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			XLS2006476	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC110087608	3/1/2025	3/1/2026	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
C	Excess 10M X 5M			TUEF30171600	3/1/2025	3/1/2026	Each Occ/Agg	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Attached forms will apply when required by written contract.

RE: HOUGHTON CANAL BRIDGE REPLACEMENT AT N. CHATEAU FRESNO AVENUE, Bridge # 42C0695.
ADDITIONAL INSURED: the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured.

*30 Day Notice of Cancellation Applies

CERTIFICATE HOLDER

County of Fresno
Dept of Public Works and Planning
2220 Tulare St., 6th 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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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. **GL0110087708**	Effective Date: **03/01/2025 to 03/01/2026**

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

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(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory Insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

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F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): A General Aggregate Limit applies to each construction project where the Named Insured is performing operations, however, a General Aggregate Limit does not apply to any construction project where the Named Insured is performing operations that are insured under a wrap up or any other consolidated or similar insurance program.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 1100878-08	03/01/2025	03/01/2026		10280000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION	

County of Fresno

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

July 18, 2025

Tony Storelli, C.O.O.
Cal Valley Construction, Inc.
5125 N. Gates Avenue #102
Fresno, CA 93722

Transmitted by email to: estimating@calvalleyconstruction.com

Subject: Notice of Approval, Houghton Canal Bridge Replacement at N. Chateau Fresno Avenue
Contract No. 25-03-C

Dear Tony Storelli:

The contract between your firm and the County of Fresno for the referenced project became operative on July 16, 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 20250587980 is assigned to Contract No. 25-03-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

Bond No. EACX4050614

Premium $28,736.00

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Cal Valley Construction, Inc.
5125 N. Gates Ave. Suite 102
Fresno, CA. 93722

SURETY:
(Name, legal status and principal place of business)

Endurance Assurance Corporation
455 Market Street, suite 900
San Francisco, CA. 94105

Mailing Address for Notices

455 Market Street, suite 900
San Francisco, CA. 94105

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
2281 Tulare Street, Suite 304
Fresno, CA. 93721

CONSTRUCTION CONTRACT
Date:

Amount: $ 3,099,414.80 - Three Million Ninety Nine Thousand Four Hundred Eighteen Dollars & 80/100

Description:
(Name and location) HOUGHTON CANAL BRIDGE REPLACEMENT AT N. CHATEAU FRESNO AVENUE N. CHATEAU FRESNO AVENUE, 0.5 MILES SOUTH OF BELMONT AVENUE, FEDERAL PROJECT NUMBER: BRLO-5942(237), CONTRACT NUMBER: 25-03-C

BOND
Date: July 2, 2025
(Not earlier than Construction Contract Date)

Amount: $ 3,099,414.80 - Three Million Ninety Nine Thousand Four Hundred Eighteen Dollars & 80/100

Modifications to this Bond: [X] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: Cal Valley Construction, Inc. *(Corporate Seal)*

Signature: _____
Name and Title: Tony Stefelli COO

SURETY Endurance Assurance Corporation
Company: *(Corporate Seal)*

Signature: _____
Name and Title: Lyn Genito 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:

Alliant Insurance Services, Inc.
9 E. River Park Place East, 3rd Floor
Fresno, CA. 93720

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:
Address

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:
Address

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **Civil Code § 1189**

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)
) ss
County of Fresno)

On 01-02-2025, before me, Kim Wilson, Notary Public, personally appeared Lyn Genito, 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.

KIM WILSON
Notary Public - California
Fresno County
Commission # 2409128
My Comm. Expires Jul 23, 2026

Signature: _____

(Seal) Kim Wilson, Notary Public

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

2697

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Steven P. Edwards, Lyn Genito, Kim Wilson, Bonnie Gonzalez** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate"

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

   and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 25 day of July, 2023.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency" OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons" This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

PAYMENT BOND - PUBLIC WORK
SECTIONS 3247 - 3252, CIVIL CODE
(CALIFORNIA)

Endurance Assurance Corporation **SURETY COMPANY**

Bond No. EACX4050614
Premium: included in performance bond

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, The County of Fresno has awarded to Cal Valley Construction, Inc.,

as Contractor, a contract for the work described as follows: HOUGHTON CANAL BRIDGE REPLACEMENT AT N. CHATEAU FRESNO AVENUE N. CHATEAU FRESNO AVENUE, 0.5 MILES SOUTH OF BELMONT AVENUE, FEDERAL PROJECT NUMBER: BRLO-5942(237), CONTRACT NUMBER: 25-03-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 $ 3,099,414.80, 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 2nd day of July, 2025

Cal Valley Construction, Inc.

Tony Storetti, COO

Contractor

Endurance Assurance Corporation **SURETY COMPANY**

By

Lyn Genito, Attorney in Fact

S-2061-B (07-97)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **Civil Code § 1189**

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)
) ss
County of Fresno)

On 07-02-2025, before me, Kim Wilson, Notary Public, personally appeared Lyn Genito, 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.

KIM WILSON
Notary Public - California
Fresno County
Commission # 2409128
My Comm. Expires Jul 23, 2026

Signature: _____

(Seal) Kim Wilson, Notary Public

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

2697

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Steven P. Edwards, Lyn Genito, Kim Wilson, Bonnie Gonzalez** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate"

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

   and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 25th day of May, 2023.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency" OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons" This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.