

**General Info**

Alt Total: \$25,000.00

**Total:**

\$363,833.00

Number	Description
25-01-CD	CSA 44A Wastewater Facility Improvements
<b>Deadline</b>	The work to be done consists, in general, of the replacement of the lift station basin and pumps with all necessary appurtenant work, including connection to the existing lift station panel for a new fully functional lift station, installation of a new sludge digester tank, and installation of miscellaneous piping and valves. This project contains additive items including replacement of the entrance chain link access gate.
07/24/2025 02:00 PM PDT	
<b>Vendor</b>	
W. M. Lyles Co.	
<b>Submitted</b>	
07/24/2025 01:39 PM PDT	Community Development Block Grant Project Number: 21271
<b>Signed by</b>	<b>Allows zero unit prices and labor</b>
Kenneth D. Strosnider	No
<b>Account Holder</b> Scott Fults	<b>Allows negative unit prices and labor</b>
<b>Opened</b>	No
07/24/2025 02:10 PM PDT <b>By</b> jbnavarro@fresnocountyca.gov	

# Attachment List

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

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Specifications (3 MB)  
Specifications (3 MB)

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Plans (5 MB)  
Plans (5 MB)

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Addendum 1  
Addendum 1

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Addendum 2  
Addendum 2

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# Proposal to the County of Fresno - Proposal 1

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Proposal to the County of Fresno

hereinafter called the Owner

CSA 44A WASTEWATER FACILITY IMPROVEMENTS

CDBG PROJECT NUMBER 21271

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. 11331, entitled: "County Service Area 44A Wastewater Facility Improvements".

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 - Base Bid - Proposal 2

\$338,833.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
1	20,000	\$	SUPPLEMENTAL WORK	\$1.00	\$20,000.00
2	1	LS	MOBILIZATION, INSURANCE AND BONDS	\$25,000.00	\$25,000.00
3	1	LS	PREPARE & IMPLEMENT WATER POLLUTION CONTROL PROGRAM	\$7,500.00	\$7,500.00
4	1	LS	CONSTRUCTION SITE MANAGEMENT	\$5,000.00	\$5,000.00
5	1	LS	TRAFFIC CONTROL	\$1,500.00	\$1,500.00
6	1	LS	DEMOLITION OF EXISTING LIFT STATION AND VALVE VAULT	\$57,300.00	\$57,300.00
7	1	LS	FURNISH AND INSTALL NEW LIFT STATION , PUMPS AND CRANE	\$71,600.00	\$71,600.00
8	1	LS	FURNISH AND INSTALL SLUDGE DIGESTER TANK	\$25,100.00	\$25,100.00
9	1	LS	MINOR CONCRETE - SLUDGE DIGESTER TANK CONCRETE PAD	\$22,056.00	\$22,056.00
10	1	LS	MINOR CONCRETE - CONTROL VALVES CONCRETE PAD	\$11,300.00	\$11,300.00
					Total: \$338,833.00



Item No.	Quantity	Unit	Item Description	Item Price	Extension
11	1	LS	MISCELLANEOU S PIPE, VALVES AND APPURTENAN CES	\$47,900.00	\$47,900.00
12	1	LS	ELECTRICAL AND CONTROL	\$15,577.00	\$15,577.00
13	1	LS	PERMANENT CHAINLINK FENCE	\$29,000.00	\$29,000.00
					<b>Total: \$338,833.00</b>

Bid Item List - Additive - Proposal 2

\$25,000.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
Alternate: Owner-agency may award independently from entire bid.					
14	1	LS	CHAINLINK GATE REPLACEMENT	\$25,000.00	\$25,000.00
				Alternate Total: \$25,000.00	
				Total: \$25,000.00	

## Evaluation of Bid Item List - Proposal 3

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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

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**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.

<b>Electronic Bid Bond</b>		
<b>Bond ID *</b>	<b>Surety Agency *</b>	<b>Verify Bid Bond *</b>
83A8-A344-EDA9-3D62	Tinubu Surety (formerly SurePath)	Bid bond verification has been completed.
<b>Surety State *</b>	<b>Principal *</b>	
MS	W.M. Lyles Co	

# Addendum Acknowledgement - Proposal 4

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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 \*

7/17/25

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

Addendum No. \*

2

Dated \*

7/23/25

# Bidder Signature - Proposal 4

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**Business Name \***

W. M. Lyles Co.

*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 \***

Kenneth D. Strosnider, President/Treasurer/Manager  
Ruben Moreno Jr., 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,B

**Contractor License No. \*      Expires \***

422390                              05/31/2026

**DIR Registration Number \***

1000001448

**Business Address \***

525 W. Alluvial Avenue, Fresno, CA

**Zip Code \***

93711

**Mailing Address \***

P.O. Box 28130, Fresno, CA

**Zip Code \***

93729

**Business Phone \***

(559) 441-1900

**Fax Number**

(559) 487-7949

**E-mail Address \***

kstrosnider@wmlylesco.com

**Signature of Bidder \***

Kenneth D. Strosnider

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

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**CDBG PROJECT NUMBER: 21271**

To the County of Fresno:

### **NON-COLLUSION DECLARATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID\*

The undersigned declares:

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

Corporate Officer

**If Corporate Officer please list Title:**

President

**of (Business Name): \***

W.M. Lyles Co.

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: \***

07/21/2025

**at City, State: \***

Fresno, CA

**Signature: \***

Kenneth D. Strosnider



(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

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### 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. 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: \***  
Strategic Mechanical Inc.

**Business Address \***  
4661 East Commerce Avenue, Fresno, CA

**Class**  
C-10

**License No. \***  
834679

**DIR Registration No. \***  
1000001726

**Item No. or Description of Work \***  
Electrical

**Dollar Amount:**

**OR**

**Percentage of Total Bid:**  
4%

**Email Address:**  
dтитus@strategicmech.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:** \*

Wm B. Saleh Company

**Business Address** \*

1364 N. Jackson Ave., Fresno, CA

**Class**

C-33

**License No.** \*

268108

**DIR Registration No.** \*

1000003170

**Item No. or Description of Work** \*

Painting

**Dollar Amount:**

OR

**Percentage of Total Bid:**

3.00%

**Email Address:**

mark@salehcompany.com

## Subcontractors - Proposal 8(c)

Optional: Vendor is not required to complete.

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

**Subcontractor:** \*

Yukon Fencing

**Business Address** \*

340 Renfro Rd., Bakersfield, CA

**Class**

C-13

**License No.** \*

769187

**DIR Registration No.** \*

1000010546

**Item No. or Description of Work** \*

Fencing

**Dollar Amount:**

OR

**Percentage of Total Bid:**

5.00%

**Email Address:**

yukonfence@gmail.com

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

**Subcontractor:** \*

Pacific Steel Group

**Business Address** \*

4805 Murphy Canyon Rd., San Diego, CA

**Class**

C-50

**License No.** \*

997880

**DIR Registration No. \***

1000004101

**Item No. or Description of Work \***

Rebar

**Dollar Amount:**                      **OR**

**Percentage of Total Bid:**

1.00%

**Email Address:**

j.harautuneian@pacificsteelgroup.com

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

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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**

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The bidder or proposed subcontractor hereby certifies that they

**Please choose an option below \***

have participated

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

**Please select an option below \***

have filed

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

**Company \***

W. M. Lyles Co.

**By: \***

Kenneth D. Strosnider

**Title \***

President

**Date \***

07/21/2025

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

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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 \***

W.M. Lyles Co.

**By \***

Kenneth D. Strosnider

**Date \***

07/21/2025

**Title \***

President

## Nonlobbying Certification For Federal-Aid Contracts - Proposal 12

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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 \***

W. M. Lyles Co.

### **By \***

Kenneth D. Strosnider

### **Date \***

07/21/2025

### **Title \***

President

## Disclosure of Lobbying Activities- Proposal 13

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

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# Certification of Payments to Influence Federal Transactions - Proposal 14

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Certification of Payments to Influence Federal Transactions (290 KB)  
Certification of Payments to Influence Federal Transactions

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# Statement of Workforce Needs - Proposal 15

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Statement of Work Force Needs.pdf (691 KB)  
Statement of Work Force Needs (Optional)

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**Proposal 16-18**

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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 25-01-CD

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: \*

7/21/25

Name (Printed): \*

Kenneth D. Strosnider

Signature: \*

Kenneth D. Strosnider

Title: \*

President

Contractor: \*

W.M. Lyles Co.

Additional Documents (Use if needed)

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

## Required Documents

Name	Omission Terms	Submitted File
Electronic Bid Bond - Scan of Bid Bond Scan of Notarized Paper Bid Bond with original due by 4pm on the 5th calendar day after the bid opening.	I have already provided a bid bond, i.e. through an electronic Surety above or to the public works office prior to the deadline.	Bid Bond.pdf
CARB Certification of Reported Compliance - Bidder - Proposal 9 Valid CARB Certification of Reported Compliance - Bidder	Does not have a fleet subject to this regulation.	WML CARB Cert.pdf
CARB Certification(s) of Reported Compliance - Subcontractors - Proposal 9 Valid CARB Certification(s) of Reported Compliance - Subcontractors	Due by 4pm on the 5th calendar day after bid opening or no listed subcontractors have a fleet subject to this regulation.	Yukon Carb Cert.pdf
OMB 0348-0046 Disclosure of Lobbying Activities - Proposal 13 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352	Submit disclosure if needed.	Disclosure of Lobbying Activities - Propal 13.pdf
Certification of Payments to Influence Federal Transactions - Proposal 14 Certification of Payments to Influence Federal Transactions		Certification of Payments - Proposal 14.pdf
Statement of Work Force Needs - Proposal 15 Statement of Work Force Needs (Optional)	Due by time of contract award	Statement of Workforce Needs - Proposal 15.pdf
<b>6 Required Documents</b>		



2200 Renaissance Blvd. Ste. 400  
King of Prussia, PA 19406-2755  
Ph. (610) 832-8240

## BID BOND

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we W. M. Lyles Co.

Liberty Mutual Insurance Company, as principal (the "Principal"), and  
"Surety"), are held and firmly bound unto County of Fresno

as obligee (the "Obligee"), in  
the penal sum of Ten Percent of Amount Bid

Dollars (\$ 10%),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: CSA 44A Wastewater Facility Improvements

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligor under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. 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 apply.

DATED as of this 15th day of July, 2025.

W. M. Lyles Co.  
(Principal)

By: (Signature) (Seal)

Name: Kenneth D. Strosnider  
Title: President

**Liberty Mutual Insurance Company**  
(Surety)

By: (Signature)  
Bonnie Gonzalez Attorney-in-Fact



## ACKNOWLEDGMENT

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

State of California

County of Fresno )

On July 21, 2025 before me, Rima Runtzel, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

Rima Runtzel

(Seal)



**Civil Code § 1189**

State of California )  
 ) ss  
County of Fresno )

WITNESS my hand and official seal.



Kim Wilson, Notary Public



## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Bonnie Gonzalez all of the city of Fresno, state of CA, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: W. M. Lyles Co.

Obligee Name: County of Fresno

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 15th day of July, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

#### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

#### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of July, 2025.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



California Environmental Protection Agency  
**Air Resources Board**

January 1, 2025

**CERTIFICATE OF REPORTED COMPLIANCE  
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

**LYLES CONSTRUCTION GROUP**

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 24499. All applicable vehicles owned by the individual company, or agency must be reported and labeled as specified in Section 24499, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

  
John K. Brown  
Chief, Motor Source Control Division  
California Air Resources Board

Off-road Diesel Fleet Identification

933

To verify the authenticity of this certificate, enter this number at  
[http://www.arb.ca.gov/doors/compliance\\_cert1.html](http://www.arb.ca.gov/doors/compliance_cert1.html)

### FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☒ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder:

Yukon Fence Co.

Signature:



Name:

Tommy Simmons

Title:

Project Manager

Date:

7-24-25



## Vehicle Compliance Certification

Issue Date: 6/13/2025

Start Date: 6/13/2025

Expiration Date: 6/30/2026



Certification ID: VCC1004773019

### Vehicle Information

Vehicle Identification Number (VIN): 3C63R3GL6GG117406

Vehicle License Plate: 98820X1

Vehicle Make:

Vehicle Model Year: 2016

Vehicle Model:

### Business Information

Company/Entity Name: Yukon Fence Co. Inc.

Entity ID: E102416

Primary Address: 2810 Case St, Bakersfield, CA 93308, USA

CARB reserves the right to invalidate this certificate if the vehicle is found violating the Clean Truck Check requirements prior to the certificate expiration date.

Future certificates may be denied if the vehicle has any outstanding CARB Enforcement actions.

Non-compliant vehicles could also have their registration denied by the Department of Motor Vehicles.

This compliance certificate does not exempt the vehicle from emissions-related inspection or audit.

For more information on Clean Truck Check, visit <https://ww2.arb.ca.gov/cleantruckcheck>.

To verify this certification: <https://cleantruckcheck.arb.ca.gov>.

CARB's Clean Truck Check team can be reached at [hdim@arb.ca.gov](mailto:hdim@arb.ca.gov).



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

**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

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 1/31/2027)

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-3000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

W. M. Lyles Co.

Program/Activity Receiving Federal Grant Funding

CSA 44A WASTEWATER FACILITY IMPROVEMENTS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NUMBER: 21271

The undersigned certifies, 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

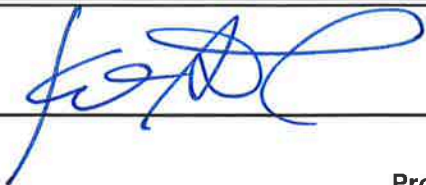
Name of Authorized Official

Kenneth D. Strosnider

Title

President

Signature



Date (mm/dd/yyyy)

7-21-25

## STATEMENT OF WORK FORCE NEEDS

(See following for instructions)

☐ Preliminary (Anticipated)

☐ Final (Completion)

PROJECT: CSA 44A Wastewater Facility Improvements  
Community Development

Contract No. 25-01-CD

CDBG No. 21271

### Part I: Employment and Training

A. Job Category	NEW HIRES FOR THIS PROJECT			AGGREGATE WORK FORCE	
	B. Total Number of New Hires	C. No. of Lower Income New Hires	D. % of Total Staff Hours of New Hires that are Lower Income	E. % of Total Staff Hours for Lower Income Employees & Trainees	F. Number of Lower Income Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List)					
Trade					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

BIDDER: W. M. Lyles Co.

BY:  DATE: 7-21-25

TITLE: President

Page 1 of 2

## STATEMENT OF WORK FORCE NEEDS

(See following for instructions)

☐ Preliminary (Anticipated)

☐ Final (Completion)

PROJECT: CSA 44A Wastewater Facility Improvements  
Community Development

Contract No. 25-01-CD

CDBG No. 21271

### Part II: Contracts Awarded

#### 1. Construction Contracts

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	


#### 2. Non-Construction Contracts

A. Total dollar amount of non-construction contracts awarded on the project	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

### Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by this project, to the greatest extent feasible, toward low and very-low income persons, particularly those who are recipients of government assistance for housing. (Check all that apply)

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the County, or similar methods.
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the project is located.
- ☐ Other; describe below.

BIDDER: W. M. Lyles Co.  
BY:  DATE: 7-25-25  
TITLE: President

Page 2 of 2



## INSTRUCTIONS FOR STATEMENT OF WORK FORCE NEEDS

This form must be completed and submitted by the Bidder prior to award of the Contract. Award may be expedited if the form is submitted with the Bid. Failure to submit the form prior to award will result in rejection of the bid.

The form will also be submitted by the Prime Contractor upon completion of the project.

When submitting with bid or prior to award, enter anticipated work force needs. When submitting at project completion, enter actual work force used.

Contractors on this project are subject to Section 3 requirements and must maintain appropriate documentation to establish that HUD financial assistance for the project was directed toward low- and very-low income persons.\*

### **Part I: Employment and Training**

A. Job Category	For construction positions, list each trade and provide data in Columns B-F for each trade where persons were employed.
B. Number of New Hires	Enter the number of new hires for each category of workers identified in Column A. New hire refers to a person who is not on the contractor's payroll for employment at the time of Selection for the Section 3 covered award.
C. Number of Lower Income New Hires	Enter the number of lower income new hires for each category of workers identified in Column A.
D. Percentage of Lower Income New Hire Staff Hours	Enter the percentage of all the staff hours of new hires worked by lower income new hires. Include staff hours for part-time and full-time positions.
E. Percentage of Total Staff Hours for Lower Income Employees & Trainees	Enter the percentage of the total staff hours worked by lower income employees and trainees. Include staff hours for part-time and full-time positions.
F. Number of Lower Income Trainees	Enter the number of lower income persons that were trained in connection with this project.

### **Part II: Construction Contracts**

Where referenced, Section 3 businesses are defined in HUD's regulations at 24 CFR 135 as businesses which meet at least one of the criteria listed below:

1. A business that is at least 51 percent owned by Section 3 residents.
2. A business whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents.
3. A business that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in criteria 1 or 2.

### **Part III: Summary of Efforts - Self-explanatory**

\* For purposes of this Section 3 covered project, "lower income residents" means any individual who resides within the area of a Section 3 covered project, and whose family income does not exceed that shown in the table below.

PROJECT AREA FRESNO COUNTY	NUMBER OF PERSONS IN FAMILY							
	1	2	3	4	5	6	7	8
80% of Median Income=	52,600	60,100	67,600	75,100	81,150	87,150	93,150	99,150

Bid Summary  
Fresno County Department of Public Works and Planning

Project: CSA 44A WASTEWATER FACILITY IMPROVEMENTS  
Contract No.: 25-01-CD

Bid Opening: 7/24/2025  
Scheduled Award Date: 09/09/25

Bidders				W. M. Lyles Co.				Shaver Lake Construction Inc.				Walsh Montgomery Construction, Inc.				HPS Mechanical, Inc.				Ace High Engineering				Dawson-Mauldin, LLC			
1 W. M. Lyles Co., 525 W. Alluvial Avenue, Fresno, CA 93711 2 Shaver Lake Construction Inc., 41681 Tollhouse Road, Shaver Lake, CA 93664 3 Walsh Montgomery Construction, Inc., 1477 Menlo Ave, Clovis, CA 93611 4 HPS Mechanical, Inc., 3100 E Belle Terrace, Bakersfield, CA 93307 5 Ace High Engineering, 26970 Marsh Creek Rd, Brentwood, CA 94513-4209 6 Dawson-Mauldin, LLC, 3410 McCall Ave. Suite 106, Selma, CA 93662				<u>Subcontractors</u> Strategic Mechanical Inc. Wm B. Saleh Company Yukon Fencing Pacific Steel Group				<u>Subcontractors</u> DKMLR Enterprises INC dba Russell Construction Fresno Fence Connection				<u>Subcontractors</u> Telstar Instruments Kerb Appeal Inc. DBA Kerb Appeal Fenceworks				<u>Subcontractors</u> Arguello Concrete Construction, Inc.				<u>Subcontractors</u> National Coating & Lining Electric Remedy Fresno Fence Connection				<u>Subcontractors</u> Fresno Fence Connections Pacific Steel Group Strategic Mechanical WM B Saleh			
BASE BID ITEMS				Engineer's Estimate		1		2		3		4		5		6											
ITEM NO.	QUANTITY	UNIT OF MEASURE	ITEM DESCRIPTION	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)										
1	20,000	\$	SUPPLEMENTAL WORK	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00										
2	1	LS	MOBILIZATION, INSURANCE AND BONDS	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$42,886.55	\$42,886.55	\$38,000.00	\$38,000.00	\$12,000.00	\$12,000.00	\$58,755.00	\$58,755.00	\$49,000.00	\$49,000.00										
3	1	LS	PREPARE & IMPLEMENT WATER POLLUTION CONTROL PROGRAM	\$1,500.00	\$1,500.00	\$7,500.00	\$7,500.00	\$8,280.00	\$8,280.00	\$3,100.00	\$3,100.00	\$2,500.00	\$2,500.00	\$23,743.00	\$23,743.00	\$5,000.00	\$5,000.00										
4	1	LS	CONSTRUCTION SITE MANAGEMENT	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$82,967.50	\$82,967.50	\$13,300.00	\$13,300.00	\$21,000.00	\$21,000.00	\$45,641.00	\$45,641.00	\$84,000.00	\$84,000.00										
5	1	LS	TRAFFIC CONTROL	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$4,371.15	\$4,371.15	\$4,650.00	\$4,650.00	\$800.00	\$800.00	\$34,572.00	\$34,572.00	\$500.00	\$500.00										
6	1	LS	DEMOLITION OF EXISTING LIFT STATION AND VALVE VAULT	\$65,000.00	\$65,000.00	\$57,300.00	\$57,300.00	\$38,253.28	\$38,253.28	\$81,200.00	\$81,200.00	\$48,000.00	\$48,000.00	\$23,064.00	\$23,064.00	\$30,000.00	\$30,000.00										
7	1	LS	FURNISH AND INSTALL NEW LIFT STATION , PUMPS AND CRANE	\$260,000.00	\$260,000.00	\$71,600.00	\$71,600.00	\$88,163.20	\$88,163.20	\$95,300.00	\$95,300.00	\$140,000.00	\$140,000.00	\$101,461.00	\$101,461.00	\$134,000.00	\$134,000.00										
8	1	LS	FURNISH AND INSTALL SLUDGE DIGESTER TANK	\$8,500.00	\$8,500.00	\$25,100.00	\$25,100.00	\$37,873.24	\$37,873.24	\$29,330.00	\$29,330.00	\$37,000.00	\$37,000.00	\$26,593.00	\$26,593.00	\$30,000.00	\$30,000.00										
9	1	LS	MINOR CONCRETE - SLUDGE DIGESTER TANK CONCRETE PAD	\$6,000.00	\$6,000.00	\$22,056.00	\$22,056.00	\$15,942.16	\$15,942.16	\$15,800.00	\$15,800.00	\$9,994.00	\$9,994.00	\$10,989.00	\$10,989.00	\$18,000.00	\$18,000.00										
10	1	LS	MINOR CONCRETE - CONTROL VALVES CONCRETE PAD	\$6,000.00	\$6,000.00	\$11,300.00	\$11,300.00	\$10,006.44	\$10,006.44	\$7,800.00	\$7,800.00	\$4,800.00	\$4,800.00	\$9,264.00	\$9,264.00	\$9,000.00	\$9,000.00										
11	1	LS	MISCELLANEOUS PIPE, VALVES AND APPURTNENANCES	\$25,000.00	\$25,000.00	\$47,900.00	\$47,900.00	\$30,344.71	\$30,344.71	\$55,000.00	\$55,000.00	\$85,000.00	\$85,000.00	\$59,534.00	\$59,534.00	\$61,000.00	\$61,000.00										
12	1	LS	ELECTRICAL AND CONTROL	\$20,000.00	\$20,000.00	\$15,577.00	\$15,577.00	\$4,397.37	\$4,397.37	\$41,200.00	\$41,200.00	\$42,000.00	\$42,000.00	\$25,229.00	\$25,229.00	\$15,000.00	\$15,000.00										
13	1	LS	PERMANENT CHAINLINK FENCE	\$2,000.00	\$2,000.00	\$29,000.00	\$29,000.00	\$15,515.69	\$15,515.69	\$15,800.00	\$15,800.00	\$8,500.00	\$8,500.00	\$11,611.00	\$11,611.00	\$10,000.00	\$10,000.00										
TOTAL BASE BID ITEMS (ITEMS 1-13)				\$447,000.00		\$338,833.00		\$399,001.29		\$420,480.00		\$431,594.00		\$450,456.00		\$465,500.00											
ADDITIVE 1				Engineer's Estimate		1		2		3		4		5		6											
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM DESCRIPTION	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)										
14	1	LS	CHAINLINK GATE REPLACEMENT	\$7,000.00	\$7,000.00	\$25,000.00	\$25,000.00	\$1,070.85	\$1,070.85	\$21,600.00	\$21,600.00	\$14,000.00	\$14,000.00	\$10,771.00	\$10,771.00	\$8,800.00	\$8,800.00										
TOTAL ADDITIVE 1 (ITEM 14)				\$7,000.00		\$25,000.00		\$1,070.85		\$21,600.00		\$14,000.00		\$10,771.00		\$8,800.00											
TOTAL BASE BID + ADDITIVE 1 (BID ITEMS 1 THROUGH 14)				\$454,000.00		\$363,833.00		\$400,072.14		\$442,080.00		\$445,594.00		\$461,227.00		\$474,300.00											

# SPECIFICATIONS

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## CSA 44A WASTEWATER FACILITY IMPROVEMENTS

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT  
NUMBER: 21271

BUDGET / ACCOUNT: 9244 / 0870 / 16400



---

*Department of Public Works and Planning*

Contract Number 25-01-CD



# County of Fresno

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

July 17, 2025

Contract No. 25-01-CD

**ADDENDUM NO. 1** to CSA 44A WASTEWATER FACILITY IMPROVEMENTS, revising the Bidding and Contract Documents as follows:

## TABLE OF CONTENTS

No changes

## NOTICE TO BIDDERS

Pre-Bid Conference:

### **DELETE:**

10:00 A.M. on Tuesday, July 9, 2025

### **REPLACE with:**

10:00 A.M. on Wednesday, July 9, 2025

### **DELETE:**

Federal Minimum Wage Rate:

General Decision Number CA20250018,  
Dated 6/06/2025

### **REPLACE with:**

Federal Minimum Wage Rate:

General Decision Number CA20250018,  
Dated 7/11/2025

## SPECIAL PROVISIONS

Cover Page

### **DELETE:**

BUDGET / ACCOUNT: 9244 / 0870 / 16400

### **REPLACE with:**

BUDGET / ACCOUNT: 7205 / 7885 / 00585

### Section 3-1.04B AWARD PERIOD

**DELETE:**

If the Department awards the contract, the award is made to the lowest responsible bidder within 68 calendar days after bid opening.

**REPLACE with:**

If the Department awards the contract, the award is made to the lowest responsible bidder within 90 calendar days after bid opening.

### **FEDERAL REQUIREMENTS**

No changes

### **PROPOSAL/BID BOOK: PAPER**

Cover Page

**DELETE:**

BUDGET / ACCOUNT: 9244 / 0870 / 16400

**REPLACE with:**

BUDGET / ACCOUNT: 7205 / 7885 / 00585

### **PROPOSAL/BID BOOK: BID EXPRESS**

No changes

### **AGREEMENT**

No changes

### **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.

---



7/16/25

Date Signed

Sebastian Artal

Digitally signed by Sebastian Artal  
DN: C=US,  
E=sartal@fresnocountyca.gov,  
O=County of Fresno, OU=Public  
Works and Planning, CN=Sebastian  
Artal  
Date: 2025.07.16 12:03:27-07'00'

**Supervising Engineer:** \_\_\_\_\_

Sebastian Artal, PE C76724

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



# County of Fresno

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

July 23, 2025

Contract No. 25-01-CD

**THIS ADDENDUM DOES NOT NEED TO BE ACKNOWLEDGED IN ORDER TO REMAIN RESPONSIVE**

**ADDENDUM NO. 2** to CSA 44A WASTEWATER FACILITY IMPROVEMENTS, revising the Bidding and Contract Documents as follows:

## **TABLE OF CONTENTS**

No changes

## **NOTICE TO BIDDERS**

No changes

## **SPECIAL PROVISIONS**

No changes

## **FEDERAL REQUIREMENTS**

No changes

## **PROPOSAL/BID BOOK: PAPER**

No changes

## **PROPOSAL/BID BOOK: BID EXPRESS**

Update Required Documents - Statement of Work Force Needs – Proposal 15  
Omission Terms to include: Due by time of contract award

## **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.  
-----



07/23/25

\_\_\_\_\_  
Date Signed

Sebastian Artal

Digitally signed by Sebastian Artal  
DN: C=US,  
E=sartal@fresnocountyca.gov,  
O=County of Fresno, OU=Public Works  
and Planning, CN=Sebastian Artal  
Date: 2025.07.23 16:29:08-0700

**Supervising Engineer:** \_\_\_\_\_

Sebastian Artal, PE C76724

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



# **TABLE OF CONTENTS**

## **COVER SHEET**

## **COUNTY ADOPTION AND ACKNOWLEDGMENT**

Engineer's Signature

## **NOTICE TO BIDDERS**

## **SPECIAL PROVISIONS**

## **FEDERAL REQUIREMENTS**

Federal Requirements for Federal Aid Construction Projects  
CDBG Provisions  
HUD 1040 Form  
Section 3 Clause

## **PROJECT DETAILS / DRAWINGS**

Location Map  
Lift Station Control Enclosure Schematic  
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  
CDBG Forms  
Statement of Workforce Needs  
Guaranty

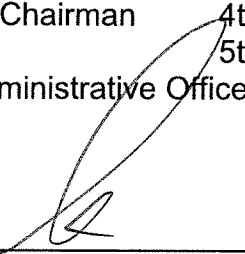
## **AGREEMENT**

Agreement  
Exhibit A – Minimum Federal Wage Rates Determination

## **PLANS**

**COUNTY ADOPTION AND ACKNOWLEDGEMENT**  
**PROJECT: CSA 44A WASTEWATER FACILITY IMPROVEMENTS**  
**CONTRACT NUMBER: 25-01-CD**

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

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

6/24/25  
Date



Date Signed: 6/24/25

**Supervising Engineer:** \_\_\_\_\_

  
Sebastian Artal, PE 76724

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

**NOTICE TO BIDDERS**

Contract Name: **CSA 44A WASTEWATER FACILITY IMPROVEMENTS**

Project Location: **36°58'55.9"N 119°42'50.2"W**

Contract Number: **25-01-CD**

Bid Opening Date & Time: Thursday, July 24, 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 the replacement of the lift station basin and pumps with all necessary appurtenant work, including connection to the existing lift station panel for a new fully functional lift station, installation of a new sludge digester tank, and installation of miscellaneous piping and valves. This project contains additive items including replacement of the entrance chain link access gate.

Pre-bid Conference: Not Mandatory  
10:00 A.M. on Tuesday, July 9, 2025  
Meet at southwest corner of Parker Street and  
Countryside Lane, Friant, CA 93626

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/25-01-CD-CSA-44A-Wastewater-Facility-Improvements/Request-for-Clarification-Form>  
no later than 2:00 p.m. on the seventh (7th) calendar day before bid opening

Bid Submission Questions: [DesignServices@fresnocountyca.gov](mailto:DesignServices@fresnocountyca.gov)  
(559) 353-4919 or (559) 600-4528

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: \$430,000 - \$480,000

Working Days (Subsection 8-1.04C): First order of work within fifteen (15) working days

Second order of work within twenty (20) working days

If additive awarded, five (5) additional working days

Required Valid California Contractor's License:

Class A (General Engineering)

CDBG Project Number:

21271

Federal Minimum Wage Rate:

General Decision Number CA20250018,  
Dated 6/06/2025

**Basis of Bid:** Bids are required for the entire work described herein, including a bid for the base bid and a bid for each of the additive bids. The total amount of the base bid and additive bid is the cumulative sum of the bid amounts listed for the individual line items. Bids will be compared, for purposes of identifying the apparent low bidder for proposed award of the project, on the basis of the total of the base bid plus the total of all additive bids; provided however, that the ultimate scope of the project, as subsequently determined by the Board of Supervisors at the time of award, may or may not include all or any of the additive bids.

**Project Details:** Electronic copies, in ".pdf" file format, of the official project plans and specifications, bid books and proposal sheets, 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 Community Development Block Grant.

**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](http://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 and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, Community Development Block Grant Program, and subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701U.

Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended and as specified in the project specifications.

All pages of the Preliminary (Anticipated) Statement of Work Force Needs form, contained in the project specifications, will be required to be completed and submitted prior to award. All pages of the Final (Completion) Statement of Work Force Needs form shall also be required to be completed and submitted upon completion of construction.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages, which under Labor Code Section 1773.1 are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. Said wages are available at the Department of Public Works and Planning, Design Division, Design Services Section or on the State of California Department

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.

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 Housing and Urban Development (HUD) provides a toll-free "hotline" service to report bid rigging activities, 1-800-347-3735. 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 HUD's continuing effort to identify and investigate fraud, waste,

and abuse and is operated under the direction of the HUD Office of Inspector General (OIG). 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: June 24, 2025



# **Special Provisions**

# DIVISION I GENERAL PROVISIONS

## 1 GENERAL

### 1-1.01 GENERAL

#### Add to the beginning of Section 1:

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

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

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

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

#### Add to the end of section 1-1.01:

#### Refer to Section 9-1.08 Explanation of Bid Items

#### Add to the 1st table of section 1-1.06:

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

#### Add to section 1-1.06:

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

#### Add or Replace items in Section 1-1.07 with:

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

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

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

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

**Caltrans:** State of California Department of Transportation

**County:** The County of Fresno

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

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

**Director:** Department's Chairman

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

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

**holiday:** Holiday shown in the following table:

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

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

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

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

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

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

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

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

**Replace Section 1-1.08 with:**

#### **1-1.08 DISTRICTS**

Not Used

**Add to the end of Section 1-1.09**

This project is not in a freeze-thaw area.

**Replace Section 1-1.10 with:**

#### **1-1.10 PAVEMENT CLIMATE REGIONS**

To help account for the effects of various climatic conditions on pavement performance, the State has been divided into 9 climate regions. The project's pavement climate region is inland 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	<a href="https://dot.ca.gov/programs/engineering-services/authorized-materials-lists">https://dot.ca.gov/programs/engineering-services/authorized-materials-lists</a>	--	--
CA Unified Certification Program's list of certified DBEs	<a href="https://californiaucp.dbesystem.com/">https://californiaucp.dbesystem.com/</a>	--	--
<i>California MUTCD</i>	<a href="https://dot.ca.gov/programs/safety-programs/camutcd">https://dot.ca.gov/programs/safety-programs/camutcd</a>	--	--
Department	<a href="https://www.fresnocountyca.gov/">https://www.fresnocountyca.gov/</a>	2220 Tulare Street Design Division – Seventh Floor Fresno, CA 93721	(559) 600-9908
Department of Conservation, Office of Mine Reclamation	<a href="http://www.conservation.ca.gov/dmr/">http://www.conservation.ca.gov/dmr/</a>	--	--
Department of Industrial Relations	<a href="http://www.dir.ca.gov">http://www.dir.ca.gov</a>	455 Golden Gate Ave San Francisco CA 94102	--
Design Services - Contract Administration, Planholders, Bid Results	<a href="https://www.fresnocountyca.gov/planholders">https://www.fresnocountyca.gov/planholders</a>	2220 Tulare Street Design Division – Seventh Floor Fresno, CA 93721	Tel: (559) 353-4919 Fax: (559) 455-4609 Email: <a href="mailto:DesignServices@fresnocountyca.gov">DesignServices@fresnocountyca.gov</a>
Division of Accounting, Office of External Accounts Payable	<a href="https://dot.ca.gov/programs/accounting">https://dot.ca.gov/programs/accounting</a>	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	<a href="http://www.dot.ca.gov/hq/construc/">http://www.dot.ca.gov/hq/construc/</a>	--	--
Geotechnical Services	<a href="https://dot.ca.gov/programs/engineering-services">https://dot.ca.gov/programs/engineering-services</a>	Geotechnical Services Department of Transportation 5900 Folsom Blvd Sacramento, CA 95819-4612	(916) 227-7000
METS	<a href="https://dot.ca.gov/programs/engineering-services">https://dot.ca.gov/programs/engineering-services</a>	Materials Engineering and Testing Services Department of Transportation 5900 Folsom Blvd Sacramento, CA 95819-4612	(916) 227-7000
<i>MPQP</i>	<a href="https://dot.ca.gov/programs/construction/material-plant-quality-program">https://dot.ca.gov/programs/construction/material-plant-quality-program</a>	--	--

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

**Replace Section 1-1.12 with:**

**1-1.12 MISCELLANY**

Make checks and bonds payable to the County of Fresno.

**2 BIDDING**

**Replace Section 2-1.04 with:**

**2-1.04 PREBID OUTREACH MEETING**

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

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

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

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

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

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

**Replace Section 2-1.06 with:**

**2-1.06 BID DOCUMENTS**

**2-1.06A General**

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

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

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

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

**2-1.06B Supplemental Project Information**

The Department makes the following supplemental project information available:

**Supplemental Project Information**

Where Available	Description
Included in Project Details	<ul style="list-style-type: none"><li>• Location Map</li><li>• Lift Station Control Enclosure Schematic</li></ul>

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

**Replace Section 2-1.12 with:**

**2-1.12 RESERVED**

**Replace Section 2-1.15 with:**

**2-1.15 RESERVED**

**Replace Section 2-1.18 with:**

**2-1.18 RESERVED**

**Replace Section 2-1.27 with:**

**2-1.27 RESERVED**

**Replace Section 2-1.33 with:**

**2-1.33 BID DOCUMENT COMPLETION AND SUBMITTAL**

**2-1.33A General**

Complete forms in the *Bid* book.

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

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

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

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

*Electronic Bids:* Complete and submit the bid online at <http://www.BidExpress.com>. Your electronic signature is your confirmation of and 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 inconsistencies 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 - Noncollusion 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 (Pub Cont Code § 4100 et seq.).

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

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

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

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

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

Contractors, if applicable, must submit valid Certificates of Reported Compliance with their bid. Subcontractor certificates will be due no later than 4:00 p.m. on the fifth (5<sup>th</sup>) 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.

**Proposal 14 – Certification Of Payments To Influence Federal Transactions**

**Proposal 15 - Statement Of Workforce Needs**

Must be filled out and completed when the contract is executed.

**Proposal 16 - 18**

Not used

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

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

**Replace Section 2-1.34 with:**

**2-1.34 BIDDER'S SECURITY**

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

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

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

An electronic bid bond may be submitted either:

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

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

**Replace Section 2-1.40 with:**

**2-1.40 BID WITHDRAWAL**

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

**2-1.46 DEPARTMENT'S DECISION ON BID**

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

The Department may reject:

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

**Replace Section 2-1.47 with:**

**2-1.47 BID RELIEF**

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

**Add Section 2-1.51:**

**2-1.51 DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

In the event that the Contractor (to whom the project is awarded) is operating as a corporation or incorporates during the course of the construction contract, and any member of its board of directors is engaged or intends to become engaged in self-dealing transaction(s), each member of its board of

directors who is engaged or intends to become engaged in a self-dealing transaction or transactions must complete and submit to the County a completed Self-Dealing Transaction Disclosure Form (in Project Details) for each such transaction prior to engaging therein or immediately thereafter.

### **3 CONTRACT AWARD AND EXECUTION**

**Replace Section 3 with:**

#### **3-1.01 GENERAL**

Section 3 includes specifications related to contract award and execution.

#### **3-1.02 CONSIDERATION OF BIDS**

##### **3-1.02A General**

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

##### **3-1.02B Tied Bids**

The Department breaks a tied bid with a coin toss.

#### **3-1.03 CONTRACTOR REGISTRATION**

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

#### **3-1.04 CONTRACT AWARD**

##### **3-1.04A BID PROTEST PROCEDURES**

Any bid protest must be submitted in writing and delivered by the Bidder by either of the following means: (1) via e-mail to [DesignServices@fresnocountyca.gov](mailto: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 (7<sup>th</sup>) calendar day following the bid opening for any issues found within the bid itself, or 5:00 p.m. of the third (3<sup>rd</sup>) 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](mailto: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 RESERVED**

### **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*
2. Contract bonds
3. Documents identified in section 3-1.07

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 Permits**

Contractor shall be required to obtain permits from County of Fresno Building Department. Permits required are, but not limited to, demolition of lift station and electrical. Contractor shall include in the bid the cost to obtain the necessary permits and pay for the fees and shall be included in the various items of work.

**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.



**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 1<sup>st</sup> 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 3<sup>rd</sup> paragraph of Section 5-1.43D.**

**Replace the word “Department’s” with “Caltrans” in the 6<sup>th</sup> paragraph of Section 5-1.43E(1)(a).**

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

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

## **6 CONTROL OF MATERIALS**

**Replace section 6-1.05 with:**

**6-1.05 SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION**

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

Submit a substitution request with a time period that:

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

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

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

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

**Replace Section 6-1.06 with:.**

**6-1.06 RESERVED**

## **7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

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

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

### **Replace the 2<sup>nd</sup> 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 7-1.02M(2):**

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

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

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

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

Furnish the following fire tools:

1. 1 shovel and 1 fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle, tractor, grader, or other heavy equipment.
2. 1 shovel and 1 backpack 5-gallon water-filled tank with pump for each welder.

3. 1 shovel or 1 chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including chain saws, soil augers, and rock drills. The fire tools must always be within 25 feet from the point of operation of the power tool. Each fire extinguisher must be of the type and size required by the Pub Res Code § 4431 and 14 CA Code of Regs § 1234. Each shovel must be size O or larger and at least 46 inches long.

The pickup truck and operator must patrol the area of construction for at least 1/2 hour after job site activities have ended.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: low, moderate, high, very high, extreme. Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office.

Arrangements have been made with Cal Fire, USFS, and BLM to notify the Department when the fire danger rating is very high or extreme. This information will be furnished to the Engineer who will notify you for dissemination and action in the area affected. If a discrepancy between this notice and the fire danger rating obtained from the nearest office of either Cal Fire or USFS exists, you must conduct operations according to the higher of the two fire danger ratings.

If the fire danger rating reaches very high:

1. Falling of dead trees or snags must be discontinued.
2. No open burning is permitted and fires must be extinguished.
3. Welding must be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 15 feet.
4. Blasting must be discontinued.
5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
6. Vehicular travel is restricted to cleared areas except in case of emergency.

If the fire danger rating reaches extreme, take the precautions specified for a very high fire danger rating except smoking is not allowed in an area immediately surrounded by a firebreak and work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

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

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

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

#### **7-1.04 PUBLIC SAFETY**

##### **7-1.04A General**

**Replace the 7<sup>th</sup> 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 11<sup>th</sup> 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 1<sup>st</sup> paragraph of Section 7-1.06B.**

**Replace the word "State" with "County" in the 5<sup>th</sup> 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 1<sup>st</sup> 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 4<sup>th</sup> 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.

**Replace Section 8-1.04B with:**

**8-1.04B Reserved**

**Replace Section 8-1.04C with:**

**8-1.04C Long Lead Time Equipment Start**

Section 8-1.04B, Standard Start, does not apply to this project

This project includes two, non-concurrent phases.

The first order of work (submittals) involves potholing, submittals and equipment procurement.

The second order of work involves physical construction upon the project site.

**8-1.04C(1) First Order of Work, Submittals**

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

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

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

Miscellaneous measurements verifications, operating verifications and potholing (if necessary) at the project site shall be completed within the first ten working days of the first order of work. No submittals will receive final approval until field verification has been completed. Compensation for field verification and potholing shall be considered to be included in the various items of work.

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

The Engineer shall have a maximum of ten (10) working days in which to review and approve or reject each submittal from the Contractor. In the event that the Engineer rejects any of the Contractor's initial submittals, the Engineer shall have a maximum of ten (10) working days in which to review and approve or reject each re-submittal from the Contractor. The ten (10) working day time period for the Engineer's review shall commence on the day upon which the Engineer receives the submittal or re-submittal in question.

In the event that the Engineer's review of a submittal or re-submittal requires in excess of ten (10) working days, the Engineer shall extend the number of working days allowed for the completion of the first order of work by one working day for each working day of delay in the Engineer's completion of the review.

The first order of work is complete when you:

- have completed all field verification such as measurements, operational components (i.e. existing lift station panel verification), inlet and outlet pipe, surrounding improvements, and potholing at the project site
- have received approval for all submittals required for the project.
- have furnished a statement from the vendors that the orders for required equipment and materials has been received and accepted by said vendor
- have furnished a statement from vendors which indicates that the anticipated delivery date for the equipment and materials ordered is in conformance with contract requirements.
- Receive a written statement that the first order of work is complete.

**Complete the first order of work within the number of working days specified in the Notice to Bidders from the date shown in said Notice to Proceed, or in the Notice of Commencement of Contract Time, whichever was issued first.**

**Pay to the County of Fresno the sum of**

**FIVE HUNDRED (\$500.00)**

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.

#### **8-1.04C(2) Second Order of Work**

The Engineer, in their sole discretion, may issue the Notice to Proceed – Second Order of Work immediately upon delivery to the Contractor of the materials and equipment necessary to construct the project. 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 to Bidders from the date shown in said Notice to Proceed – Second Order of Work.**

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.

In the event that additive bid(s) are awarded, additional working days will be granted.

**Complete the additive order of work within the number of working days specified in the Notice to Bidders from the date shown in said Notice to Proceed.**



**Pay to the County of Fresno the sum of**

**THREE THOUSAND (\$3,000.00)**

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 1<sup>st</sup> 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 3<sup>rd</sup> and 4<sup>th</sup> 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 6<sup>th</sup> 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 5<sup>th</sup> paragraph of Section 9-1.07A.**

### **9-1.08 Explanation of Bid Items**

#### **General**

The Contract payment for the specified items of work as set forth in the Bid Schedule shall be full compensation for furnishing all labor, materials, methods or processes, implements, tools, equipment and

incidentals and for doing all work involved as required by the provisions of the Contract Documents for a complete in place and operational system.

1. Unless otherwise specified in these Specifications, quantities of work shall be determined from measurements or dimensions in a horizontal plane. All measurements shall be made in accordance with United States Standard Measures. All materials shall be measured on the basis of "in place" quantities and paid for using the units listed in the bid schedule. For materials specified to be measured in place in a structure, the actual volume within the neat lines of the structure, as shown on the contract drawings, will be the basis for computing quantities.
2. After the work has been completed, the Engineer will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements.
3. Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be separately measured or paid for.

#### **Bid Item 1 – Supplemental Work**

This item is provided to account for supplemental work for unforeseen work which the Engineer determines is necessary to allow for the work required by the Contract Documents to proceed as intended without interruption. This item will be used only for this purpose. The dollar amount listed on the Bid Proposal Form is an estimated allowance set aside by the County and shall be included on each Bidder's Bid Proposal sheets.

Supplemental work shall be performed only upon direct written authorization from the Engineer and daily extra work reports shall be submitted to and approved by the Engineer. The Contractor shall maintain separate records for extra work performed in accordance with the provisions of Section 5-1.27, "Records," of the Standard Specifications and the special provisions.

The Contractor will be paid only for the value of completed supplemental work which has been authorized in writing by the County.

The value of work, which the Owner may authorize under this item, may be less than the amount shown on the Bid Proposal sheet, and it could be that no supplemental work will be authorized at all.

Accordingly, payments to the Contractor for supplemental work will likely differ substantially from the estimated Allowance which is included in the Bid Proposal.

If no supplemental work is authorized or if no authorized supplemental work is performed, then no payments will be made to the Contractor under this Bid item and the Contract Price will be reduced by the full amount of the item included in the Bid Proposal for supplemental work. The provisions in Section 9- 1.06, "Changed Quantity Pay Adjustments" of the Standard Specifications shall not apply to the item "Supplemental Work Allowance."

The Contractor shall have no claim for anticipated overhead or profit should the County fail to authorize any supplemental work or should the value of authorized supplemental work be less than anticipated by the Contractor.

#### **Bid Item 2 – Mobilization, Insurance and Bonds**

This item is a lump sum bid for mobilization, all necessary bonds, insurance, permits, licenses, fees required during the performance of the work, and demobilization and shall conform to the provisions of these Specifications.

This item shall consist of performing all necessary potholing and site investigations or verifications of existing conditions. This item shall consist of covering the Contractors cost for Contract Documents and for the moving of personnel, equipment, supplies and incidentals to the project site. This item shall

include obtaining all permits required for the project; except any permits specifically included under a separate bid item. Permit fees and all other permit preparation costs shall be included in this bid item. This item also includes demobilization, including removal of all equipment, supplies, personnel, incidentals from the project site at the end of construction, including work as specified in Section 22 "Finishing Roadway" of the Standard Specifications.

All costs associated with this item shall be included in the lump sum price and no additional payment will be made. This bid item shall be paid as specified in Section 9 Payment and Sub- Section 9-1.16D Mobilization of the State Standard Specifications.

### **Bid Item 3 – Prepare and Implement Water Pollution Control Plan**

This bid item is a lump sum bid item for the cost of water pollution control for the contract and includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in preparing, implementing, maintaining, inspecting, and removing water pollution control practices in accordance with the approved WPCP as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **Bid Item 4 – Construction Site Management**

This bid item is a lump sum bid item for the cost of all work involved with job site management and includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, waste management, non-stormwater management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste resulting from your activities, as specified in the Standard Specifications and these Special Provisions, and as ordered by the Engineer.

The contractor shall abide by all federal and state regulations regarding removal and disposal of hazardous waste materials.

This item also includes providing worker protection from trench failures and other hazards that may occur during construction. The Contractor shall comply with the provisions of the Construction Safety Orders, Tunnel Safety Orders, and General Safety Orders issued by the State of California Division of Industrial Safety, as well as all other applicable laws, ordinances and regulations, as they pertain to the protection of workers from the hazard of caving ground.

The Contractor shall obtain a permit from the Division of Industrial Safety of the State of California prior to commencement of construction. This bid item shall be paid at the lump sum price bid. Payment will be prorated based on the percentage of contract work completed.

### **Bid Item 5 – Traffic Control**

This bid item is a lump sum bid for all materials, labor and appurtenances required to maintain traffic control measures within the project limits in accordance with the Fresno County Encroachment Permit conditions and as directed by the Engineer and County inspector. The Contractor shall submit a traffic control plan for review and approval by the County. Traffic control provisions shall conform to the following requirements:

1. The California Manual on Uniform Traffic Control Devices (MUTCD), latest edition, is hereby referred to and incorporated herein as though set forth in full. The Contractor shall be responsible for providing all necessary traffic control facilities, 24 hours per day, 7 days per week for the entire duration of the project.
2. The Contractor shall notify County Fire and Sheriff Departments, and County Transportation Department and Traffic Division at least forty-eight (48) hours in advance of any proposed lane

closure. Any lane closures must have prior approval of the County of Fresno and have pre-notification warning signs in place seven (7) calendar days prior to said closure.

3. The Contractor shall submit a traffic control plan to the County of Fresno for review and approval. A copy of the approved traffic control plan shall be provided to the Engineer prior to the start of construction activities.
4. The Contractor shall strictly comply with, and will be solely responsible for, all required traffic control and devices as per approved plan and any revisions thereof. The Contractor shall inspect the traffic control setup at two-hour intervals, at a minimum, and correct all problems immediately.
5. The Contractor shall provide safe access for the County, County's representatives inspection staff.
6. Specific traffic control measures associated with the work of this Contract are as follows:
  - a. Lane closures shall be limited between the hours of 9 AM to 4 PM to minimize disruptions to commuter traffic. All lane closures must be approved by the County in advance. The road shall be returned to two-way traffic outside of the hours specified above.
  - b. The Contractor may use trench plates to re-open the road to two-way traffic overnight, however, temporary trench resurfacing shall be placed after each road crossing is complete. Temporary trench resurfacing shall be maintained until permanent trench resurfacing is placed. Permanent trench resurfacing shall be scheduled and placed immediately following acceptance.
  - c. Access to all local streets, businesses and residences shall be maintained at all times, except as noted below. Where the Contractor's operations block access to driveways, the Contractor shall provide a minimum of forty-eight (48) hour written notice to the residents and minimize the duration of interruptions to driveway access.

Full compensation for furnishing all labor (including flagging), materials, tools, equipment and incidentals, and for doing all work involved for the sole convenience, direction and safety of public traffic and pedestrians shall be included in this bid item. This bid item shall be paid at the lump sum price bid. Payment will be prorated based on the percentage of contract work completed.

#### **Bid Item 6 – Demolition of Existing Lift Station and Valve Vault**

This bid item is a lump sum bid for the cost of all work involved in installation, monitoring and removal of a temporary bypass of incoming sewage to the treatment plant, emptying the sewer that may be present in the lift station, removal of the existing lift station, pumps, valve vault and valves, any existing piping interfering with the new lift station and unnecessary pipe on the discharge side to the plant shown in the plans to be removed, removal and disposal of section of fence necessary to demo the lift station. It includes demolition and proper disposal of the existing lift station, attached control panel, wiring, enclosure, panel support or mounting structure and any other items not required for the proper operation of the new lift station.

The bid item price shall include full compensation for furnishing all labor, tools, equipment and materials, along with all associated appurtenances required to complete the work under this bid item, in conformance with the plans and specifications, and as directed by the Engineer. This bid item shall be paid at the lump sum price bid. Payment will be prorated based on the percentage of contract work completed.

#### **Bid Item 7 – Furnish and Install New Lift Station, Crane and Pumps**

This bid item is a lump sum bid for furnishing and installation of the new lift station, complete with pumps (x2), over excavation as necessary, sub-base and compaction, reinforced concrete anti-flotation base, fiberglass basin, pumps, pump rails, switches and level floats, installation of the surrounding concrete

pad, furnish and installation of a davit crane and winch, any internal valves and piping as shown in the plans, and permanent connection to the existing manhole.

The bid item price shall include full compensation for furnishing all labor, tools, equipment and materials, along with all associated appurtenances required to complete the work under this bid item for a fully operational lift station, in conformance with the plans and specifications, and as directed by the Engineer. This bid item shall be paid at the lump sum price bid. Payment will be prorated based on the percentage of contract work completed.

#### **Bid Item 8 – Furnish and Install Sludge Digester Tank**

This bid item is a lump sum bid for all work associated with furnishing and installing the sludge tank, as shown in the plans, including any necessary anchorage as recommended by manufacturer.

The bid item price shall include full compensation for furnishing all labor, tools, equipment and materials, shop drawings, along with all associated appurtenances required to complete the work under this bid item, in conformance with the plans and specifications, and as directed by the Engineer. This bid item will be paid for by Lump Sum. Payment will be prorated based on the percentage of work completed under this bid item.

County Operators will install sludge pump and necessary pipping from the sludge tank to the plant.

#### **Bid Item 9 – Minor Concrete - Sludge Digester Tank concrete pad**

This bid item is a lump sum bid for all work associated with furnishing and installing the concrete pad to support the new sludge tank, as shown in the plans, including any necessary clearing and grubbing, site preparation and soil compaction, concrete and rebar, including the curb etc.

The bid item price shall include full compensation for furnishing all labor, tools, equipment and materials, shop drawings, along with all associated appurtenances required to complete the work under this bid item, in conformance with the plans and specifications, and as directed by the Engineer. This bid item will be paid for by Lump Sum. Payment will be prorated based on the percentage of work completed under this bid item.

#### **Bid Item 10 – Minor Concrete - Control Valves concrete pad**

This bid item is a lump sum bid for all work associated with furnishing and installing the concrete pad to support the above grade external piping, check and gate valves, as shown in the plans, including any clearing and grubbing, site preparation and soil compaction, concrete, rebar, etc.

The bid item price shall include full compensation for furnishing all labor, tools, equipment and materials, shop drawings, along with all associated appurtenances required to complete the work under this bid item, in conformance with the plans and specifications, and as directed by the Engineer. This bid item will be paid for by Lump Sum. Payment will be prorated based on the percentage of work completed under this bid item.

#### **Bid Item 11 – Miscellaneous Pipe, Valves and Appurtenances**

This bid item is a lump sum bid for all work associated with furnishing and installing any PVC or ductile iron pipe, any fittings, check valves, gate valves, pipe supports, hardware etc. to connect the new lift station to the aeration tank as shown in the plans. It also includes the relocation, installation of the existing flow meter as shown in the plans.

The bid item price shall include full compensation for furnishing all labor, tools, equipment and materials, shop drawings, along with all associated appurtenances required to complete the work under this bid item, in conformance with the plans and specifications, and as directed by the Engineer. This bid item will

be paid for by Lump Sum. Payment will be prorated based on the percentage of work completed under this bid item.

#### **Bid Item 12 – Electrical and Control**

This bid item is a lump sum bid for all work associated with furnishing and installing all necessary electrical conduits, wiring and appurtenances between new lift station and existing lift station panel to operate and control the lift station pumps as well as setting up the level floats and their operation. It also includes the necessary conduit and wiring for the relocated flow meter to the existing panel. All work shall be in accordance with the plans, Section 86 of these special provisions, and the most current California electrical code.

The bid item price shall include full compensation for furnishing all labor, tools, equipment and materials, shop drawings, along with all associated appurtenances required to complete the work under this bid item, in conformance with the plans and specifications, and as directed by the Engineer. This bid item will be paid for by Lump Sum. Payment will be prorated based on the percentage of work completed under this bid item.

#### **Bid Item 13 – Permanent Chain Link Fence**

This bid item includes furnishing all labor, materials, tools, and equipment necessary for furnishing and installing a permanent 6-foot chain link fence as indicated in the Plans. Permanent fence installation includes but is not limited to installation of all appurtenances required to enclose the site and connect the new fence to the existing site perimeter fencing. This bid item will be paid for by Lump Sum on a prorated basis based on the percentage of work completed under this bid item. This bid item will only be paid if contractor temporarily removes existing fence to access existing lift station. It is up to the Contractor to estimate and include in the bid the amount of fence that will need to be removed to properly perform the job.

#### **Additive 1**

#### **Bid Item 14 – Chain Link Gate replacement**

This bid item includes furnishing all labor, materials, tools, and equipment necessary for furnishing and installing a permanent 6-foot chain link gate as indicated in the Plans. Gate installation includes but is not limited to removal of existing gate and posts, temporary fence (if needed) removal of existing vegetation to clear the access area, trimming existing tree, installation of new posts, foundation, gates, locking mechanism, connection to existing gate. This bid item will be paid for by Lump Sum.

### **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 the 3<sup>rd</sup> paragraph of Section 12-3.01C with:**

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

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

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

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

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

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

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

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

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

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

Reserved

**Replace the word “Department’s” with the word “Caltrans” in the 1<sup>st</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 1<sup>st</sup> 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
5. If the distance between the devices is more than 800 feet, except when each device is controlled by a separate operator and radio communication is available between the AFAD operators

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

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

**Replace Section 12-4.02C(2) with:**

**12-4.02C(2) Not Used**

**Replace Section 12-4.02C(3) with:**

**12-4.02C(3) Closure Requirements and Charts**

**12-4.02C(3)(a) General**

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

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

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

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

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

Reserved

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

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

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

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

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

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

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

No work that would require a lane closure shall be performed.

Keep driveways and access roads accessible at all times.

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

The Contractor's equipment and materials shall not remain in a lane except when such lane is closed to traffic and the lane is being used for contract operations.

Valley gutters shall be constructed in one-half widths and the remaining one-half width shall be kept free from obstructions to allow local traffic and through traffic to pass.



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

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

**12-4.02C(7)(d) Reserved**

**Replace the word “Department’s” with “Caltrans” in Section 12-4.02C(9)(a)(iv).**

**Replace section 12-4.02C(9)(d) with:**

**12-4.02C(9)(d) Payment**

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

**Add before the 1<sup>st</sup> 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 the end of Section 13-1.01D(2):**

A WPCP is required for this project

### **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

### **Replace Section 13-2.04:**

#### **13-2.04 PAYMENT**

The Department pays for prepare water pollution control program as follows:

1. Total of 50 percent of the item total upon authorization of the WPCP
2. Total of 90 percent of the item total upon work completion
3. Total of 100 percent of the item total upon Contract acceptance

### **Replace the 1<sup>st</sup> 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 2<sup>nd</sup> paragraph of Section 13-5.04 with:**

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

**Replace Section 13-6.04 with:**

**13-6.04 PAYMENT**

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

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

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

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

**Replace Section 13-7.03D with:**

**13-7.03D Payment**

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

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

**Replace the 1<sup>st</sup> paragraph and the 1<sup>st</sup> line of the 2<sup>nd</sup> 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 Section 14-12.04 with:**

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

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

This project disturbs less than 1 acre of soil.

In accordance with SJVAPCD Regulation VIII – Fugitive PM<sub>10</sub> Prohibitions: Rule 8021, implementation of an SJVAPCD-approved dust control plan is NOT required prior to commencement of any dust generating activities. However, you are required to notify the SJVAPCD prior to commencing construction operations, and you are responsible for compliance with all applicable rules and regulations of the SJVAPCD.

## **15 EXISTING FACILITIES**

**15-1.03D EXISTING FACILITIES MUST OPERATE AT ALL TIMES**

The existing Wastewater Treatment Facility (WWTF) is currently in operation and shall remain in operation at all times.

The WWTF consists of a Smith & Loveless package treatment plant, model 12CY22.5 which disposes of effluent in two nearby unlined percolation/evaporation ponds. The plant has a capacity of 22,500gpd to accommodate influent from the Millerton Lake Mobile Home Village.

Influent from the community flows by gravity into a locked primary screening well outside the fenced WWTF. The well has a manual bar screen to filter coarse solids, rags, etc. Influent then flows to the wet

well inside the fenced area, which houses two pumps: one (1) duty and one (1) standby. Influent is pumped from the wet well to the east side of the package plant.

The aeration tank utilizes bubble diffusers to aerate influent. Mixed liquor decants via trough at the west end of the tank into a settling basin. Within the settling basin, return activate sludge (RAS) is airlifted back to mix with influent in the aeration tank. Waste activated sludge (WAS) is air lifted from the settling basin to an external sludge digester.

The County recently installed a prefabricated duplex control panel to replace the existing, aging, lift station control panel. This panel will be used to control the new lift station. The original schematic of the panel is included in the Project Details. The Contractor will be required to install new conduit and wiring between the new lift station and control panel.

The Contractor shall coordinate their operations with the operation of the system and maintain continuous operation of the WWTP during construction of the improvements. The Contractor shall request permission of the Owner or Owner's representative before implementation of the Contractor's planned procedures for each specific alteration of existing facilities and before the alteration begins. The Contractor shall not begin an alteration until specific permission has been granted by the County in each case. The County will coordinate the Contractor's planned procedure with the treatment facility operator. The making of connections to existing facilities or other operations that interfere with the operation of the existing system shall be coordinated with the County, and completed as quickly as possible and with as little delay as possible.

Any operational functions of the existing system that are required to facilitate Contractor's operation will be done by the plant personnel only. Plant operation and maintenance personnel will cooperate in every way practicable to expedite Contractor's operation; however, if it is necessary for the proper operation or maintenance of portions of the system, the Contractor shall reschedule their operations so there shall be no conflict with necessary operations or maintenance of the system.

Special attention is directed to the special provisions of each of the items to be installed for directions and/or guidelines how to execute the work around the existing treatment plants.

**It is the responsibility of the Contractor to furnish and install the means, methods, and operation of bypassing incoming sewage to the aeration side of the treatment tank. This may include a submersible pump installed in the screening structure or upstream manhole. It is also responsibility of the Contractor to monitor performance of the bypass to avoid malfunctioning and overflowing of the structure at the bypass location (i.e. upstream manhole or screening structure)**

## **DIVISION III EARTHWORK AND LANDSCAPE**

### **17 GENERAL**

**Replace the 4th paragraph in section 17-2.03A with:**

Clear and grub vegetation only within the excavation and embankment slope lines.

**Replace the 1<sup>st</sup> sentence in the 2<sup>nd</sup> paragraph in section 17-2.03B with:**

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

**Add to end of 17-2.03C:**

Any trees with a trunk diameter greater than or equal to 4" will constitute as a "tree removal" and will have separate bid item. Any tree or shrub less than 4" shall be considered in the bid item for "clearing and grubbing".

## **19 EARTHWORK**

**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 the list in the first paragraph of Section 19-9.02:**

1. Import Borrow
2. Native Soil

**Add after the 5<sup>th</sup> 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.

## **DIVISION VIII MISCELLANEOUS CONSTRUCTION**

### **78 INCIDENTAL CONSTRUCTION**

**Add to the end of Section 78-2.01:**

Damaged or destroyed survey monuments shall be replaced with new survey monuments.

Survey monuments shall be constructed or adjusted, as applicable, in accordance with Standard Drawing A-74 Type D.

Survey control for the reestablishment of survey monuments will be provided by the Department.

## **DIVISION IX TRAFFIC CONTROL DEVICES**

### **80 FENCES**

This section includes specification for furnishing and installing temporary and permanent chain link fence.

Temporary fence shall be furnished, constructed, maintained, and later removed to maintain the site fenced at all times if section of the existing fence is entirely removed for the construction of the lift station and or replacement of the entrance gate. Contractor shall install safety fence around the job site to

protect the general public from any injury prior to removal. Such fencing shall be maintained in place until the project is completed

Chain link fence and gate materials shall conform to the specification provisions of AASHTO M181 and ASTM A392 or approved equal.

Fence shall be at least 6 feet tall.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Materials may be commercial quality provided the dimensions and sizes of the materials are equal to, or greater than, the dimensions and sizes specified herein.

Temporary fence that is damaged during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work, as determined by the Engineer, temporary fence shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Holes caused by the removal of temporary fence shall be backfilled.

### **Permanent Fence and gate**

Furnishing and installing permanent chain link fence for sections of the perimeter of the site that has been temporarily removed as shown on the plans and in accordance with these special provisions, or as directed by the Engineer. Chain link fence shall be Type CL-6 and shall conform to the provisions in Section 80, "Fences," of the Standard Specifications and these special provisions.

Chain link fence and gate materials shall conform to the specification provisions of AASHTO M181 and ASTM A392 or approved equal.

Fence shall be at least 6 feet tall.

Materials may be commercial quality provided the dimensions and sizes of the materials are equal to, or greater than, the dimensions and sizes specified herein.

Fence that is damaged during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

Gate shall be as shown in the plans

### **80-3.04 PAYMENT**

Refer to Section 9-1.08 of these special provisions

## **DIVISION X ELECTRICAL**

### **86 ELECTRICAL**

#### **86-1.01 GENERAL**

#### **ELECTRICAL AND CONTROLS**

Electrical and control components installed for the operation of the lift station and all other appurtenant devices necessary to operate the system as intended shall conform to requirements of the National

Electrical Code; California Code of Regulations, Title 8, Division 1, Chapter 4, Subchapter 5, "Electrical Safety Orders," and Subchapter 7, "General Industry Safety Orders"; California Code of Regulations, Title 24, Part 3, "California Electrical Code"; and any local ordinances which may apply. All work shall be performed by California Licensed Contractor with current active California C-10 license.

Wherever reference is made to any of the standards mentioned above, the reference shall be construed to mean the code, order or standard that is in effect on the day the Notice to Bidders for the work is dated. Where two or more codes conflict, the most restrictive shall apply. Nothing in the plans or these special provisions shall be construed to permit work not conforming to applicable codes.

The drawings are diagrammatic and do not necessarily show all raceway, wiring, number or types of fittings, offsets, bends or exact locations of items required by the equipment to be installed. Items not shown or indicated, which are necessary for the proper operation of the lift station and appurtenant equipment shown on the plans and described in these special provisions, shall be provided at the Contractor's expense and no increase in contract price will be allowed.

Before submitting a proposal the bidder shall carefully examine the drawings, , Standard Specifications, and these special provisions. The bidder shall also visit the site and become fully informed as to existing conditions and limitations applying to the work. Submittal of a bid proposal shall constitute evidence that the bidder has inspected the project site.

Wiring troughs shall be provided as necessary. Wiring shall be arranged so that any piece of apparatus may be removed without disconnecting any wiring except the leads to that piece of apparatus. All wiring shall be marked with permanent clip sleeve wire markers.

The Contractor shall supply all materials and perform all electrical work needed to connect to the existing service panels/meter sockets.

## **86-1.02 MATERIALS**

### **UL APPROVAL:**

All material and equipment within the scope of the UL reexamination service shall be approved by the Underwriters Laboratories for the purpose for which they are used and shall bear their label.

### **STORAGE:**

All material and equipment shall be stored in a manner to prevent damage or corrosion. Equipment with components which can be damaged by moisture shall be placed in special heated storage facilities.

### **DRAWINGS:**

Drawings for all equipment are intended to be diagrammatic only. Any location not actually dimensioned is not to be considered as necessarily final or accurate. Exact locations must be determined in the field from the requirements of the equipment that is to be installed.

### **COORDINATION:**

Before rough-in of any utility lines, services, and feeders, or of any equipment, the Electrical Contractor must coordinate his work with that of other crafts and trades so that these services shall be installed in their proper locations and without interference to the equipment or building structure. This will require cooperation among all crafts and trades, the Inspector, and General Contractor, along with study of shop drawings and the building plans.

### **ELECTRICAL WORK EXPOSED TO WEATHER:**



All electrical devices and equipment installed in exposed locations shall be protected by suitable NEMA type 3R enclosures, cast steel boxes with steel gasketed covers, or other Engineer approved methods.

All ferrous metal portions of electrical work exposed to weather including conduits, clamps, supports, etc. shall be hot-dipped galvanized.

#### SUBMITTALS:

Product Data: Submit a minimum of seven (3) copies, in groups, as follows:

1. Basic Site Components
  - a. Conduits and raceway types required, including fittings
  - b. Concrete pull-boxes, vaults, and manholes
  - c. Electrical Identification items
2. Basic Materials
  - a. Conduits and raceway types required, including fittings
  - b. Electric wire, cable and connectors
  - c. Electrical boxes and fittings
  - d. Wiring devices
  - e. Each type of support, anchor, sleeve, and seal

Product Data: Submit manufacturer's data including specifications, installation instructions, and general recommendations for each item submitted

#### CONDUIT MATERIALS AND COMPONENTS:

- A. Rigid Metal Conduit-Type RMC: All locations as follows excepting those specifically indicated for EMT and PVC. All exterior locations above grade, in concrete walls and slabs, or elsewhere shown on plans. Runs within, passing through, or above hazardous areas shall be rigid. RMC conduit shall be new galvanized threaded, conforming to UL 6. All couplings and connectors shall be threaded. Rigid metal conduit shall be specifically used on roofs or on all surfaces of corridor and walkway coverings. At Nema 3R location conduit shall enter boxes through hubs provided or Meyers type hubs. No sealing locknuts allowed
- B. Rigid Polyvinyl Chloride Conduit-Type PVC: Underground locations. No PVC shall be installed in slab floors or in exposed locations. PVC conduit shall be Schedule 40, Underwriters' Laboratories tested, furnished in 10 foot lengths, conforming to UL 651-77.

#### WIRE:

- A. Low Voltage - (Under 600 Volt)
  1. Feeder and Branch Circuit Wire: Copper type THWN/THHN, 600 volt, from new fresh stock, bearing UL label, delivered to site in unbroken packages; minimum All conductors shall be stranded copper sized as shown on the plans.

### **86-1.03 CONSTRUCTION**

#### INSTALLATION OF CONDUIT RACEWAYS:

- A. General: Install conduits in a neat manner as shown on the plans and trench detail.
- B. Installation and Cleaning: Install free from dents, kinks and bruises. Plug ends at time of installation to prevent entry of dirt or moisture. Thoroughly clean out conduits before installing conductors. Thoroughly clean all exposed conduit exteriors

- C. Plastic conduit shall be installed in accordance with manufacturer's recommendations and accepted trade practice. Where plastic conduit runs rise above ground in exposed locations, and for all conduit runs, 1" diameter and larger, the riser bend and riser shall be of factory applied 40 Mil PVC coated galvanized rigid metal conduit installed according to rigid metal portion of this specification section.
- D. All plastic, flexible, feeder and receptacle branch conduits shall carry a grounding bond wire with the size as shown, or where not shown, as determined by applicable codes for the ampacity of the circuit being carried.
- E. Protective Coating: All metallic conduits installed in contact with earth, or in concrete in contact with earth, shall be coated with a minimum 40 Mil PVC coating on all conduit lengths and fittings. The coating shall correspond to ATSM D638-68, D1706, D140-64, and D746-64T specifications and Federal Test Standard 141, Method 615z. Coating shall be factory applied and continuous without flaws showing exposed metal. Coating shall extend to the device conduit is terminated to in exposed locations and 12" above grade in unexposed locations.
- F. Conduits which stub-up from or through floor slabs shall be installed so that none of the curved portion of the elbow is exposed. Conduits stubbed up shall be rigid type with coupling installed flush floor to permit future conduit removal. Seal unused conduit with a flush threaded pipe plug.

#### INSTALLATION OF CONDUCTORS:

- A. Scope: Provide all wiring for complete electrical work, installed in code conforming raceway. Branch circuit wiring shall be as shown on the plans.
- B. Color Coding
  - 1. Color coding utilized shall be noted on electrical "as constructed" drawings and shop drawings.
  - 2. The color coding for control circuit wires will be as noted on the plans or as agreed upon with the Engineer and will be of a color other than that designated for the phase wires. Where control wires are installed and various colors are used, they shall be noted on them "as constructed" drawings and shop drawings turned in at the completion of the job.
- C. Pulling: Use approved wire pulling lubricant for pulling #4 AWG and larger wire. Oil or grease is prohibited as a conductor pulling lubricant. All conductors #8 and smaller shall only be pulled by hand. Pulling lubricant for conductors over 600 volts shall be approved by the conductor manufacturer and the Architect or Electrical Engineer.
- D. Splices & Terminations: Join the conductors securely, both mechanically and electrically using crimp, compression, or Scotchlok type connectors, except that screw-on type connectors shall not be used for wires larger than #10 AWG. Splices and terminations for conductors larger than #10 AWG shall be made using an oxide inhibitor (NoAlox or equal). The splice area shall be taped to provide equal or greater insulation than the original. Tape run-back over the original insulation shall extend 3 to 5 overall diameters of the insulated wire.  
No splices in conductors over 600 volt or feeders over #6 AWG permitted.
- E. Splice only in accessible junction or outlet boxes. 3M 'Scotch Lok' connectors or approved equal #6 wire and smaller. #4 and larger crimp type splices.
- F. Conductors shall be pulled continuous from Pole to Pole. Splices are not allowed.
- G. Identification and Markings: Provide identification and markings per standard
- H. Cable Testing:
  - 1. All wires under 600 volt potential, #6 or larger shall be tested as follows:
    - a. Continuity test to insure proper cable connection.
    - b. Insulation resistance test on each conductor with respect to ground and adjacent conductors. Applied potential shall be 1000 Volts dc for 1 minute.

- c. Readings shall be recorded and handed in with the record drawings at the completion of the project.
2. Test Values: Minimum insulation resistance values shall be not less than 5 megohms.

Conduit bends, except factory bends, shall have a radius of not less than 6 times the inside diameter of the conduit. Where factory bends are not used, conduit shall be bent, without crimping or flattening, using the longest radius practicable.

Installation of conduit shall be straight, neat, and orderly, free from dents, and kinks. Plug ends at time of installation to prevent entry of dirt or moisture. Thoroughly clean out conduits before installing conductors. Thoroughly clean all exposed conduit exteriors.

#### **86-1.04 PAYMENT**

See Section 9-1.08 for bid items.

#### **86-2.01 ELECTRICAL (HAZARDOUS)**

##### **86-2.01 GENERAL**

This section includes requirements for executing and completing work in hazardous and/or classified areas as defined by the NEC Articles 500 through 516, NFPA 820 and as indicated on the drawings and in the specifications.

The wet well and the area within 2 feet of the wet well has been classified as a Class 1, Division 2, A Hazardous Location as defined by the National Electrical Code. All electric wiring and motors located within the subject area shall be in strict compliance with these standards. The shop drawings carry the manufacturer's certification that all equipment located in the subject area meets the requirements of NEC Class 1, Division 2 Criteria and the Underwriter's Laboratory (UL).

##### **86-2.02 MATERIALS**

Submittal of documents shall be in conformance to Section 5-1.23A of these special provisions unless otherwise specified herein or directed by the Engineer. Submit immediately after award of this Contract by the Board of Supervisors a list of materials which the Contractor proposes to install together with the drawings and other data as specified in these special provisions. The materials list shall be a complete listing of the manufacturer, catalog number, size, and capacity of the manufactured articles. There shall be a working drawing for each piece of equipment as planned to be installed and for other materials to be fabricated for the installation.

#### **TESTS AND STANDARDS**

The tests, standards, or recommended procedures of the following agencies shall relate to all parts of these Specifications and shall be considered a minimum:

American National Standards Institute (ANSI)

Underwriters Laboratories, Inc. (UL)

National Electric Manufacturers Association (NEMA)

Electrical Testing Laboratories (ETL)

National Fire Protection Association (NFPA)

Insulated Power Cable Engineers Association (IPCEA)

Institute of Electrical and Electronic Engineers (IEEE)

Illumination Engineering Society (IES)

National Electrical Testing Association, Inc. (NETA)

International Conference of Building Officials (ICBO)

### **86-2.03 CONSTRUCTION AND WORK SEQUENCING**

#### **CONDUITS**

Provide conduits, conduit bodies, fittings, junction boxes and all necessary components, whether or not indicated on the Drawings as required to install a complete electrical system.

For underground conduits entering or leaving a classified location or between Class I Division 1 and Division 2 locations:

- A. Provide a conduit seal at both points where the conduit emerges from the ground:
  - 1. Place the conduit seal within 18 inches of finished grade.
  - 2. No union, coupling, box, or fitting is allowed in the conduit system between the seal fitting and the point at which the conduit enters the ground.

#### **Hazardous (Classified) Locations Class 1 Division 1 and 2 Installations**

Definition: Locations where fire or explosion hazards may exist due to flammable gases.

The requirements of C.E.C. Articles 500 through 504 must be followed.

For underground conduits entering or leaving a classified location or between Class I Division 1 and Division 2 locations:

- A. Provide a conduit seal E-Y with Chico at points where the conduit emerges from the ground:
  - 1. Place the conduit seal within 18 inches of finished grade.
  - 2. Seal must be within 10 foot of hazardous boundary
  - 3. Splices and taps are not to be used in sealing fittings.
- B. No union, coupling, box, or fitting is allowed in the conduit system between the seal fitting and the point at which the conduit enters the ground.
- C. Intrinsically safe wiring methods shall be required for any switching devices in the classified locations.

Boundary distance requirements are a 3 foot radius around vents.

#### **BOXES AND FITTINGS**

Conduits entering and exiting metallic boxes in Class 1 Division 2 shall utilize approved grounding bushings to bond the conduits together.

#### **GROUNDING**

The conduit system supports, cabinets, switchboards, etc., and neutral conductors must be permanently and effectively grounded by means of an approved ground clamp, in accordance with the California Electrical Code of the Department of Industrial Relations of the State of California, and the National Electrical Code. All main services will have a minimum of two grounding sources with a 25= UFER ground being one.

The Contractor shall exercise every precaution to obtain good contacts at all panel boxes, pull boxes, etc. Where it is not possible to obtain good contacts, the conduit shall be bonded around the boxes with a No. 6, B&S gauge, rubber covered, double braided wire with ground clamps.

Equipment and raceway bonding procedures shall be rigidly maintained and meet all jurisdictional requirements of all codes and regulations. A grounding conductor shall be included in every raceway.

## **86-2.04 PAYMENT**

Refer to Section 9-1.08 for Payment and Bid Item description.

# **DIVISION XI MATERIALS**

## **90 CONCRETE**

**Replace the 1<sup>st</sup> sentence of the 3<sup>rd</sup> paragraph of Section 90-1.01D(3) with:**

Shrinkage test data authorized by the Department or Caltrans no more than 3 years before the 1st day of the Contract is authorized for entire Contract.

**Add to the end of item 3.3 in the list in the 7<sup>th</sup> paragraph of Section 90-1.02G(3):**

Max.

**Replace the word “Department” with “Caltrans” in the 2<sup>nd</sup> paragraph of Section 90-2.02E.**

**Replace the 3<sup>rd</sup> sentence of Item 3 of the list in the 3<sup>rd</sup> 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.

# **DIVISION XII – BUILDING CONSTRUCTION**

## **99 – LIFT STATION**

### **99-1.01 GENERAL**

The work to be done consists of, in general, the removal and disposal of an existing lift station and control panel, installation of a new lift station and appurtenances. This work is to be performed within the existing County Service Area 44A, wastewater treatment system public utility easement, east of Friant Rd.

Contractor shall furnish all labor, materials, equipment and performance of all work necessary or incidental to furnish and install a duplex, prefabricated fiberglass reinforced polyester (FRP) lift station. The lift station shall be a completely factory-assembled unit, requiring only minor adjustments and reassembly in the field. The Contractor shall furnish and install the lift station in conformance with these special provisions, as shown on the plans and as directed by the Engineer. AWWA standards shall govern in all conditions not covered by these special provisions. At the discretion of the Engineer, any pipe, valves, or equipment damaged in either appearance or function as a result of the Contractor's operations shall be replaced at the Contractor's expense and no further compensation will be allowed therefor. The Contractor's attention is directed to Section 5-1.23A of these special provisions regarding project submittals.

This section specifies all work associated with removal and appropriate disposal of existing lift station, furnishing and installing a new lift station and includes the basin, pumps, level switches/transmitters or floats, and related equipment and all appurtenances to be furnished with the lift station. The drawings are diagrammatic and do not necessarily show all components or exact locations of items required by the lift station. Items not shown or indicated, which are necessary to operate the system in the specified manner as shown on the plans and described in these special provisions, shall be provided at the Contractor's expense and no increase in contract price will be allowed. Equipment design shall be coordinated with the lift station supplier to ensure that any required penetrations and mounting points are provided by the manufacturer prior to shipping.

## **99-1.02 MATERIALS**

### **MATERIAL LIST AND DRAWINGS**

Submittal of documents shall be in conformance to Section 5-1.23A of these special provisions unless otherwise specified herein or directed by the Engineer. Submit immediately after award of this Contract by the Board of Supervisors a list of materials which the Contractor proposes to install together with the drawings and other data as specified in these special provisions.

Shop Drawings and Manufacturer's Literature: The prefabricated FRP lift station manufacturer shall prepare shop drawings for the complete lift station including structural and opening details, equipment mounting and location details, and manufacturer's cut sheets for each item of equipment in the lift station. The main component of the submittals shall be a drawing of the complete prefabricated FRP lift station prepared by the manufacturer. Manufacturer's cut sheets shall indicate capacities, dimensions, and materials of construction for all equipment in the prefabricated FRP lift station.

The materials list shall be a complete listing of the manufacturer, catalog number, size, and capacity of the manufactured articles. There shall be a working drawing for each piece of equipment as planned to be installed and for other materials to be fabricated for the installation.

### **PACKAGED LIFT STATION**

Submit shop drawings, manufacturer's literature, certificates and guarantees, and calculations. Submit manufacturer's drawings showing the dimensions of the unit, connections, the thickness of all shell, plates and the sections of all principal members.

### **MATERIALS**

Fiberglass Reinforced Polyester Wet Well: Unless otherwise indicated the plastic terminology used in this specification shall be in accordance with the definitions given in American Society for Testing and Materials (ASTM) designations D883 - Definitions of Terms Relating to Plastics.

Qualifications of Manufacturer:

The manufacturer shall demonstrate the ability to fabricate the various lift station components, as shown in the plans and as specified herein, utilizing adequate number of skilled workmen, equipment, tools, facilities, and subcontractors.

Referenced Standards:

- A. ASTM A36 (Latest Revision): Standard Specification for Structural Steel.
- B. ASTM A283D (Latest Revision): Standard Specification for Structural Steel.
- C. ASTM D883 (Latest Revision): Definitions of Terms Relating to Plastics.
- D. ASTM D3753 (Latest Revision): Standard Specification for Glass-Fiber-Reinforced Polyester Manholes.
- E. ASTM C582 (Latest Revision): Standard Specification for Contact – Molded Reinforced Thermosetting Plastic Laminates for Corrosion-Resistant Equipment
- F. ASTM C581 (Latest Revision): Standard Practice for Determining Chemical Resistance of Thermosetting Resins Used in Glass-Fiber-Reinforced Structures Intended for Liquid Service
- G. ANSI B16.1 (Latest Revision): Standard Specification for 125 lb. Standard Flat Face Cast Iron Flanges.

### **RESINS**

The resins used shall be a commercial grade polyester and shall be evaluated as a laminate by test or determined by previous service to be acceptable for the intended environment. The resins used may contain the minimum amount of fillers or additives required to improve handling properties. Up to 5% by

weight of thixotropic agent, which will not interfere with visual inspection, may be added to the resin for viscosity control. Resins may contain pigments and dyes by agreement between manufacturer and engineer, recognizing that such additives may interfere with visual inspection of FRP laminate quality.

#### **REINFORCED MATERIAL:**

The reinforcing material shall be a commercial grade of glass fiber (continuous strand, chopped-strand, continuous mat and non-continuous mat) having a coupling agent, which will provide a suitable bond between the glass reinforcement material and resin.

#### **LAMINATE STRUCTURE:**

The FRP laminate shall consist of a resin rich inner surface: chop-spray interior liner; and, a chop-hoop filament- wound structural exterior layer.

Inner surface:

- A. The resin rich inner surface shall be free of cracks and crazing with smooth finish and with an average of not over two (2) pits per square foot, providing the pits are less than 0.125 inches in diameter and 0.3125 inches in depth and are covered with sufficient resin to avoid exposure of any fiberglass reinforcement material. Some waviness shall be permissible as long as the surface is smooth. Between 0.01 to 0.02 inches of resin, rich surface shall be provided.
- B. Chop-Spray Interior Liner: The interior liner shall be reinforced by 25 to 35% by weight of chopped strand glass fiber having fiber lengths from 0.5 to 2.0 inches. The chop-spray interior liner protects the chop-hoop filament-wound structural exterior liner from corrosion damage caused by "wicking" of the wet well liquid contents. A minimum of 0.100 inches of chop-spray interior liner shall be provided.
- C. Chop-Hoop Filament-Wound Structural Exterior Layer:
  - 1. The structural reinforcement of the wet well shall be by the chop-hoop filament-wound manufacturing method only. The axial reinforcement shall be continuous-strand glass fiber. The longitudinal reinforcement shall be chopped-strand glass fiber. The glass fiber reinforcement content of the chop-hoop filament wound structural exterior layer shall be 50 to 80% by weight. The exterior surface of the wet well shall be relatively smooth with no exposed reinforcement fibers or sharp projections. Hand finish work is permissible to prevent reinforcement fiber exposure. The wall thickness of the chop-hoop filament-wound structural exterior layer shall vary with the wet well height to provide the aggregate strength necessary to meet the tensile and flexural physical properties requirements.

#### **PHYSICAL PROPERTIES:**

Wet Well FRP Wall Laminate: The wet well FRP wall laminate shall be designed to withstand wall collapse or buckling.

The wet well FRP laminate shall be constructed to withstand or exceed two times the assumed loading on any depth of the wet well.

#### **WET WELL FRP BOTTOM LAMINATE:**

The wet well FRP bottom laminate shall have less than 0.375 inches of center elastic deflection (deformation) when in service in totally submerged conditions.

#### **FRP LAMINATE SURFACE HARDNESS:**

The finished FRP laminate will have a Barcol Hardness of at least 90% of the resin manufacturer's specified hardness for the fully cured resin. The Barcol Hardness shall be the same for both interior and

exterior surfaces.

**WET WELL TOP FLANGE:**

The wet well top flange shall have an outside diameter at least 4.0 inches greater than the inside diameter of the well.

**STEEL ANTI-FLOTATION FLANGE:**

The steel anti-floatation flange shall be constructed from 0.1875 inches thick ASTM A36 structural steel plate, encapsulated in at least 0.125 inches of chopped-strand glass fiber reinforcement on all sides. The steel anti-floatation flange shall be square with outside dimensions of at least 4.0 inches greater than the wet well inside diameter. The steel anti-floatation flange shall be attached to the wet well bottom with chopped-strand glass fiber reinforcement. Contractor shall place the wet well on a concrete pad and fill with grout covering the entire steel anti-floatation flange. The amount of grout shall be sufficient to prevent floatation of the wet well based on the jobsite conditions. The steel anti-floatation flange shall not require bolt holes to secure it to the concrete pad.

**PUMP QUICK DISCONNECT MOUNTING STUDS:**

Shall be 300 series stainless steel threaded studs of at least 0.375 inches in diameter shall be used. The studs shall first be threaded into the 0.1875" inches thick ASTM A36 structural steel anti-floatation flange/bottom of the wet well and then welded into place. Once installed, the studs shall be sealed with at least two layers of non-continuous glass fiber mat or chopped-strand glass fiber reinforcement.

**DISCHARGE COUPLING:**

A sufficient quantity and type of "Link-Seal" type modular, mechanical, inter-locking, synthetic rubber links shaped to continuously fill the annular space between the discharge pipe and the PVC wall sleeve shall be used to provide a hydrostatic seal. The PVC sleeve shall be encapsulated in the wet well wall with non-continuous mat or chopped strand glass fiber reinforcement material.

**ELECTRICAL COUPLING:**

A 304 stainless steel NPT full coupling full welded in the center of a 14 gauge steel plate, finished with black enamel, shall be factory installed with at least 0.375 inches in diameter 300 series stainless steel fasteners. The wet well wall penetrations shall be sealed with silicone sealer.

**INLET HUB:**

An 8" nominal pipe diameter thermoplastic pipe grommet shall be field installed by the contractor in the wet well wall. The pipe grommet shall provide a mechanical seal and shall not require any secondary sealing materials.

**FLOAT BRACKET:**

Float Bracket shall be fabricated from 300 series stainless steel with four compression style cord grips to maintain float level position. It shall be factory installed with at least 0.250 inch diameter 300 series stainless steel fasteners. The wet well wall penetrations shall be sealed with silicone sealer.

**VENTILATION:**

Wet well ventilation shall comply with all applicable codes.

**HAZARDOUS LOCATION COMPLIANCE:**

The wet well and the area within 2 feet of the wet well has been classified as a Class 1, Division 2. A Hazardous Location as defined by the National Electrical Code. All electric wiring and motors located within the subject area shall be in strict compliance with these standards. The shop drawings carry the



manufacturer's certification that all equipment located in the subject area meets the requirements of NEC Class 1, Division 2 Criteria and the Underwriter's Laboratory (UL).

**SLIDE RAIL ASSEMBLY:**

The slide rail assembly shall include pump quick disconnect discharge elbow, sealing flange with rail guide, upper guiderail bracket, lifting cable and guiderails.

**A. PUMP QUICK DISCONNECT (QDC) DISCHARGE ELBOW:**

The pump quick disconnect (QDC) discharge elbow, made of cast iron, designed to mount directly on the wet well floor, shall be supplied for each pump. It shall have a standard ANSI B16.1 125 lb. flange, flat faced and drilled on the discharge side, with a machined mating pump connection. The design shall be such that connection between the pump and QDC is made without the need for any nuts, bolts or gaskets.

**B. SEALING FLANGE WITH RAIL GUIDE:**

The sealing flange with rail guide shall be mounted on each pump discharge. It shall have a machined mating flange, which matches the QDC discharge elbow. Sealing of this pump and discharge piping connection shall be accomplished by a simple linear downward motion of the pump along the guiderails culminating with the entire weight of the pumping unit supported by the QDC discharge elbow.

**C. UPPER GUIDERAIL BRACKET:**

The upper guiderail bracket, made from ASTM A283D structural steel, shall align and support the two guiderails at the top of the wet well. It shall bolt directly to the hatch frame (or aluminum upper guiderail bracket in wet wells with solid fiberglass covers) and incorporate a beveled stainless steel inserts for secure rail installation.

**D. LIFTING CABLE:**

The lifting cable shall be 300 series stainless steel with a diameter of at least 3/16" and a nominal breaking strength of at least 2500 pounds.

**E. GUIDE RAILS:**

The guide rails shall be Schedule 40 stainless steel pipe, sized per the pump manufacturer's requirements. There shall be two guide rails per pump to insure proper alignment with the QDC discharge elbow and stationary piping.

**SUBMERSIBLE PUMPS:**

The contractor shall provide labor, material, equipment, and incidentals required to provide two (2) centrifugal sewage pumps as specified herein. The pump for this application shall be model XLE series as manufactured by Liberty Pumps, model 3SDX as manufactured by Goulds Water Technology, or approved equal.

Each submersible pump shall be rated at 1-1/2 hp minimum, 230VAC, 3 phase, 60 Hz, 3450 RPM, sized to provide approximately 150 gallons per minute (gpm).

The submersible pump shall be non-clog and capable of handling residential sewage with 2" solids.

**A. CONSTRUCTION**

Each centrifugal sewage pump shall be equal to the Certified XLE Series pumps as manufactured by Liberty Pumps, Bergen NY or 3SDX series pumps as manufactured by Goulds Water Technology. The castings shall be constructed of class 25 cast iron. The motor housing shall be oil-filled to dissipate heat. Air-filled motors shall not be considered equal since they do not properly dissipate heat from the motor. All mating parts shall be machined and sealed with a Buna-N O-ring. All fasteners exposed to the liquid shall be stainless steel. The motor shall be protected on the top side with sealed cord entry plate with molded pins to conduct electricity eliminating the ability of water to enter internally through the cord. The

upper and lower bearing of the motor shall be capable of handling all radial and thrust loads. The pump is protected with a dual seal configuration with an oil cavity between the two seals. A leak sensor is housed in this chamber to detect the presence of water and will activate an alarm at the control panel indicating service is required. Both seals are silicon carbide / silicon carbide with stainless steel housings and springs, however the lower seal is of a two piece design to facilitate service.

#### **B. ELECTRICAL POWER CORD**

The submersible pump shall be supplied with 35 feet of multiconductor power cord. It shall be cord type SOOW (3-phase), capable of continued exposure to the pumped liquid. The power cord shall be sized for the rated full load amps of the pump in accordance with the National Electric Code. The power cable shall not enter the motor housing directly but will conduct electricity to the motor by means of a watertight compression fitting cord plate assembly, with molded pins to conduct electricity. This will eliminate the ability of water to enter internally through the cord, by means of a damaged or wicking cord.

#### **C. MOTORS**

Three-phase motors shall be polyphase. At maximum load the winding temperature shall not exceed 130°C un submerged. Single-phase pump motors shall have an integral thermal overload switch in the windings for protecting the motor. Three-phase motors shall be used with an appropriate controller with integral overload protection. The capacitor circuit shall be mounted internally in the pump on single-phase units.

#### **D. BEARINGS AND SHAFT**

Upper and lower ball bearings shall be required. The bearings shall be a single ball/race type bearing. Both bearings shall be permanently lubricated by the oil, which fills the motor housing. The motor shaft shall be made of 300 or 400 series stainless steel and have a minimum diameter of 0.625".

#### **E. SEALS**

The pump shall have two shaft seals with an oil chamber between them. A leak detection probe is positioned in the oil chamber and continuously monitors for water that would indicate the lower seal has failed. The lower seal is a two piece design and can be serviced in the field. The upper is a unitized design. Both seals are silicon carbide / silicon carbide seal face with stainless steel housings and springs. All other seals are of an O-ring design of Buna-N material.

#### **F. IMPELLER**

The impeller shall be class 25 cast iron with pump out vanes on the back shroud to keep debris away from the seal area. It shall be threaded to the motor shaft.

#### **G. PAINT**

The exterior of the casting shall be protected with powder coat paint.

#### **H. GUIDE RAIL MOUNT**

Guide factory mounted rail system with pump suspended by means of bolt-on quick disconnect which is sealed by means of nitrile grommets or O-rings. The discharge piping shall be Schedule 80 PVC and furnished with a check valve and ball valve. An inlet hub shall be provided with the fiberglass systems.

#### **LIFT STATION CONTROL PANEL:**

A lift station control panel is not required. The County recently installed a control panel for the existing lift station which is intended to run the new lift station. The Contractor is required to install new conduit, pull new wires for pump operation, overtemperature and seal leak switches, level floats or sensors and land them on the existing terminal blocks within the existing enclosure. County installed some temporary conduit between this control panel and the existing lift station. Contractor shall dispose of existing conduit when installing new lift station per plans.

**ALUMINUM HATCH COVER:**

The wet well cover shall be constructed of 0.250 inches thick mill finish aluminum diamond plate with 300 series stainless steel hardware, 300 psf live load rating, incorporating a continuous concrete anchor. The access hatch shall have a recessed handle and locking pin. The hatch shall be held open, locked in the vertical position by means of a hold open arm of corrosion resistant design. The cover shall be mounted to the wet well with a least six 300 series stainless steel fasteners of at least 0.375 inches in diameter.

**99-1.03 CONSTRUCTION AND WORK SEQUENCING****EXISTING LIFT STATION REMOVAL**

The existing lift station, as shown on the plans, shall be removed. Pump control panel, frames, covers, shells, internal piping, and valves within the adjacent valve vault shall be removed and disposed of by Contractor at a site certified to accept such waste. Existing pumps shall be salvaged to the County.

Existing lift station penetrations that are to remain in place and used for the new lift station shall be plugged temporarily to prevent spills once the Contractor has bypassed sewage to the aeration tank. The Contractor shall remove and dispose of any remaining appurtenances. Pipe used to convey sewage from the existing adjacent valve vault may be permanently plugged and abandoned in place or removed and disposed of if it interferes with the proposed lift station installation.

The work site or excavation shall be secured with temporary chain link fence, Type CL-6, at all times when the site is unattended by the Contractor.

Contractor shall provide means and method to bypass incoming sewage to allow the wastewater treatment facility to continue processing incoming sewage during construction. Contractor shall be responsible for the proper operation of the bypass at all times. Contractor shall ensure the chosen bypass method does not cause raw sewage overflows or spills. Contractor shall ensure bypass method does not cause backup of raw sewage into the upstream manhole with an overflow to Pond 2. Bypass method may include providing one or a combination of the following:

- A. Temporary pump and piping bypass from the manhole upstream of the bar screen structure to the aeration side of the aeration tank. Contractor shall install equipment to screen rags from the sewage before entering the aeration tank.
- B. Install temporary pump and piping bypass in the screening structure upstream of the bar screen to the aeration side of the aeration tank. Contractor shall install equipment to screen rags from the sewage before entering the aeration tank
- C. Contractor proposed and Engineer approved method.

The existing lift station shall not be disconnected until all footings, connections, piping, and appurtenances are potholed, verified and installed and the new lift station is onsite, and fit to replace all functionality of the existing lift station. All possible measures shall be taken to minimize the amount of time between disconnection of the existing lift station and startup of the new lift station. Contractor may propose alternate method(s) of installation to what is depicted in the Plans, to further minimize the time required to commission the system.

The Contractor is responsible for verifying the location of all existing underground facilities, within the project area, that may have the potential to conflict with the location of proposed improvements, and other work as shown on the Plans. The County has made every effort to show locations of any and all existing surface and subsurface structures. However, actual field conditions and locations can vary considerably from the plan locations. Therefore, the County cannot, and does not, assume responsibility for the existence or location of any structure such as, but not limited to, utilities and pipelines. The contractor is responsible for contacting all agencies and/or owners to verify this information prior to and during construction of any of the proposed improvements. If any existing utilities are found in conflict with the proposed location of the improvements shown on the plans, the Contractor shall contact the Engineer. The Engineer shall provide

the Contractor with new grades to eliminate such conflict or shall arrange to have the utilities relocated to avoid the conflict. The Contractor shall work with the Engineer to schedule surveyors to be onsite during pot-holing of conflicts for utility elevation verification. Any delays, which may result from failure of the Contractor to pothole potential utility conflicts, shall be at the Contractor's expense.

### **LIFT STATION INSTALLATION**

The prefabricated FRP lift station shall be installed by the contractor according to the lift station manufacturer's published instruction.

Basins, valves, equipment, and piping materials should be physically and visually inspected before installation. Adherence to the project's specifications should also be confirmed before installation. If damage to the basin or any of its internal components, installation should be suspended until the manufacturer or its agent can make a determination of the extent of damage. Any repairs must be first authorized in writing by the manufacturer, and then completed in accordance with their instructions.

### **FIELD QUALITY CONTROL**

Start-Up Service:

- A. The initial startup of the prefabricated FRP lift station shall be performed by a qualified factory representative of the lift station manufacturer. It shall be the responsibility of the factory representative to supervise the startup and instruct the owner's personnel in the proper operation and maintenance procedures for the entire prefabricated FRP lift station.

### **BACKFILLING**

Backfill material should be clean, well granulated, free flowing, non-corrosive, and inert. It should be free of ice, snow, debris, rock, or organic material, all of which could damage the basin and interfere with the compaction of the backfill material. The largest particles shall not be larger than 3/4 inches. Not more than 3% (by weight) should pass through a #8 sieve, and the backfill material shall conform to ASTM C-33, Paragraph 9.1 requirements.

- A. Approved backfill materials include:
  - a. Pea Gravel, naturally rounded particles with a minimum diameter of 1/8 inch and a maximum diameter of 3/4 inch.
  - b. Crushed Rock, washed and free-flowing angular particles between 1/8 inch and 1/2 inch in size.
- B. Placement and Compaction of Backfill: Backfill materials shall be placed in a 12 inch lifts and compacted to a minimum soil modulus of 700 pounds per square inch (psi).
- C. Supporting Piping, Equipment and Accessories: Support for piping, equipment and other accessories must be provided during installation and backfilling. Using the basin to support piping, equipment, cribbing, bracing or blocking is not permitted.

### **TESTING**

After completion of the installation of the Prefabricated Fiberglass Reinforced Polyester (FRP) Lift Station unit shall be field tested to ensure compliance with the performance requirements as specified. The Lift Station shall be continuously operated for a minimum of two (2) hours.

### **CERTIFICATION**

Manufacturer's field engineer or representative shall certify that the pump has been installed in accordance with the manufacturer's instructions, that trial operation of the pump has been satisfactorily completed, and that the pump will meet performance requirements.

### **99-1.03A TRAINING, MEETINGS AND PUBLIC AWARENESS**

Training and meetings are held at times and locations the Contractor and the Engineer agree to.

### **99-1.04 PAYMENT**

Refer to Section 9-1.08 for Payment and Bid Item description.

## **100 – PIPE, FITTINGS, VALVES AND APPURTENANCES**

### **100-1.01 GENERAL**

This section includes specifications for furnishing and installation of pipe, fittings, and valves in conformance with these special provisions, as shown on the plans and as directed by the Engineer.

AWWA standards shall govern in all conditions not covered by these special provisions.

At the discretion of the Engineer, any pipe, valves, or equipment damaged in either appearance or function as a result of the Contractor's operations shall be replaced at the Contractor's expense and no further compensation will be allowed therefor.

All work performed under this section shall meet all recommendations and requirements of Uniform Plumbing Code (UPC), NFPA 24-96, ASTM D2774-94, and all other applicable national, state, local, and supplier standards and regulations.

The Contractor shall furnish and install all pipe and fittings as shown on the plans and as directed by the Engineer. **The Contractor shall field verify and identify underground infrastructure and accurately measure critical points of connection (i.e. point of connection of new piping, underground piping, etc). Dimensions or size for items to be supplied or fabricated for the completion of this contract shall be clearly shown on the submittals.**

Pipe shall be cut from measurements taken at the site and not from the Plans. All necessary provisions shall be taken in laying out piping to provide throughout for expansion and contraction. Piping shall not obstruct openings or passageways. Pipes shall be held free of contact with building construction so as not to transmit noise resulting from expansion.

### **100-1.02 MATERIALS**

Submittal of documents shall be in conformance to Section 5-1.23A of these special provisions unless otherwise specified herein or directed by the Engineer. Submit immediately after award of this Contract by the Board of Supervisors a list of materials which the Contractor proposes to install together with the drawings and other data as specified in these special provisions. The materials list shall be a complete listing of the manufacturer, catalog number, size, and capacity of the manufactured articles. There shall be a working drawing for each piece of equipment as planned to be installed and for other materials to be fabricated for the installation.

### **GATE VALVES**

Install valves complete with operating handwheels or levers, chainwheels, extension stems, floor stands, gear actuators, operating nuts, chains, and wrenches required for operation. Valves shall have the name of the manufacturer and the size of the valve cast or molded onto the valve body or bonnet or shown on a permanently attached plate. Coat metal valves located above ground or in vaults and structures the same as the adjacent piping.

Gate valves shall open left. Two operating wrenches of the appropriate size and type and of the length specified by the Engineer shall be furnished by the Contractor.

Gate valves aboveground:

- A. Valves less than 3 inches in size for clean water and air service: Manufacturer's standard bronze, solid wedge disc, rising stem, screwed end, Class 150 pounds:
  - a. Manufacturers: One of the following or equal:
    - 1) Crane, Figure 431.
    - 2) Jenkins, Figure 47.
    - 3) Lunkenheimer Company, Figure 2151.
- B. Valves 3 inches in size and larger:
  - a. Resilient wedge type in accordance with AWWA C515.
  - b. Flange, iron body, and bonnet rated for 200-pound working pressure. Provide O-ring seal between valve body and bonnet.
  - c. Ductile or cast-iron wedge encapsulated in nitrile rubber and capable of sealing in either flow direction.
  - d. Bronze stem with double or triple O-ring or braided packing stem seals.
  - e. Rising stem configuration with handwheel diameter sized to allow opening of valve with no more than a 40-pound pull.
  - f. Coat interior and exterior surfaces of valve body and bonnet with fusion-bonded epoxy in accordance with AWWA C550.
  - g. Manufacturers: One of the following or equal:
    - 1) M&H/Kennedy Valve Company.
    - 2) Mueller.
    - 3) American Flow Control, Series 2500.

Gate valves underground:

- A. Resilient wedge type in accordance with AWWA C515.
- B. Iron body, resilient seat, non-rising stem, double O-ring stem seal.
- C. Ductile or cast-iron wedge encapsulated in nitrile rubber and capable of sealing in either flow direction.
- D. Bronze stem with double or triple O-ring or braided packing stem seals.
- E. Coat interior and exterior surfaces of valve body and bonnet with fusion-bonded epoxy in accordance with AWWA C550.
- F. Valve operator: Provide standard AWWA 2-inch operating nut, matching valve key, and valve box for operating stem.
- G. Manufacturers: One of the following or equal:
  - a. M&H/Kennedy Valve Company.
  - b. Mueller Company.
  - c. American Flow Control.

## **SWING CHECK VALVES**

Swing check valves shall be iron-body and shall conform to the latest revision of ANSI/AWWA C-508. Check valve disc and clapper arm assembly shall be removable from the check valve body without having to remove the check valve from the pipeline. The check valve shafts are to be stainless steel with corrosion resistant bearings and the valve seating surfaces shall be bronze. Check Valves shall be manufactured by American Flow Control series 50-SC, M&H Valve Company style 59, Clow or approved equal. Flanged end connections shall fully conform with ANSI B16.1 for Class 125 or equivalent.

## **SUPPORTS AND ANCHORAGES**

Piping, conduit, and equipment supports and anchorages shall be installed so piping live and dead loads and stresses from movement will not be transmitted to connected equipment. The location of anchorage or support for pipe shall be as shown on the plans unless otherwise directed by the Engineer.

Zinc coated or stainless-steel wedge-type anchors shall be used for installing pipe and equipment support or anchorages. Install wedge anchors according to manufacturer recommendations. Wedge anchors shall be manufactured by Simpson Strong-Tie, Hilti, Inc., ITW Ramset/Red Head or approved equal. Metal

framing systems for support or anchorage shall be manufactured by B-Line Systems, Inc, GS Metals Corp., Power-Strut Div.; Tyco International, Unistrut Corp.; Tyco International, Ltd., or an approved equal.

Install equipment level and plumb, parallel and perpendicular to other systems and components as shown on the plans or as directed by the Engineer.

The Contractor shall use hangers, anchors, and supports with galvanized, metallic coatings for piping and equipment that will not have field-applied finish.

Galvanized pipe hold downs/straps for pipe anchorage shall be B2400 Standard Pipe Straps, manufactured by B-Line Systems, Inc, or single piece pipe strap manufactured by Tyco International, Unistrut Corp., or an approved equal. Pipe hold downs/straps shall be sized to the type and size of the pipe to be anchored and shall include all hardware necessary to install the hold down as recommended by the manufacturer.

Adjustable pipe stands with threaded base shall be galvanized and shall come complete with adjusting nuts and hardware. Galvanized pipe stands for pipe support and anchorage shall be B3092 Adjustable Pipe Saddle Support with Yoke and B3088 Base Stand manufactured by B-Line Systems, Inc, or approved equal.

### **POLYVINYL CHLORIDE WATER PIPE (PVC)**

- A. General: PVC pipe 4 inches through 12 inches in diameter shall conform to AWWA C900, unless otherwise specified. PVC pipe 14 inches in diameter and larger shall conform to AWWA C905, unless otherwise specified.
- B. The pipe shall be minimum PR 305 (DR 14) unless shown otherwise. Each length of pipe shall be marked with the manufacturer's name, nominal size, pressure classification, and date of manufacture.
- C. Joints: Joints shall be push-on type couplings or integral socket bell PVC pipe unless otherwise shown with rubber gaskets conforming to ASTM D 3139 and ASTM F 477. Integral socket bells of PVC pipe or separate couplings shall meet the same strength requirements as that of the pipe. All component parts of each joint including gaskets and coupling shall be clearly marked for use with the pipe for which they are intended.
- D. Fittings: Fittings shall be of ductile iron conforming to ANSI A21.10 (AWWA C153) with push-on joint bell to fit the particular make of pipe furnished. Fittings shall have a pressure rating at least equivalent to that of the pipe used and shall be cement mortar lined in accordance with ANSI A21 (AWWA C104).
- E. Fittings: Fittings shall be of ductile iron conforming to ANSI A21.10 (AWWA C 153) for mechanical joints. Dimensional and material requirements for pipe ends, glands, bolts, nuts, and gaskets shall conform to ANSI A 21.11 (AWWA C111). Pipe smaller than 4 inches shall have screwed or grooved joints.
- F. SCHEDULE 80 PVC PIPE
  - 1. General: PVC pipe less than 4 inches in diameter shall be domestically produced rigid polyvinyl chloride (PVC) compound, Type I Grade I, with a Cell Classification of 12454 as defined in ASTM D1784, trade name designation H707 PVC. This compound shall be gray in color as specified.
  - 2. PVC pipe shall be manufactured in strict accordance to the requirements of ASTM D1785 for physical dimensions and tolerances. Each production run of pipe manufactured in compliance to this standard, shall also meet or exceed the test requirements for materials, workmanship, burst pressure, flattening, and extrusion quality defined in ASTM D1785. All belled-end pipe shall have tapered sockets to create an interference-type fit, which meet or exceed the dimensional requirements and the minimum socket length for pressure-type sockets as defined in ASTM D2672. All PVC Schedule 80 pipe must also meet the requirements of NSF Standard

14 and CSA Standard B137.3 rigid PVC pipe for pressure applications, and shall bear the mark of these Listing agencies. This pipe shall have a flame spread rating of 0-25 when tested for surface burning characteristics in accordance with CAN/ULC-S102-2-M88 or equivalent.

3. Product marking shall meet the requirements of ASTM D1785 and shall include: the manufacturer's name (or the manufacturer's trademark when privately labeled); the nominal pipe size; the material designation code; the pipe schedule and pressure rating in psi for water @ 73°F; the ASTM D1785; the independent laboratory's seal of approval for potable water usage; and the date and time of manufacture.
4. PVC fittings shall be schedule 80 grey, socket-type fabricated of ASTM D1784, Type I, Grade 1 conforming to ASTM D2467.

### **JOINT RESTRAINT COUPLINGS**

- A. Mechanical joint restraint coupling shall be of the type that utilizes the follower gland and shall consist of several individual lug bolts with gripping mechanism that prevents the joints from pulling apart. Glands shall be ductile iron conforming to ASTM A536-80, and dimensions shall be compatible to be used with standard mechanical joint fittings for ductile iron pipe. The mechanical restraint joint shall have a minimum working pressure rating equal to that of the pipe with a safety factor of not less than 2. Restrained joints shall have twist off nuts to insure proper installation of restraining grip mechanism. Mechanical joint restrained coupling shall be EBAA, Iron, Inc. MEGALUG; with Mega-Bond coating.; or approved equal. Coating of gland follower body shall be electrostatically applied and heat cured polyester based powder. Wedge assemblies and bolts shall be coated with heat cured fluoropolymer coatings. Restraints shall be designed for the specific type of pipe to be restrained
- B. Restrained joint fittings shall meet Uni-B-13 for PVC and be FM and UL approved through 12-inch for both ductile iron and PVC.

### **DUCTILE IRON PIPE**

- A. General: Ductile iron pipe shall conform to ANSI A21.51 (AWWA C151), and shall be Class 52 unless shown otherwise. Pipe for grooved or flanged joints shall be no less than Class 53.
- B. Joints:
  1. Buried pipe and pipe fittings shall have push-on joints or mechanical joints conforming to AWWA C111. Flanged joints, sleeve-type mechanical couplings, and grooved-type couplings shall be used when shown.
  2. For push-on joints, shape of pipe ends shall conform to ANSI A21.11 (AWWA C111). Gaskets and lubricant for pipe and fittings shall conform to ANSI A21.11 (AWWA C111).
  3. For mechanical joints, dimensional and material requirements for pipe ends, glands, bolts, nuts, and gaskets shall conform to ANSI A 21.11 (AWWA C111). Pipe smaller than 4 inches shall have screwed or grooved joints
  4. For flanged joints, ends of pipe shall be provided with flanges conforming to ANSI A21.15 (AWWA C115), and to ANSI B16.5 for 150 lb. class. Bolts, nuts, and gaskets for flanged connections shall conform to ANSI B18.2.1. For grooved joints, groove specifications shall conform to ANSI/AWWA C606.
- C. Fittings: Fittings with push-on, mechanical joint, grooved joints and flanged ends shall



conform to ANSI A21.53 (AWWA C153). Fittings shall have pressure rating of 350 psi for 3"-24" and 250 psi rating for 30"-48" pipe. Fittings shall have cement- mortar lining equivalent to that of the pipe lining.

- D. Coating: Pipe shall be epoxy coated **per ANSI/AWWA C550**
- E. All buried ductile iron pipe shall be encased in an 8 mil lining of polyethylene, installed per AWWA C105.

#### **FLANGED JOINTS**

- A. Flange shall conform to ANSI B16.5, Class 150.
- B. All steel hardware installed underground shall be coated with a rust preventative, wrapped with 4 mil polyethylene sheeting, and secured with PVC tape.
- C. Gaskets shall meet the pressure requirements of the adjoining flanges and shall conform to AWWA C-207. Gaskets for flat faced flanges shall be 1/8-inch thick.
- D. Gaskets for metallic pipe and non-potable 150 psi or less services shall be acrylic or aramid fiber bound with nitrile; Garlock Blue-Gard 3000 or equal. EPDM rubber gaskets, Garlock 98206 or equal, are also acceptable.
- E. Gaskets for metallic pipe shall be EPDM rubber, Garlock 98206 or equal.
- F. Gaskets for non-metallic flat faced flanges shall be constructed of a fluoroelastomeric material with a hardness of 70 durometer designed specifically for lower seating stress. Gaskets shall be Garlock Style XP or equal.

#### **FASTENERS**

- A. All fasteners shall include washers under both bolt head and nut unless the use of washers is incompatible with the fitting design.
- B. Unless otherwise noted, all bolts, tie rods, and T-bolts used to secure flanges, fittings, and couplings located underground or submerged in liquid shall be Type 304 or 316 stainless steel per ASTM A320 or ASTM A193. Nuts shall be 304 or 316 stainless steel per ASTM A 194 and washers shall be ASTM F436 Type 3.
- C. Unless otherwise noted, all bolts, tie rods, and T-bolts used to secure flanges, fittings, and couplings located indoors, above grade, and in vaults shall be carbon steel conforming to ASTM A307, Grade B with ASTM A563A nuts and ASTM F436 washers. Bolts, nuts, and washers shall be hot dipped galvanized in accordance with ASTM F2329. Stainless steel meeting the requirements of Paragraph B shall also be acceptable.

#### **MARKING TAPE**

- A. Capable of being inductively detected electronically.
- B. Construction: Metallic foil laminated between two layers of impervious plastic film not less than 3 inches wide. Total thickness of tape shall not be less than 0.005 inch (5 mil), ±10 percent manufacturing tolerances.
  - 1. Film: Inert plastic. Each film layer shall be not less than 0.001 inch (1.0 mil) thick.
  - 2. Foil: Not less than 0.001 inch (1.0 mil) thick
  - 3. Adhesive: Compatible with foil and film.
- C. Imprint: 3/4-inch or larger bold black letters.

- D. Legend: Identify buried utility line tape with imprint such as "Caution: Sewer Line Below". Repeat identification at approximately 24-inch intervals.
- E. Background Color: APWA color code for sewer
- F. Manufacturer: Lineguard Inc, Weaton Illinois; Reef Industries or engineer approved equivalent.

#### **TRACER WIRE**

- A. Minimum No. 10 solid 12 AWG copper wire with type HMW-PE insulation, U-Tracer Wire, and shall form a mechanically and electrically continuous line throughout the length of the pipe.
- B. Underground Splicing Connectors: 3M DBR-6 connector, or approved equal, which is UL listed under "UL 486D-Direct Burial," for wet or damp locations, 600 volts. Connectors that are not listed at all, or under UL: Standard UL 486C as "Compression Connectors," shall not be allowed.

### **100-1.03 CONSTRUCTION**

#### **HANDLING AND DISTRIBUTION OF MATERIALS**

- A. Delivery: Handle pipe carefully to ensure delivery at the project site in sound, undamaged condition. Contractor shall replace damaged pipe at no additional expense to the Owner.
- B. Storage: Do not store materials directly on the ground. Adequately support piping to prevent warping. Use protective covers where pipe may be damaged by direct sunlight.
- C. No more than one week's supply of material shall be distributed in advance of pipe laying operations, unless otherwise approved or required.
- D. Before laying, pipe shall be inspected for cracked, broken, or defective pieces. Such pieces shall be rejected. Pipe shall be carefully lowered into the trench to prevent damage. All dirt or other foreign matter shall be removed from inside the pipe before lowering into the trench.

#### **INSTALLATION OF BURIED PRESSURE PIPING**

- A. General: Pipe, fittings, and appurtenances shall be installed in accordance with the manufacturer's instructions and in accordance with the following references as appropriate:
  - 1. PVC pipe – AWWA C900
- B. Handling: The pipe shall be protected to prevent entrance of foreign materials during laying operations. When laying is not in progress, open pipe ends shall be protected with a watertight plug or other approved means to exclude water or foreign material.
- C. Alignment:
  - 1. Mains shall be installed to the grades and elevations indicated and shall have a minimum cover of 30-inches from the top of the pipe to existing ground or paved surface unless otherwise indicated.
  - 2. The allowable angle of deflection at any joint shall not exceed the amount recommended by the pipe manufacturer for the particular pipe size used. Deviation of any pipe section from the line and grade indicated shall not exceed 1/2-inch.

D. Joints:

1. Pipe shall be assembled and joined in accordance with the manufacturer's published instructions for the type of pipe and joint used. All portions of the joints shall be thoroughly cleaned before the sections of pipe are assembled. The ends of each pipe shall abut against the next pipe section in such a manner that there shall be no unevenness of any kind along the bottom half of the interior of the pipe. Where mechanical joints are used, the pipe shall be marked in such a manner that it can be determined after installation that the pipe is properly seated.
2. Mechanical restrained joints shall be installed in accordance with joint manufacturer's instructions and recommendation

E. Polyethylene encasement:

1. Wrap all buried ductile iron pipe and fittings in 2 layers of loose polyethylene wrap in accordance with AWWA C105.
2. Polyethylene encasement shall be continuous and terminated neatly at connections to below grade equipment or structures.
3. At wall penetrations, extend encasement to the wall and neatly terminate.
4. At slab penetrations, extend encasement to 2 inches below the top of slab and neatly terminate.
5. When rising vertically in unimproved areas, extend encasement 6 inches above existing grade and neatly terminate.
6. Repair tears and make joints with 2 layers of plastic tape.
7. All work shall be inspected prior to backfilling of pipe and associated items.

**THRUST BLOCKS OR MECHANICAL RESTRAINED JOINTS**

- A. Thrust blocks shall be used only where specifically allowed on the drawings or with prior approval by the Engineer.
- B. Place concrete thrust blocks at all tees, elbows, plugs, and other locations where unbalanced forces exist in underground pipe in accordance with details shown. Place blocks between undisturbed ground and fitting to be anchored. Place blocking so that pipe and fittings will be accessible for repairs. Thrust blocks shall be of such size as to give bearing against undisturbed vertical earth banks sufficient to absorb the thrust from line pressure, allowing a maximum earth bearing pressure of 500 pounds per square foot per foot of depth below natural grade or as shown.
- C. Restrained joint fittings may be used in-lieu of thrust blocks, at the discretion of the Engineer. Contractor shall submit shop drawings showing methods of joint restraint for each type of restrained joint fitting to be used including the length of pipe having restrained push-on joints on all pipes which connect to the restrained fitting.
- D. When it is necessary to restrain push-on joints adjacent to restrained fittings, a harness restraint device shall be used. All harnesses shall have a pressure rating equal to that of the pipe on which it is used. Harness assemblies including tie bolts conform to ASTM A536-80.

**INSTALLATION OF EXPOSED PIPING**

- A. General - Pipe shall be installed as specified, as indicated on the Plans or, in the absence

of detail piping arrangement, in a manner acceptable to the Engineer.

- B. Pipe shall be cut from measurements taken at the site and not from the Plans. All necessary provisions shall be taken in laying out piping to provide throughout for expansion and contraction. Piping shall not obstruct openings or passageways. Pipes shall be held free of contact with building construction so as not to transmit noise resulting from expansion.
- C. The inside of all pipe, valves, and fittings shall be smooth, clean, and free from blisters, loose mill scale, sand, dirt, and other foreign matter when erected, to the satisfaction of the Engineer, before being placed in service.
- D. Stuffing box leakage from water sealed pumps shall be contained and not allowed to into storm drains.
- E. Taps for pressure gauge connections on piping and equipment shall be provided with a nipple and a ball type shutoff valve. Drilling and tapping of pipe walls for installation of pressure gauges or switches will not be permitted.
- F. A union shall be provided within 2 feet of each end of threaded end valves unless there are other connections that facilitate easy removal of the valve. Unions shall also be provided in piping at locations adjacent to devices or equipment that may require removal in the future and at locations required by the Plans or other sections of the Specifications.
- G. Provide unions on exposed piping and tubing 3-inches and smaller as follows:
  - 1. At every change in direction (horizontal and vertical).
  - 2. Downstream of valves, 6 to 12 inches.
  - 3. As shown on plans.
- H. In all piping except air piping, insulating fittings shall be provided to prevent contact of dissimilar metals.
- I. Pipe Joints - Pipe joints shall be carefully and neatly made in accordance with the requirements that follow.
  - 1. Threaded - Pipe threads shall conform to ANSI/ASME B1.20.1, NPT, and shall be full and cleanly cut with sharp dies. Not more than three threads at each pipe connection shall remain exposed after installation. Ends of pipe shall be reamed, after threading and before assembly, to remove all burrs.
  - 2. Flanged - Flange bolts shall be tightened sufficiently to slightly compress the gasket and effect a seal, but not so tight as to fracture or distort the flanges. A plain washer shall be installed under the head and nut of bolts connecting plastic pipe flanges. Anti-seize thread lubricant shall be applied to the threaded portion of all stainless steel bolts during assembly. Connecting flanges shall have similar facings, i.e., flat or raised face.

## **ACCEPTANCE TESTS FOR BURIED PRESSURE PIPING**

- A. General.
  - 1. All testing and inspection shall be performed after final backfill and compaction operations are complete. If the Contractor so desires, he may pretest the lines at his own expense, but final testing must be performed after compaction requirements have been approved.

## **ACCEPTANCE TEST FOR EXPOSED PIPING**

- A. Pipe to be Tested - All new installed piping sections shall be pressure and leakage tested as specified herein.
- B. Pressure Testing - After the section of line to be tested has been filled with water or other test media, the test pressure shall be applied and maintained without interruption for 2 hours plus any additional time required for the Engineer to examine all piping undergoing the test and for the Contractor to locate all defective joints and materials.
  - 1. Test medium: all piping may be tested using plant water subject to Engineer's approval.
  - 2. Pipe system shall be tested at 1-1/2 times the operating pressure, or 100 psi, whichever is greater, using the appropriate test fluid medium.
  - 3. All piping shall be tight and free from leaks. All pipe, fittings, valves, pipe joints, and other materials that are found to be defective shall be removed and repaired or replaced with new and acceptable material, and the affected portion of the piping be retested until satisfactory. The cost of any retests, including time for the Engineer, shall be borne by the Contractor at no additional cost to the project.

Compressed air or gas under pressure shall not be used to test plastic piping unless specifically recommended by the pipe manufacturer.

Leakage may be determined by loss of pressure, soap solution, chemical indicator, or other positive and accurate method acceptable to the Engineer. All fixtures, devices, or other accessories which are to be connected to the lines and which would be damaged if subjected to the specified test pressure shall be disconnected and ends of the branch lines plugged or capped as required during the testing procedures.

## **100-1.04 PAYMENT**

Refer to Section 9-1.08 for Payment and Bid Item description.

## **101 – SLUDGE DIGESTER TANK AND APPURTENANCES**

### **101-1.01 GENERAL**

This section includes specifications for furnishing and installation of a cross-linked high-density vertical polyethylene sludge storage/digester tank in conformance with these special provisions, as shown on the plans and as directed by the Engineer.

At the discretion of the Engineer, any equipment damaged in either appearance or function as a result of the Contractor's operations shall be replaced at the Contractor's expense and no further compensation will be allowed therefor.

All work performed under this section shall meet all recommendations and requirements of the tank manufacturer requirements, and all other applicable national, state, local, and supplier standards and regulations.

The Contractor shall furnish and install the tank, and all anchoring appurtenances and hardware. **The County will make all penetrations to the tank for plumbing between the tank and wastewater treatment facility. The Contractor shall field verify and identify underground infrastructure before**

**ordering, receiving or setting the tank, or forming the concrete pad. Dimensions or size for items to be supplied or fabricated for the completion of this contract shall be clearly shown on the submittals.**

#### **101-1.02 MATERIALS**

Submittal of documents shall be in conformance to Section 5-1.23A of these special provisions unless otherwise specified herein or directed by the Engineer. Submit immediately after award of this Contract by the Board of Supervisors a list of materials which the Contractor proposes to install together with the drawings and other data as specified in these special provisions. The materials list shall be a complete listing of the manufacturer, catalog number, size, and capacity of the manufactured articles. There shall be a working drawing for each piece of equipment as planned to be installed and for other materials to be fabricated for the installation.

Submit statement by the manufacturer certifying compatibility of the tank materials with the liquid to be stored.

Tanks shall be circular in cross-section, vertical, complete with manway, lifting lugs and anchoring system. Covered tanks shall be vented. Tanks shall be marked to identify the manufacturer, date of manufacture, serial number, and capacity. Tanks shall meet the requirements of ASTM D1998 unless otherwise indicated. Tanks and appurtenances shall be high density cross-linked polyethylene tanks manufactured by Assmann Polyethylene Tanks, Snyder Industries, Poly Processing or equal.

#### **101-1.03 CONSTRUCTION**

##### **SERVICE CONDITIONS**

The storage tank shall have a nominal 5,000-gallon capacity to store sludge from the wastewater treatment facility. The stored liquid is considered sludge from standard residential sewage. The tanks dimensions shall be a nominal 102-inch diameter by 158-inch overall height. Ambient operating temperature is 32°F to 110°F. Tank shall have a 24-inch diameter manway.

##### **TANK POSITIONING**

Tanks should be moved, loaded, and unloaded in a horizontal position with a forklift with protected or rounded fork extensions, or with a crane with a spreader bar and 2 slings of appropriate size positioned on each tank. Do not drop a tank off of a truck onto the ground since this may damage the tank and void the tank warranty.

##### **TANK INSTALLATION**

Contractor shall install and anchor the tank onto a concrete pad, as shown in the plans. Installation and anchoring for wind and seismic requirements shall be per tank manufacturer's requirements. County will make all piping, and plumbing penetrations in the tank. County will conduct final leak test once all penetrations are made.

Each tank shall be clearly marked with hazardous material warning signs. Each tank shall also have a sign with the word "DANGER" and the name of the material stored, printed in large block letters and mounted directly adjacent to the tank outlet and tank inlet. Each entry manway shall be provided with a sign ("DANGER--CONFINED SPACE--HAZARDOUS ATMOSPHERE").

#### **101-1.04 PAYMENT**

Refer to Section 9-1.08 for Payment and Bid Item description.

# **Federal Requirements**

# **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.



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**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**1. Minimum wages and fringe benefits**

- i. 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 29 CFR 5.5(d) and (e), 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 (a)(1)(v) of these contract clauses; 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 29 CFR 5.5(a)(4). 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 29 CFR 5.5(a)(1)(iii)) 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.

**ii. Frequently recurring classifications**

- A.** 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 29 CFR 5.5(a)(1)(iii), provided that:
1. 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;
  2. The classification is used in the area by the construction industry; and
  3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). 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.

**iii. Conformance**

- A.** 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:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  2. The classification is used in the area by the construction industry; and
  3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C.** 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](mailto: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.
- D.** 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](mailto: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.
- E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). 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 29 CFR 5.5 (a)(1)(iii)(C) or (D) 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.

**iv. 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.

**v. 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 29 CFR 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.

- vi. 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**

### **i. Withholding requirements**

The U. S. Department of Housing and Urban Development 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 29 CFR 5.5(a) 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 29 CFR 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 (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

### **ii. Priority to withheld funds**

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** 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;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

## **3. Records and certified payrolls**

### **i. Basic record requirements**

**A. 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.

**B. 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.

**C. Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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.

**D. 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.

**ii. Certified payroll requirements**

**A. 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 HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. 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

**B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), 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 Web site 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 sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

**C. 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:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. 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

3. 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.
  - D. **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 29 CFR 5.5(a)(3)(ii)(C).
  - E. **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.
  - F. **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.
  - G. **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.
- iii. **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.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
  - B. **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 29 CFR 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.
  - C. **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 HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, 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**

##### **i. Apprentices**

- A. 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.
- B. 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.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen 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 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), 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.
- D. 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.

#### **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.

**6 Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development 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.

**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.

**9 Disputes concerning labor standards.** 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.**

i. 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 29 CFR 5.12(a).

ii. 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 29 CFR 5.12(a).

iii. 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:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. 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, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

**B. Contract Work Hours and Safety Standards Act (CWHSSA)**

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any 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 must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 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.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) 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 29 CFR 5.5(b)(1), in the sum of \$31 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 29 CFR 5.5(b)(1).

**3. Withholding for unpaid wages and liquidated damages**

**i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance 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 29 CFR 5.5(b) 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 29 CFR 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.

**ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** 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;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** 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 29 CFR 5.5(b)(1) through (5) 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 29 CFR 5.5(b)(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:
- i. 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 29 CFR part 5;
  - ii. 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 29 CFR part 5;
  - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
  - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

#### **F. HEALTH AND SAFETY**

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

### **SECTION 3 CLAUSE**

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

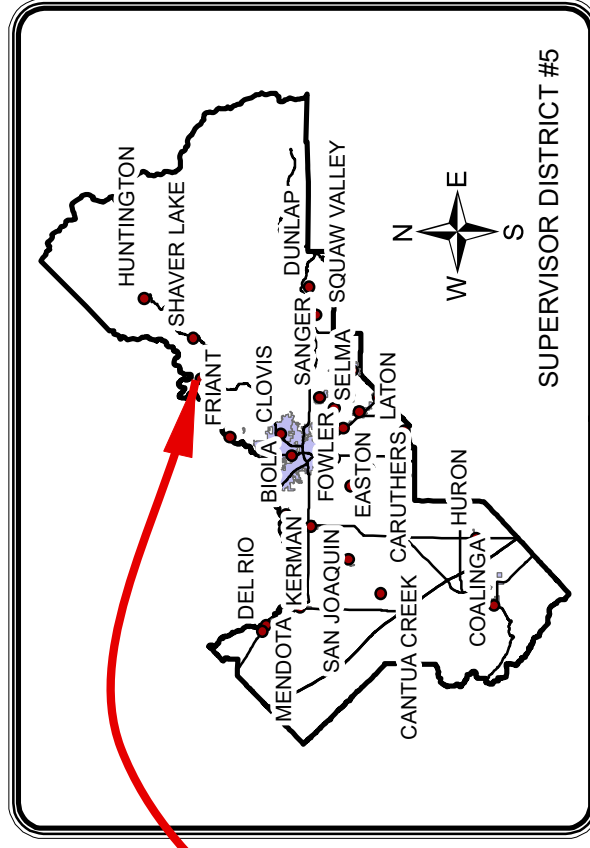
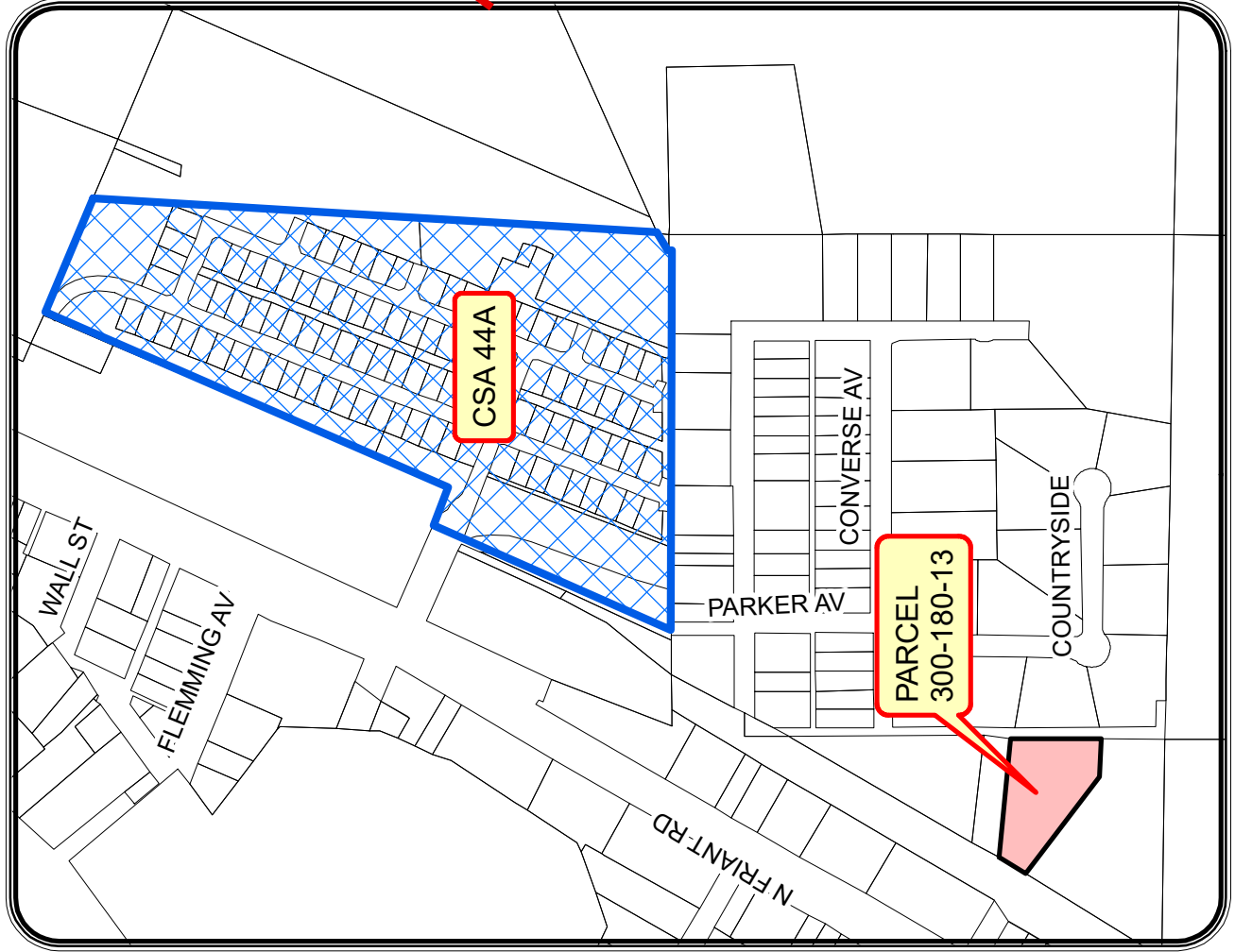
F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

# Project Details

LOCATION MAP

COUNTY SERVICE AREA 44A  
(CSA 44A)  
PARCEL 300-180-13

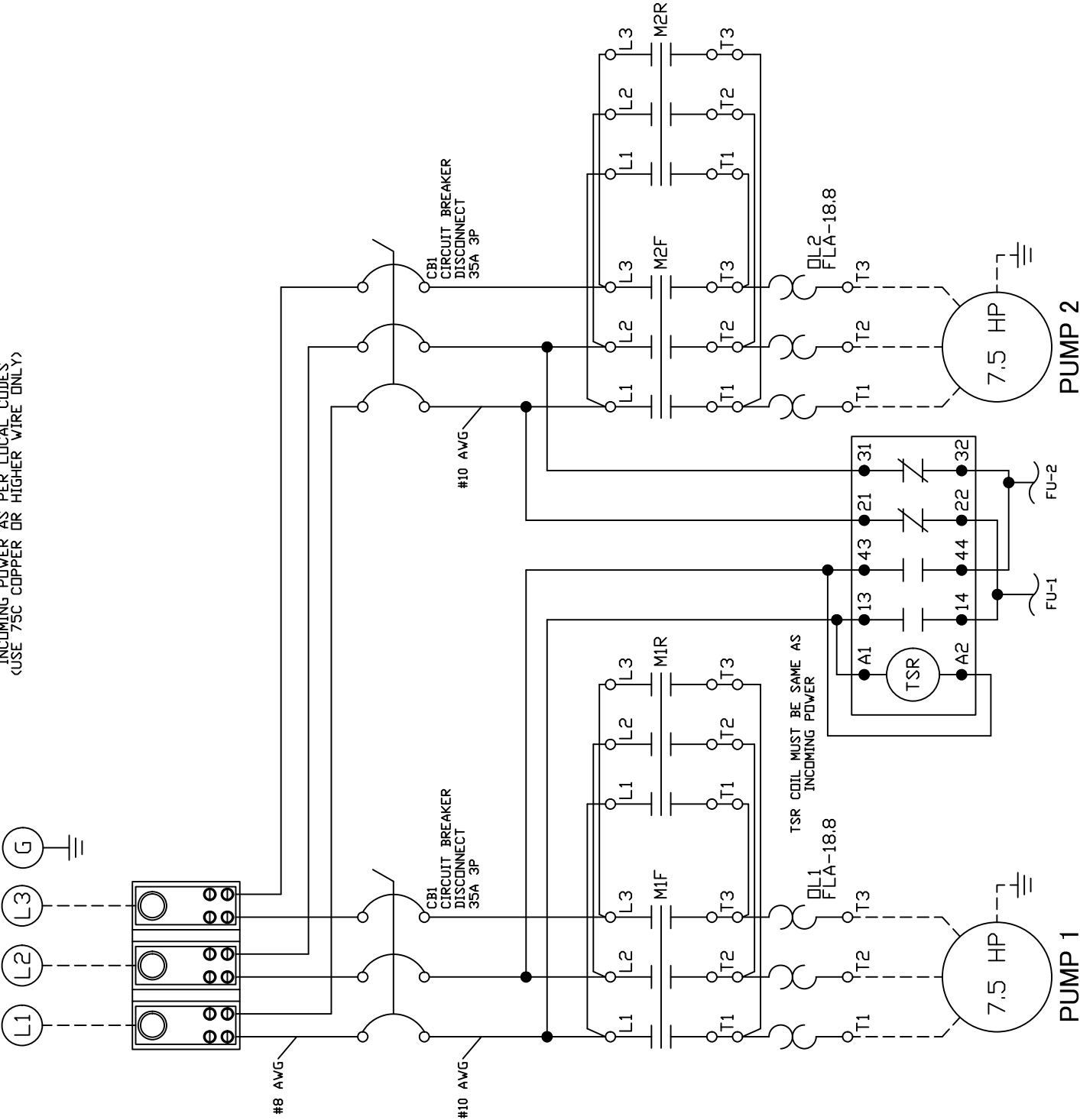


DEPARTMENT OF PUBLIC WORKS  
AND PLANNING

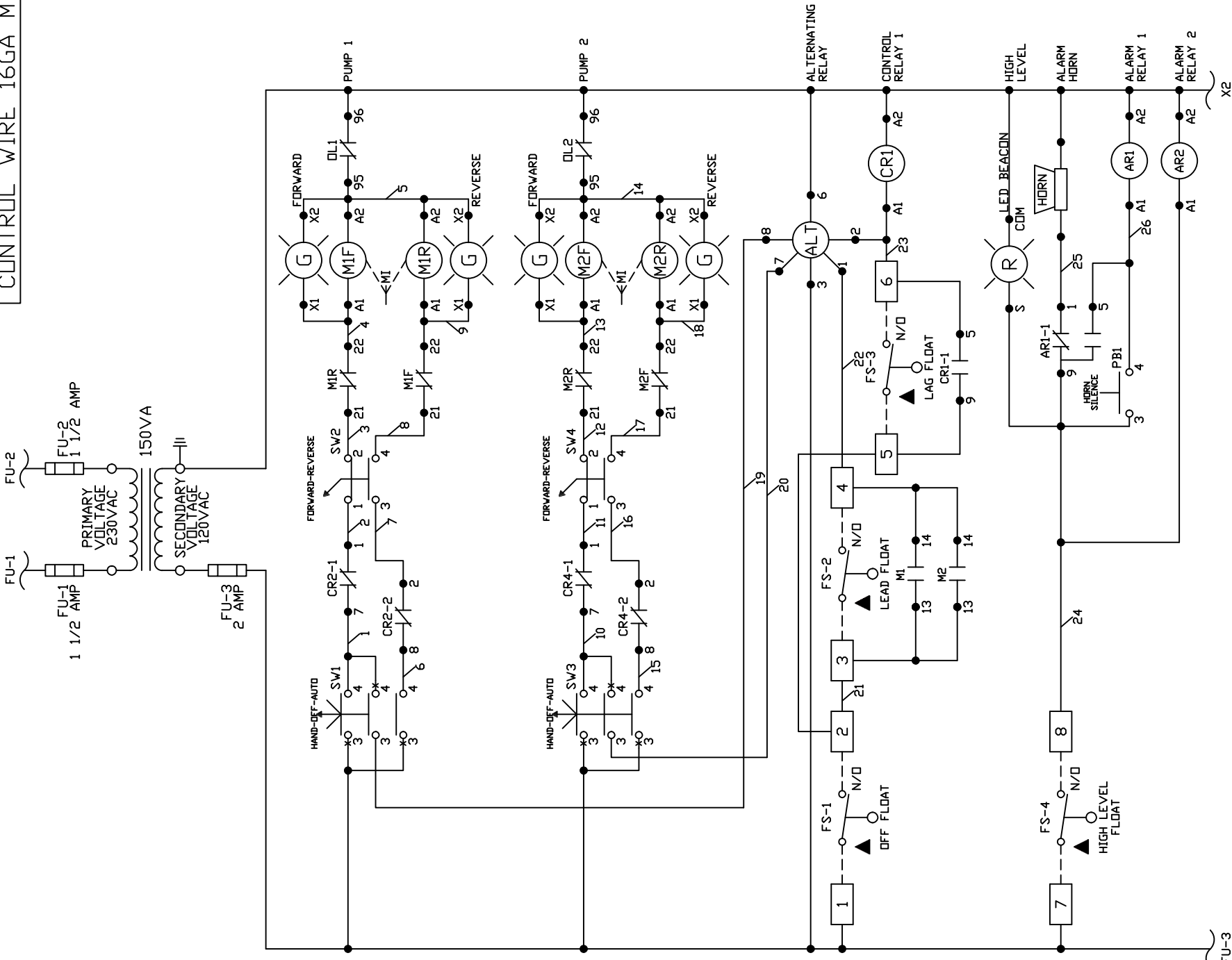
SCALE = 0 250 500 1,000 Feet

INCOMING POWER  
230V-3P-60HZ

MAX FEED BREAKER SIZE: 80 AMPS  
DISCONNECT SIZE: 20 OR LARGER HORSE POWER RATED @ LINE VOLTAGE  
CUSTOMER TO SUPPLY PROPERLY PROTECTED  
INCOMING POWER AS PER LOCAL CODES  
(USE 75C COPPER OR HIGHER WIRE ONLY)



CONTROL WIRE 16GA MTW



LEGEND

- [XX] - FIELD TERMINAL    --- - FIELD WIRING    ▲ - REMOTE DEVICE  
● - PANEL/DEVICE TERMINATION    ⊙ - WIRE JUMPER

REVISIONS

NOTES:

REV.	DESCRIPTIONS	BY.	DATE	CHK.	DATE
1	XX	XX	XX	XX	XX

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— THE ELECTRICAL & MOTOR CONTROL SOURCE

PROJECT: COUNTY OF FRESNALGAS

Designed by  
MAH  
Checked by  
MAH  
Approved by - date  
MAH-07/11/2024  
GUARDIAN INDUSTRIAL SUPPLY, LLC  
10629 METRIC BLVD  
AUSTIN, TEXAS 78758 USA  
P 512-973-3500  
F 512-973-3588

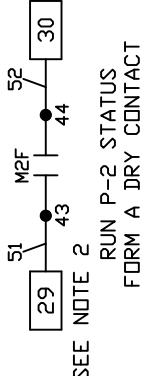
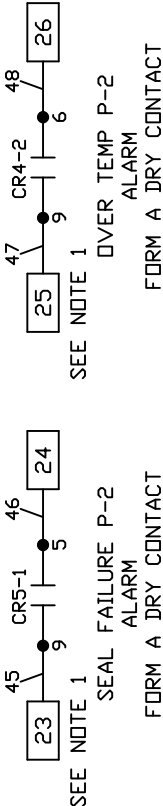
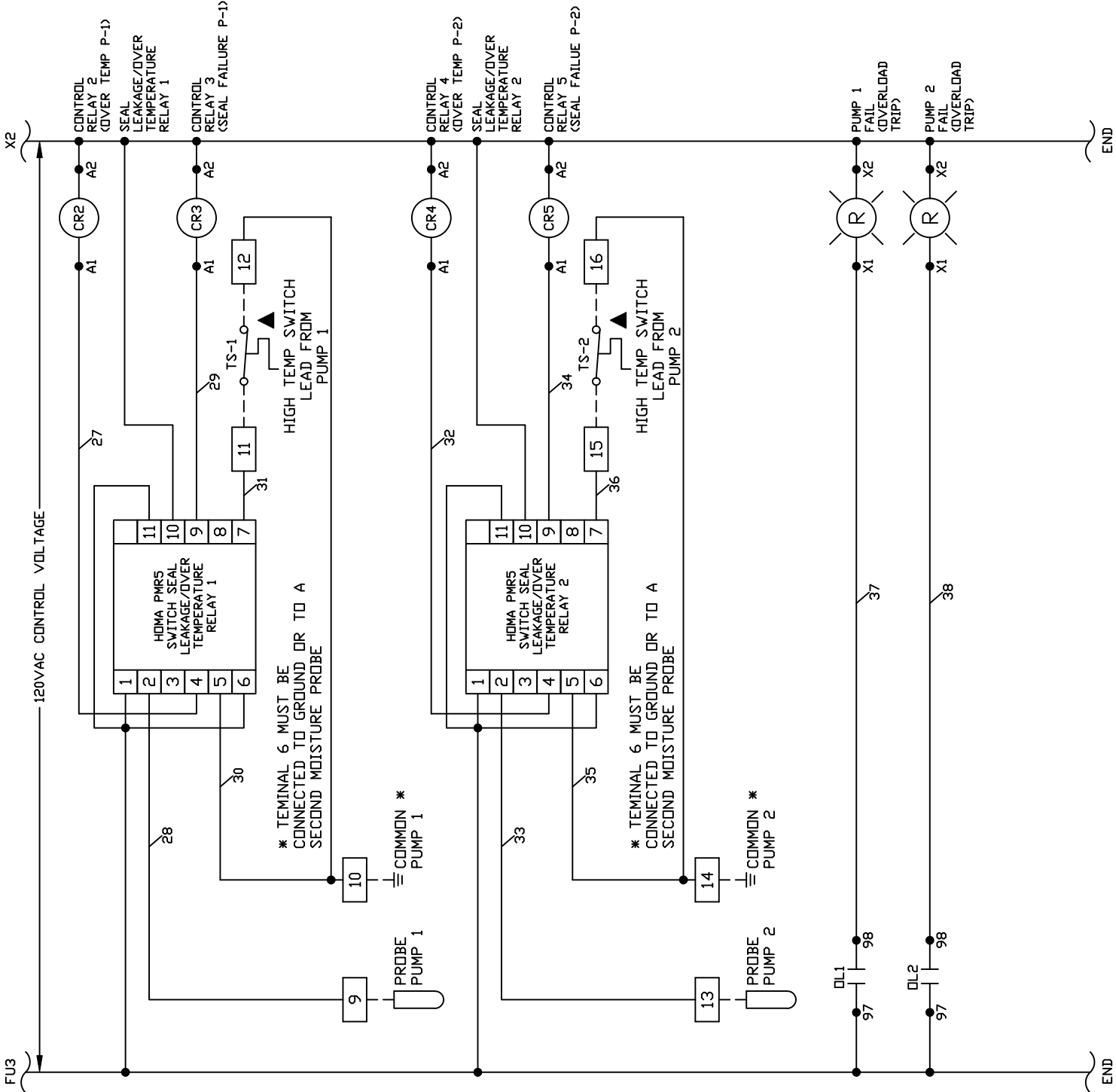
DRAWING NO.  
WD-11248

Filename  
ACAD2024  
Date  
07/11/2024  
Scale  
NTS

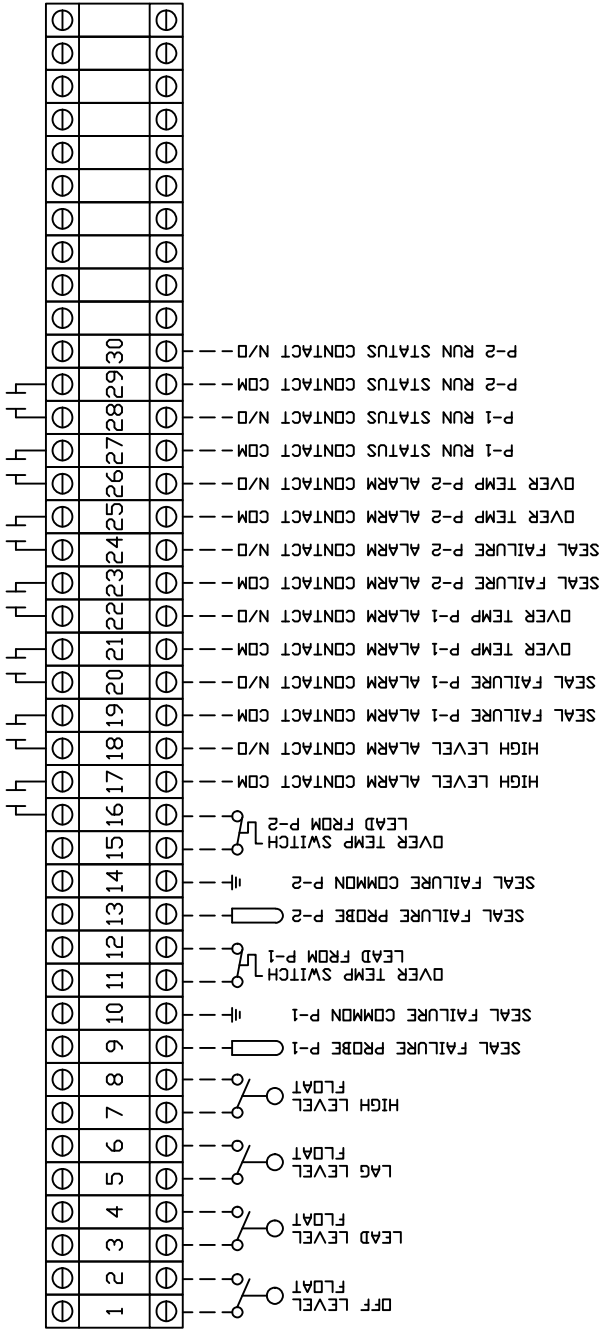
Revision  
0  
Sheet  
1/2

Paper Size: ANSI B

ALARM & STATUS CONTACTS



FIELD CONNECTION



<div><div><div><div><div><div></div><div>XX</div></div></div><div>- FIELD TERMINAL</div></div><div><div><div><div><div></div><div></div></div></div><div>- PANEL/DEVICE TERMINATION</div></div><div><div><div><div><div></div><div></div></div></div><div>- WIRE JUMPER</div></div></div></div><div><div><div><div><div></div><div></div></div></div><div>- FIELD WIRING</div></div><div><div><div><div><div></div><div></div></div></div><div>- REMOTE DEVICE</div></div></div></div></div></div>					
REVISIONS					
REV.	DESCRIPTIONS	BY.	DATE	CHK.	DATE
1	XX	XX	XX	XX	XX
NOTES: 1. CONTACTS RATING 7A @ 240V. 2. CONTACTS RATING 10A @ 600V.					
CONFIDENTIAL PROPRIETARY INFORMATION					
THIS DOCUMENT INFORMATION THAT IS THE IS THE CONFIDENTIAL AND PROPRIETARY PROPERTY ON GUARDIAN AND MAY NOT BE COPIED, PUBLISHED, OR DISCLOSED TO OTHERS, OR USED FOR ANY PURPOSE OTHER THAN REVIEW, WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF AN AUTHORIZED OFFICE OF GUARDIAN. THIS DOCUMENT MUST BE KEPT IN GUARDIAN CONFIDENTIAL FILE WHEN NOT IN USE.					

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THE ELECTRICAL & MOTOR CONTROL SOURCE

PROJECT: COUNTY OF FRESNALS GAS				Paper Size: ANSI B			
Designed by MAH	Checked by MAH	Approved by - date MAH-07/11/2024	Filename ACAD2024	Date 07/11/2024	Scale NTS		
GUARDIAN INDUSTRIAL SUPPLY, LLC 10629 METRIC BLVD AUSTIN, TEXAS 78758 USA P 512-973-3500 F 512-973-3588				DRAWING NO. WD-11248		Revision 0	Sheet 2/2

# SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

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

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

(2) Company/Agency Name and Address:

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(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

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(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

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(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

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**CSA 44A WASTEWATER FACILITY IMPROVEMENTS**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NUMBER:**  
**21271**

**BUDGET / ACCOUNT: 9244 / 0870 / 16400**



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***Department of Public Works and Planning***

**CONTRACT NUMBER 25-01-CD**

# BID BOOK TABLE OF CONTENTS

## CSA 44A WASTEWATER FACILITY IMPROVEMENTS CONTRACT NUMBER 25-01-CD

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	CERTIFICATION OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS
15	STATEMENT OF WORKFORCE NEEDS
16-18	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 inconsistencies 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<sup>th</sup>) 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.

### ***Certification Of Payments To Influence Federal Transactions – Proposal 14***

### ***Statement Of Workforce Needs – Proposal 15***

### **Proposal 16 through – 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**

Alt Total: \$25,000.00

**Total:**

\$363,833.00

Number	Description
25-01-CD	CSA 44A Wastewater Facility Improvements
<b>Deadline</b>	The work to be done consists, in general, of the replacement of the lift station basin and pumps with all necessary appurtenant work, including connection to the existing lift station panel for a new fully functional lift station, installation of a new sludge digester tank, and installation of miscellaneous piping and valves. This project contains additive items including replacement of the entrance chain link access gate.
07/24/2025 02:00 PM PDT	
<b>Vendor</b>	
W. M. Lyles Co.	
<b>Submitted</b>	
07/24/2025 01:39 PM PDT	Community Development Block Grant Project Number: 21271
<b>Signed by</b>	<b>Allows zero unit prices and labor</b>
Kenneth D. Strosnider	No
<b>Account Holder</b> Scott Fults	<b>Allows negative unit prices and labor</b>
<b>Opened</b>	No
07/24/2025 02:10 PM PDT <b>By</b> jbnavarro@fresnocountyca.gov	



# Attachment List

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

---

Specifications (3 MB)  
Specifications (3 MB)

---

Plans (5 MB)  
Plans (5 MB)

---

Addendum 1  
Addendum 1

---

Addendum 2  
Addendum 2

---

# Proposal to the County of Fresno - Proposal 1

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Proposal to the County of Fresno

hereinafter called the Owner

CSA 44A WASTEWATER FACILITY IMPROVEMENTS

CDBG PROJECT NUMBER 21271

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. 11331, entitled: "County Service Area 44A Wastewater Facility Improvements".

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 - Base Bid - Proposal 2

\$338,833.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
1	20,000	\$	SUPPLEMENTAL WORK	\$1.00	\$20,000.00
2	1	LS	MOBILIZATION, INSURANCE AND BONDS	\$25,000.00	\$25,000.00
3	1	LS	PREPARE & IMPLEMENT WATER POLLUTION CONTROL PROGRAM	\$7,500.00	\$7,500.00
4	1	LS	CONSTRUCTION SITE MANAGEMENT	\$5,000.00	\$5,000.00
5	1	LS	TRAFFIC CONTROL	\$1,500.00	\$1,500.00
6	1	LS	DEMOLITION OF EXISTING LIFT STATION AND VALVE VAULT	\$57,300.00	\$57,300.00
7	1	LS	FURNISH AND INSTALL NEW LIFT STATION , PUMPS AND CRANE	\$71,600.00	\$71,600.00
8	1	LS	FURNISH AND INSTALL SLUDGE DIGESTER TANK	\$25,100.00	\$25,100.00
9	1	LS	MINOR CONCRETE - SLUDGE DIGESTER TANK CONCRETE PAD	\$22,056.00	\$22,056.00
10	1	LS	MINOR CONCRETE - CONTROL VALVES CONCRETE PAD	\$11,300.00	\$11,300.00
					Total: \$338,833.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
11	1	LS	MISCELLANEOUS PIPE, VALVES AND APPURTENANCES	\$47,900.00	\$47,900.00
12	1	LS	ELECTRICAL AND CONTROL	\$15,577.00	\$15,577.00
13	1	LS	PERMANENT CHAINLINK FENCE	\$29,000.00	\$29,000.00
					<b>Total: \$338,833.00</b>

Bid Item List - Additive - Proposal 2

\$25,000.00

Item No.	Quantity	Unit	Item Description	Item Price	Extension
Alternate: Owner-agency may award independently from entire bid.					
14	1	LS	CHAINLINK GATE REPLACEMENT	\$25,000.00	\$25,000.00
				Alternate Total: \$25,000.00	
				Total: \$25,000.00	

## Evaluation of Bid Item List - Proposal 3

---

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

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

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

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

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

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

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

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within eight (8) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

# Bid Security - Proposal 4

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**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.

<b>Electronic Bid Bond</b>		
<b>Bond ID *</b>	<b>Surety Agency *</b>	<b>Verify Bid Bond *</b>
83A8-A344-EDA9-3D62	Tinubu Surety (formerly SurePath)	Bid bond verification has been completed.
<b>Surety State *</b>	<b>Principal *</b>	
MS	W.M. Lyles Co	

# 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 \*

7/17/25

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

Addendum No. \*

2

Dated \*

7/23/25



# Bidder Signature - Proposal 4

---

**Business Name \***

W. M. Lyles Co.

*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 \***

Kenneth D. Strosnider, President/Treasurer/Manager  
Ruben Moreno Jr., 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,B

**Contractor License No. \*      Expires \***

422390                              05/31/2026

**DIR Registration Number \***

1000001448

**Business Address \***

525 W. Alluvial Avenue, Fresno, CA

**Zip Code \***

93711

**Mailing Address \***

P.O. Box 28130, Fresno, CA

**Zip Code \***

93729

**Business Phone \***

(559) 441-1900

**Fax Number**

(559) 487-7949

**E-mail Address \***

kstrosnider@wmlylesco.com

**Signature of Bidder \***

Kenneth D. Strosnider

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

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**CDBG PROJECT NUMBER: 21271**

To the County of Fresno:

### **NON-COLLUSION DECLARATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID\*

The undersigned declares:

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

Corporate Officer

**If Corporate Officer please list Title:**

President

**of (Business Name): \***

W.M. Lyles Co.

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: \***

07/21/2025

**at City, State: \***

Fresno, CA

**Signature: \***

Kenneth D. Strosnider

(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

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### 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. 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: \***  
Strategic Mechanical Inc.

**Business Address \***  
4661 East Commerce Avenue, Fresno, CA

**Class**  
C-10

**License No. \***  
834679

**DIR Registration No. \***  
1000001726

**Item No. or Description of Work \***  
Electrical

**Dollar Amount:**

**OR**

**Percentage of Total Bid:**  
4%

**Email Address:**  
dтитus@strategicmech.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:** \*

Wm B. Saleh Company

**Business Address** \*

1364 N. Jackson Ave., Fresno, CA

**Class**

C-33

**License No.** \*

268108

**DIR Registration No.** \*

1000003170

**Item No. or Description of Work** \*

Painting

**Dollar Amount:**

OR

**Percentage of Total Bid:**

3.00%

**Email Address:**

mark@salehcompany.com



# Subcontractors - Proposal 8(c)

Optional: Vendor is not required to complete.

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

**Subcontractor:** \*

Yukon Fencing

**Business Address \***

340 Renfro Rd., Bakersfield, CA

**Class**

C-13

**License No. \***

769187

**DIR Registration No. \***

1000010546

**Item No. or Description of Work \***

Fencing

**Dollar Amount:**

OR

**Percentage of Total Bid:**

5.00%

**Email Address:**

yukonfence@gmail.com

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

**Subcontractor:** \*

Pacific Steel Group

**Business Address \***

4805 Murphy Canyon Rd., San Diego, CA

**Class**

C-50

**License No. \***

997880

**DIR Registration No. \***

1000004101

**Item No. or Description of Work \***

Rebar

**Dollar Amount:**                      **OR**

**Percentage of Total Bid:**

1.00%

**Email Address:**

j.harautuneian@pacificsteelgroup.com

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

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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**

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The bidder or proposed subcontractor hereby certifies that they

**Please choose an option below \***

have participated

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

**Please select an option below \***

have filed

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

**Company \***

W. M. Lyles Co.

**By: \***

Kenneth D. Strosnider

**Title \***

President

**Date \***

07/21/2025

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**

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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 \***

W.M. Lyles Co.

**By \***

Kenneth D. Strosnider

**Date \***

07/21/2025

**Title \***

President

## Nonlobbying Certification For Federal-Aid Contracts - Proposal 12

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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 \***

W. M. Lyles Co.

### **By \***

Kenneth D. Strosnider

### **Date \***

07/21/2025

### **Title \***

President



## Disclosure of Lobbying Activities- Proposal 13

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

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**Certification of Payments to Influence Federal Transactions - Proposal 14**

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Certification of Payments to Influence Federal Transactions (290 KB)  
Certification of Payments to Influence Federal Transactions

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# Statement of Workforce Needs - Proposal 15

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Statement of Work Force Needs.pdf (691 KB)  
Statement of Work Force Needs (Optional)

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**Proposal 16-18**

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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 25-01-CD

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: \*

7/21/25

Name (Printed): \*

Kenneth D. Strosnider

Signature: \*

Kenneth D. Strosnider

Title: \*

President

Contractor: \*

W.M. Lyles Co.

Additional Documents (Use if needed)

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

## Required Documents

Name	Omission Terms	Submitted File
Electronic Bid Bond - Scan of Bid Bond Scan of Notarized Paper Bid Bond with original due by 4pm on the 5th calendar day after the bid opening.	I have already provided a bid bond, i.e. through an electronic Surety above or to the public works office prior to the deadline.	Bid Bond.pdf
CARB Certification of Reported Compliance - Bidder - Proposal 9 Valid CARB Certification of Reported Compliance - Bidder	Does not have a fleet subject to this regulation.	WML CARB Cert.pdf
CARB Certification(s) of Reported Compliance - Subcontractors - Proposal 9 Valid CARB Certification(s) of Reported Compliance - Subcontractors	Due by 4pm on the 5th calendar day after bid opening or no listed subcontractors have a fleet subject to this regulation.	Yukon Carb Cert.pdf
OMB 0348-0046 Disclosure of Lobbying Activities - Proposal 13 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352	Submit disclosure if needed.	Disclosure of Lobbying Activities - Propal 13.pdf
Certification of Payments to Influence Federal Transactions - Proposal 14 Certification of Payments to Influence Federal Transactions		Certification of Payments - Proposal 14.pdf
Statement of Work Force Needs - Proposal 15 Statement of Work Force Needs (Optional)	Due by time of contract award	Statement of Workforce Needs - Proposal 15.pdf
<b>6 Required Documents</b>		

California Environmental Protection Agency  
**Air Resources Board**

January 1, 2025

**CERTIFICATE OF REPORTED COMPLIANCE  
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

**LYLES CONSTRUCTION GROUP**

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 24499. All applicable vehicles owned by the individual company, or agency must be reported and labeled as specified in Section 24499, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**

  
\_\_\_\_\_  
John K. Brown  
Chief, Motor Source Control Division  
California Air Resources Board

Off-road Diesel Fleet Identification

933


To verify the authenticity of this certificate, enter this number at  
[http://www.arb.ca.gov/doors/compliance\\_cert1.html](http://www.arb.ca.gov/doors/compliance_cert1.html)



N/A

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known  Congressional District, if known _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known _____	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> _____	
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)  (attach Continuation Sheet(s) if necessary)	<b>11. Individuals Performing Services</b> (including address if different from No. 10) (last name, first name, MI)  (attach Continuation Sheet(s) if necessary)	
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ Value _____		
<b>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:</b>  (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>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.</b>		
Signature:  Print Name: <u>Kenneth D. Strosnider</u> Title: <u>President</u> Telephone No.: <u>(559) 441-1900</u> Date: <u>7-21-25</u>		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

**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

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 1/31/2027)

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-3000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

W. M. Lyles Co.

Program/Activity Receiving Federal Grant Funding

CSA 44A WASTEWATER FACILITY IMPROVEMENTS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NUMBER: 21271

The undersigned certifies, 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

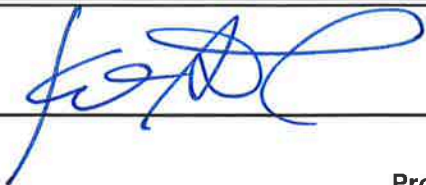
Name of Authorized Official

Kenneth D. Strosnider

Title

President

Signature



Date (mm/dd/yyyy)

7-21-25

## STATEMENT OF WORK FORCE NEEDS

(See following for instructions)

☐ Preliminary (Anticipated)

☐ Final (Completion)

PROJECT: CSA 44A Wastewater Facility Improvements  
Community Development

Contract No. 25-01-CD

CDBG No. 21271

### Part I: Employment and Training

A. Job Category	NEW HIRES FOR THIS PROJECT			AGGREGATE WORK FORCE	
	B. Total Number of New Hires	C. No. of Lower Income New Hires	D. % of Total Staff Hours of New Hires that are Lower Income	E. % of Total Staff Hours for Lower Income Employees & Trainees	F. Number of Lower Income Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List Trade					
Trade					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

BIDDER: W. M. Lyles Co.

BY:  DATE: 7-21-25

TITLE: President

Page 1 of 2

## STATEMENT OF WORK FORCE NEEDS

(See following for instructions)

☐ Preliminary (Anticipated)

☐ Final (Completion)

PROJECT: CSA 44A Wastewater Facility Improvements  
Community Development  
CDBG No. 21271

Contract No. 25-01-CD

### Part II: Contracts Awarded

#### 1. Construction Contracts

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

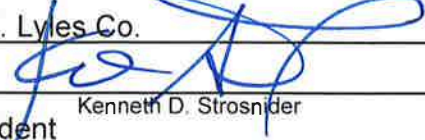
#### 2. Non-Construction Contracts

A. Total dollar amount of non-construction contracts awarded on the project	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

### Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by this project, to the greatest extent feasible, toward low and very-low income persons, particularly those who are recipients of government assistance for housing. (Check all that apply)

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the County, or similar methods.
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the project is located.
- ☐ Other; describe below.

BIDDER: W. M. Lyles Co.  
BY:  DATE: 7-25-25  
TITLE: President

Page 2 of 2

## INSTRUCTIONS FOR STATEMENT OF WORK FORCE NEEDS

This form must be completed and submitted by the Bidder prior to award of the Contract. Award may be expedited if the form is submitted with the Bid. Failure to submit the form prior to award will result in rejection of the bid.

The form will also be submitted by the Prime Contractor upon completion of the project.

When submitting with bid or prior to award, enter anticipated work force needs. When submitting at project completion, enter actual work force used.

Contractors on this project are subject to Section 3 requirements and must maintain appropriate documentation to establish that HUD financial assistance for the project was directed toward low- and very-low income persons.\*

### **Part I: Employment and Training**

A. Job Category	For construction positions, list each trade and provide data in Columns B-F for each trade where persons were employed.
B. Number of New Hires	Enter the number of new hires for each category of workers identified in Column A. New hire refers to a person who is not on the contractor's payroll for employment at the time of Selection for the Section 3 covered award.
C. Number of Lower Income New Hires	Enter the number of lower income new hires for each category of workers identified in Column A.
D. Percentage of Lower Income New Hire Staff Hours	Enter the percentage of all the staff hours of new hires worked by lower income new hires. Include staff hours for part-time and full-time positions.
E. Percentage of Total Staff Hours for Lower Income Employees & Trainees	Enter the percentage of the total staff hours worked by lower income employees and trainees. Include staff hours for part-time and full-time positions.
F. Number of Lower Income Trainees	Enter the number of lower income persons that were trained in connection with this project.

### **Part II: Construction Contracts**

Where referenced, Section 3 businesses are defined in HUD's regulations at 24 CFR 135 as businesses which meet at least one of the criteria listed below:

1. A business that is at least 51 percent owned by Section 3 residents.
2. A business whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents.
3. A business that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in criteria 1 or 2.

### **Part III: Summary of Efforts - Self-explanatory**

\* For purposes of this Section 3 covered project, "lower income residents" means any individual who resides within the area of a Section 3 covered project, and whose family income does not exceed that shown in the table below.

PROJECT AREA FRESNO COUNTY	NUMBER OF PERSONS IN FAMILY							
	1	2	3	4	5	6	7	8
80% of Median Income=	52,600	60,100	67,600	75,100	81,150	87,150	93,150	99,150



# AGREEMENT

THIS AGREEMENT made at Fresno, in Fresno County, California, by and between W.M. Lyles Co., a California Corporation, 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:

## **CSA 44A WASTEWATER FACILITY IMPROVEMENTS**

### **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NUMBER: 21271**

#### **CONTRACT NUMBER: 25-01-CD**

all in strict compliance with the Plans, Drawings, Specifications, and other Contract documents prepared by the Owner relating thereto.

**ARTICLE II.** The Contractor and the Owner agree that the Notice to Bidders and Special Provisions, the Wage Scale (Prevailing Wages), the Plans and Drawings, Addenda and Bulletins thereto, and the Proposal (Bid Book) hereto attached, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

All portions of the Standard Specifications of the State of California, Department of Transportation, dated 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 HUNDRED SIXTY-THREE THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS AND 00/100 (\$363,833.00)**, it being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, except where provisions are made in the Contract documents whereby the estimated quantities shall constitute the final quantity; that upon completion of the Project the final Contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached. Payments on account thereof will be made as set forth in the Special Provisions.

**ARTICLE IV.** If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she or any of his or her subcontractors should persistently violate any of

the provisions of the Contract, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he or she should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer (as defined in California Department of Transportation Standard Specifications 1-1.07, and as modified by Owner's Special Provisions), then the Owner may, upon certificate of the Engineer, serve written notice upon the Contractor and their surety of its intention to terminate the Contract, and unless within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said five (5) days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and their surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for so doing, take possession of and utilize in completing the work such materials, appliances, construction plant and other property belonging to the Contractor as may be on the site of the work and necessary therefor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price exceeds the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

**ARTICLE V.** To the fullest extent permitted by law with respect to any work required to be done under this Contract, the Contractor will indemnify and hold harmless the Owner, State of California, United States of America, and all other participating public agencies, whether or not said agencies are named herein, who have jurisdiction within the areas in which the work is to be performed, and all officers and employees of the Owner, the State, the United States and said other participating agencies, from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to Owner in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and the Contract, and from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement and the Contract. In addition, Contractor agrees to indemnify Owner for Federal, State of California and/or local audit exceptions resulting from non-compliance herein on the part of Contractor.

Contractor agrees to indemnify, save, hold harmless, and at Owner's request, defend the Owner, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to Owner in connection with the performance, or failure to perform, by Contractor, its officers, agents, or employees under this Agreement and the Contract, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement and the Contract.

The Certificate of Insurance shall be issued 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 <sup>a</sup>	Aggregate for products/completed operation	General aggregate <sup>b</sup>	Umbrella or excess liability <sup>c</sup>
≤ \$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

<sup>a</sup>Combined single limit for bodily injury and property damage.

<sup>b</sup>This limit must apply separately to your work under this Contract.

<sup>c</sup>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](mailto:designservices@fresnocountyca.gov), stating that such insurance coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for an premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement and Contract are concerned; that such coverage for additional insured shall apply as primary insurance an any other insurance, or self- insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to Owner.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement and Contract are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Owner, its officers, agents, and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum or thirty (30) days advance written notice given to Owner.

#### B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage must include any auto used in connection with this Agreement and Contract.

#### C. Professional Liability

If Contractor is a licensed professional or employs professional staff, (e.g., Architect, Engineer, Surveyor, etc.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate with a provision for three (3) year tail coverage.

#### D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

**ARTICLE VI.** Contractor represents that he or she has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten (10) 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 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: 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, **25-01-CD**, was awarded by the Board of Supervisors on September 9, 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 29th day of September, 2025

W. M. Lyles Co., a California corporation  
(CONTRACTOR)

By

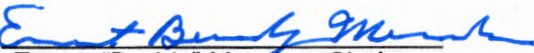
  
Kenneth D. Strosnider

Title President

COUNTY OF FRESNO

(OWNER)

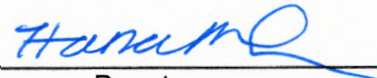
By

  
Ernest "Buddy" Mendes, Chairman  
of the Board of Supervisors of the  
County of Fresno

**ATTEST:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By

  
Deputy

## Exhibit A

"General Decision Number: CA20250018 07/11/2025

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:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. 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.</li></ul>
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:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. 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.</li></ul>

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.

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
8	06/06/2025
9	06/27/2025
10	07/04/2025
11	07/11/2025

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

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 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
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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

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
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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  
 Contract Number 25-01-CD



	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

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 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/Scraper		
Area 1.....	\$ 26.33	18.22
Area 2.....	\$ 23.39	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

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 CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
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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

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CARP0152-002 07/01/2020

San Joaquin County

Rates	Fringes
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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

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CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

Rates	Fringes
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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

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CARP0217-001 07/01/2023

San Mateo County

Rates	Fringes
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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

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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
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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
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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
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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
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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

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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

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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

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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.

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ELEC0006-007 06/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 91.25	3%+45.315

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ELEC0100-002 03/01/2025

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 49.00	29.62

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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.

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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

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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

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.

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 74.54	36.09
ELECTRICIAN.....	\$ 66.26	35.84

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.

Contract Number 25-01-CD

## 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, or work 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.

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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.

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\* ELEC0595-001 06/01/2025

## ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 87.40	3%+46.79
ELECTRICIAN.....	\$ 76.00	3%+46.79

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ELEC0595-002 06/01/2024

## CALAVERAS AND SAN JOAQUIN COUNTIES

Rates	Fringes
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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

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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.

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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.

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ELEC0617-001 06/01/2025

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 86.00	51.07

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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.

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ELEC0684-001 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 48.50	30.09

CABLE SPLICER = 110% of Journeyman Electrician

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ELEC0684-004 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 45.28	28.01

Contract Number 25-01-CD Agreement - 20

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.

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ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.26
(3) Groundman.....	\$ 40.76	21.76
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 84.05	38.435+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0003-001 07/01/2024

""AREA 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  
Contract Number 25-01-CD Agreement - 23

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 (scrappers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction 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

machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signaller; 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;

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#### PILED RIVERS

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

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#### 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

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#### 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 (gunitite); 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,  
Contract Number 25-01-CD Agreement - 26



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

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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:

Contract Number 25-01-CD

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

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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: Landscape Utility Operator: Small Rubber-Tired  
Contract Number 25-01-CD Agreement - 29

Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity  
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with  
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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IRON0377-001 01/01/2025

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
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Ironworkers:

Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 55.33	35.15

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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IRON0377-003 01/01/2025

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 55.83	35.15

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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IRON0433-005 01/01/2025

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 45.78	26.51

Contract Number 25-01-CD Agreement - 32

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

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LAB00067-006 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.

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LAB00073-002 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.

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LAB00073-003 07/01/2023

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

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LAB00073-005 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; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & 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

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LAB00073-007 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.

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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 buckler; 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 shall 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".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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#### 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)

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LAB00073-009 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.

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LAB00261-003 07/01/2023

	Rates	Fringes
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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.

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LAB00261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
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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 nozzlelemen

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

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LAB00261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
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LABORER (CONSTRUCTION CRAFT  
Contract Number 25-01-CD

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.

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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 buckler; 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 shall 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".

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GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Guniting laborer

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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)

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LAB00261-011 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:  
Contract Number 25-01-CD Agreement-41

\$2.50 per day additional.

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LAB00261-014 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.

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LAB00270-003 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.

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LAB00270-004 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; Guniting 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

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LAB00270-005 07/01/2023		
MONTEREY AND SAN BENITO COUNTIES		
	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55
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LAB00270-007 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

Contract Number 25-01-CD

Agreement - 43

entitled to receive the wage rate set forth in Group 1-a below.

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#### 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 buckler; 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 shall 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 shotcrete

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".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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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)

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LAB00270-010 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 buckler; 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 shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work

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".

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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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)

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LAB00270-011 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.

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LAB00294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 36.29	25.55

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LAB00294-002 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.

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LAB00294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
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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; Gunitite 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; Gunitite & 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

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LAB00294-008 06/26/2023

#### FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
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##### 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 (GUNITITE - 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:)

Contract Number 25-01-CD



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.

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#### 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 buckler; 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 shall 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 shotcrete

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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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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)

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LAB00294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

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LAB00294-011 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.

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LAB00304-002 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.

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LAB00304-003 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; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & 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

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LAB00304-004 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

Contract Number 25-01-CD Agreement - 54

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 bucket; 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 shall 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".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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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)

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LAB00304-005 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.

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LAB00304-008 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.

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LAB00324-002 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.

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LAB00324-006 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 nozzlelemen

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 nozzleleman; 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

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LAB00324-012 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

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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 shall 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

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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".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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#### 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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LAB00324-014 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.

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LAB00324-018 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.

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LAB01130-002 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.

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LAB01130-003 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

Contract Number 25-01-CD Agreement - 62

Shotcrete Specialist.....\$ 46.41 27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete  
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or  
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;  
Cherry pickers - where car is lifted; Concrete finisher  
in tunnel; Concrete screedman; Grout pumpman and potman;  
Guniting & shotcrete gunner & 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

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LAB01130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

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LAB01130-007 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 (GUNITING - AREA B:)

GROUP 1.....	\$ 36.46	27.30
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Contract Number 25-01-CD

Agreement - 63

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.

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#### 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 buckler; 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 shall 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"".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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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)

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LAB01130-008 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.		

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LAB01130-009 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.		

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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 hour additional

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PAIN0016-003 01/01/2025

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, 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

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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

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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.

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PAIN0016-022 01/01/2025

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 57.00	28.04

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PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 44.33	28.88

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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

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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 receive \$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.

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PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.53	23.19

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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.

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PAIN1176-001 07/01/2022  
Contract Number 25-01-CD

# HIGHWAY IMPROVEMENT

	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

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PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.54	26.59

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PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 42.41	30.73

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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 Counties.....	\$ 32.70	31.68
AREA 337: Monterey County..	\$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.70	31.68

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PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

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PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 85.50	48.98
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PLUM0038-005 07/01/2023		

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 72.68	32.91
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PLUM0062-001 01/01/2025		

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 55.00	42.35
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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
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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 COUNTIES

	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 diaphering 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

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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

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PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 68.76	46.63

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PLUM0442-001 01/01/2025

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE  
COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 55.95	37.64

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PLUM0467-001 07/01/2024

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 83.75	40.65

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ROOF0027-002 09/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

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.

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ROOF0040-002 08/01/2024

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 55.30	22.97

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ROOF0081-001 08/01/2024

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 54.94	23.34

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ROOF0081-004 08/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 49.65	22.19

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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

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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

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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
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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
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SHEE0104-003 07/01/2021		

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.34	39.22
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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
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SHEE0104-007 07/01/2021		

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.07	40.79
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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
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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 07/01/2025		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 43.26	34.28
GROUP 2.....	\$ 43.56	34.28
GROUP 3.....	\$ 43.86	34.28
GROUP 4.....	\$ 44.21	34.28
GROUP 5.....	\$ 44.56	34.28

#### 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); Lowbed 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.

=====  
\*\* 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  
Contract Number 25-01-CD Agreement - 75

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.

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#### 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](mailto: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](mailto: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](mailto: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"



LYLEDIR-01

AHENLEY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2025

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 Fresno CSG-Alliant Insurance Services, Inc. 9 E River Park Place East Ste 310 Fresno, CA 93720	CONTACT NAME:		
	PHONE (A/C, No, Ext): (559) 374-3560	FAX (A/C, No):	
	E-MAIL ADDRESS: alex.henley@alliant.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Old Republic Insurance Company		24147
INSURED  W.M. Lyles Co P.O. Box 28130 Fresno, CA 93729	INSURER B : Allied World Assurance Company (U.S.) Inc		19489
	INSURER C : Berkley Assurance Company		39462
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: SIR: \$10,000	X		MWZY31334225	5/31/2025	5/31/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB31334325	5/31/2025	5/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0308-3900	5/31/2025	5/31/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	MWC31334125	5/31/2025	5/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional			PCADB-5029016-0525	5/31/2025	5/31/2026	\$1M each Occ/Aggr 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
This certificate cancels and replaces previously issued certificates as of 09/22/25.

RE: CSA 44A Wastewater Facility Improvements 25.8708

County of Fresno, its officers, agents, and employees, individually and collectively are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy. General Liability evidenced herein is primary and non-contributory to other insurance available to the County of Fresno, its officers, agents, and employees, individually and SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

The County of Fresno 2220 Tulare Street, Sixth Floor Fresno, CA 93721	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 



## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Fresno CSG-Alliant Insurance Services, Inc.</b>		NAMED INSURED <b>W.M. Lyles Co P.O. Box 28130 Fresno, CA 93729</b>
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
collectively, but only to the extent required by written contract with the insured.

Cancellation applies per the attached forms.

Coverage Forms attached:  
General Liability Additional Insured  
General Liability Additional Insured Completed Operations  
General Liability Cancellation  
General Liability Primary & Non-Contributory  
General Liability Per Project Aggregate  
Umbrella Drop Down Clause  
Workers Comp Cancellation

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization contractually requiring status as an additional insured for ongoing operations that you perform for them	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
As required by written contract or agreement	The locations as specified on the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:**

**2. All Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

**a.** 10 days before the effective date of cancellation if we cancel for:

**(1)** Nonpayment of premium; or

**(2)** Discovery of fraud by:

**(a)** Any insured or his or her representative in obtaining this insurance; or

**(b)** You or your representative in pursuing a claim under this policy.

**b.** 30 days before the effective date of cancellation if we cancel for any other reason.

**3. All Policies In Effect For More Than 60 Days**

**a.** If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

**(1)** Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

**(2)** Discovery of fraud or material misrepresentation by:

**(a)** Any insured or his or her representative in obtaining this insurance; or

**(b)** You or your representative in pursuing a claim under this policy.

**(3)** A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
  - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
      - (ii) Threaten our solvency.
    - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
  - b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
    - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
    - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B. The following provision is added to the Cancellation Common Policy Condition:**
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part  
Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
  - b. We may not cancel this policy solely because the first Named Insured has:
    - (1) Accepted an offer of earthquake coverage; or
    - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
  - c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
    - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
    - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

d. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred. However, we may cancel:

- (1) When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;
- (2) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or
- (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

C. The following is added and supersedes any provisions to the contrary:

**Nonrenewal**

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

**2. Residential Property**

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If this policy provides coverage as described in the preceding paragraph, and we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at the mailing address shown in the policy, at least 75 days, but not more than 120 days, before the expiration or anniversary date.

If we fail to give the first Named Insured shown in the Declarations notice of nonrenewal at least 75 days prior to the policy expiration, as required in the paragraph above, this policy, with no change in its terms and conditions, shall remain in effect for 75 days from the date that the notice of nonrenewal is delivered or mailed to the Named Insured. A notice to this effect shall be provided by us to the first Named Insured with the notice of nonrenewal.

b. We may elect not to renew such coverage for any reason, except as provided in Paragraphs **c.**, **d.** and **e.** below.

c. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
- (3) We have:
- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
  - (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and
- the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.
- d. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- e. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (e.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
- (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
  - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.
- f. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.
- However, we may nonrenew:
- (1) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against;
  - (2) If losses unrelated to the postdisaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or
  - (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.
3. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
  - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
  - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
  - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
  - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
  - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**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):**

The projects as specified in the written contracts or agreements

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.

- 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.



- D. Subject to Paragraphs B. and C. above, the Each Occurrence Limit stated in Item 3. A. of the Declarations is the most we will pay for the sum of all damages arising out of any one **Occurrence**.
- E. Subject to Paragraphs B. and C. above, the most we will pay for damages under this policy on behalf of any person or organization to whom you are obligated by written **Insured Contract** to provide insurance such as is afforded by this policy is the lesser of the Limits of Insurance shown in Item 3. of the Declarations or the minimum Limits of Insurance you agreed to procure in such written **Insured Contract**.
- F. This policy applies only in excess of the **Retained Limit**. If however, a policy shown in the Schedule of Underlying Insurance forming a part of this policy has a limit of insurance:
1. greater than the amount shown in such schedule, this policy will apply in excess of the greater amount of valid and collectible insurance; or
  2. less than the amount shown in such schedule, this policy will apply in excess of the amount shown in the Schedule of Underlying Insurance forming a part of this policy.
- G. If the total applicable limits of **Scheduled Underlying Insurance** are reduced or exhausted by the payment of **Loss** to which this policy applies and the total applicable limits of applicable **Other Insurance** are reduced or exhausted, we will:
1. in the event of reduction, pay excess of the remaining total applicable limits of **Scheduled Underlying Insurance** and any applicable **Other Insurance**; and
  2. in the event of exhaustion, continue in force as underlying insurance.
- H. Expenses incurred to defend any **Suit** or to investigate any claim will be in addition to the applicable Limits of Insurance of this policy. Provided, however, that if such expenses reduce the applicable limits of **Scheduled Underlying Insurance**, then such expenses will reduce the applicable Limits of Insurance of this policy.
- I. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, beginning with the inception date of the **Policy Period** shown in the Declarations, unless the **Policy Period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance of this policy.
- J. We will not make any payment under this policy unless and until:
1. the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by the payment of **Loss** to which this policy applies and any applicable **Other Insurance** has been exhausted by the payment of **Loss**; or
  2. the total applicable **Self-Insured Retention** has been satisfied by the payment of **Loss** to which this policy applies.

When the amount of **Loss** has been determined by an agreed settlement or a final judgment, we will promptly pay on behalf of the **Insured** the amount of such **Loss** falling within the terms of this policy. An agreed settlement means a settlement and release of liability signed by us, the **Insured** and the claimant or the claimant's legal representative.

#### IV. EXCLUSIONS

POLICY NUMBER: MWC 313341 25

### CALIFORNIA CANCELATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

**Cancellation:**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
  - a. Non-payment of premium;
  - b. Failure to report payroll;
  - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
  - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
  - e. Material misrepresentation made by you or your agent;
  - f. Failure to cooperate with us in the investigation of a claim;
  - g. Material failure to comply with federal or state safety orders or written recommendations of our designated loss control representatives;
  - h. The occurrence of a material change in the ownership of your business;
  - i. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
  - j. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
  - k. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (k), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. If we mail the notice to you, the stated periods of notice and your right to remedy the condition will be extended by 5 days if the place of mailing and your mailing address is within California, 10 days if the place of mailing or your mailing address is outside of California and 20 days if the place of mailing or your mailing address is outside of the United States.
5. The policy period will end on the day and hour stated in the cancellation notice.

DATE OF ISSUE: 05/31/2025

Bond No. 070226591

Premium \$1,455.00

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

W. M. Lyles Co.  
525 W. Alluvial Avenue  
Fresno, CA 93711

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
1340 Treat Blvd, Suite 400  
Walnut Creek, CA. 94597

### Mailing Address for Notices

1340 Treat Blvd, Suite 400  
Walnut Creek, CA. 94597

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)

The County of Fresno  
2220 Tulare Street, Suite 720  
Fresno, CA. 93721

### CONSTRUCTION CONTRACT

Date:

Amount: \$ 363,833.00 - Three Hundred Sixty Three Thousand Eight Hundred Thirty Three Dollars & No/100

Description:

(Name and location)

CSA 44A WASTEWATER FACILITY IMPROVEMENTS COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) PROJECT NUMBER: 21271 - CONTRACT NUMBER: 25-01-CD  
Parker Street and Countyside Lane, Friant, CA 93626

### BOND

Date: September 12, 2025

(Not earlier than Construction Contract Date)

Amount: \$ 363,833.00 - Three Hundred Sixty Three Thousand Eight Hundred Thirty Three Dollars & No/100

Modifications to this Bond:

☒ None

☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: W. M. Lyles Co.

(Corporate Seal)

Signature:

Name: Kenneth D. Strosnider, President  
and Title:

### SURETY

Liberty Mutual Insurance Company  
Company: (Corporate Seal)

Signature:

Name: Lyn Genito  
and Title: 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  
559-374-3560

### 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)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

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

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

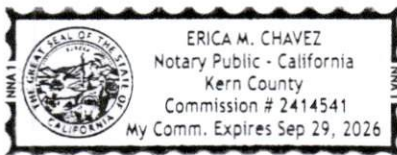
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Kern )  
On 09/15/2025 before me, Erica M. Chavez, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Kenneth D. Strosnider  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: County of Fresno - Performance Bond  
Wastewater Facility Improvements Document Date: 09/15/2025  
Number of Pages: One Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Kenneth D. Strosnider

- ☒ Corporate Officer — Title(s): President  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: W.M. Lyles Co.

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



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 09-12-2025, 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.



(Seal)

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

Kim Wilson, Notary Public





## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8213431-984971

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana, herein collectively called the "Companies", pursuant to and by authority herein set forth, does hereby name, constitute and appoint, \_\_\_\_\_

all of the city of Fresno state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of March, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 24th day of March, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

#### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

#### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 12th day of September 2025



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



PAYMENT BOND - PUBLIC WORK  
SECTIONS 3247 - 3252, CIVIL CODE  
(CALIFORNIA)

Liberty Mutual Insurance Company  
SURETY COMPANY

Bond No. 070226591

Premium: included in Performance bond  
Premium

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, The County of Fresno has awarded to W. M. Lyles Co.

as Contractor, a contract for the work described as follows: CSA 44A WASTEWATER FACILITY IMPROVEMENTS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NUMBER: 21271 - CONTRACT NUMBER: 25-01-CD

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 \$ 363,833.00, 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.

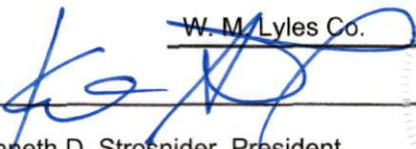
THE CONDITION OF THIS OBLIGATION IS SUCH,

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 12th day of September 2025.

W. M. Lyles Co.  
  
\_\_\_\_\_  
Kenneth D. Strosnider, President  
Contractor

Liberty Mutual Insurance Company  
SURETY COMPANY  
By   
\_\_\_\_\_  
Lyn Genito, Attorney in Fact

contract amount - Three Hundred Sixty Three Thousand Eight Hundred Thirty Three Dollars & No/100

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

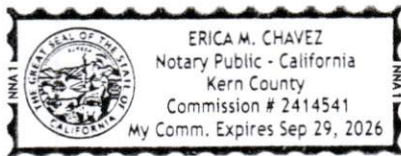
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Kern )  
 On 09/15/2025 before me, Erica M. Chavez, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Kenneth D. Strosnider  
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: County of Fresno - Payment Bond Document Date: 09/15/2025  
Wastewater Facility Improvements  
 Number of Pages: One Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Kenneth D. Strosnider  
☒ Corporate Officer — Title(s): President  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: W.M. Lyles Co.

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

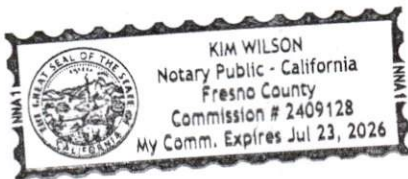
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss  
County of Fresno )

On 09-12-2025, 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.



(Seal)

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

Kim Wilson, Notary Public



## POWER OF ATTORNEY

Certificate No: 8213431-984971

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bonnie Gonzalez, Joseph Shea, Kim Wilson, Lynn Gentry, Ralph B. Busch, III, Shawnette Cuckin

all of the city of Fresno state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of March, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 24th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

#### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

#### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 12th day of September, 2025



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary





# County of Fresno

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

September 30, 2025

Kenneth D. Strosnider, President  
W.M. Lyles Co.  
525 W. Alluvial Avenue  
Fresno, CA 93711

Transmitted by email to: [kstrosnider@wmlylesco.com](mailto:kstrosnider@wmlylesco.com)

**Subject: Notice of Approval, CSA 44A Wastewater Facility Improvements  
Contract No. 25-01-CD**

Dear Kenneth:


The contract between your firm and the County of Fresno for the referenced project became operative on September 29, 2025. A copy of the executed contract is enclosed.

DIR Project ID **20250601776** is assigned to Contract No. **25-01-CD**

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 Jackie Wongsing at [jwongsing@fresnocountyca.gov](mailto:jwongsing@fresnocountyca.gov) or (559) 600-4543.

Sincerely,

Mohammad Alimi, Ph.D., P.E.  
Design Division Engineer

  
Erin Haagenson (Sep 30, 2025 10:41:00 PDT)

Erin Haagenson  
Program Manager

Enclosures

cc: Board of Supervisors  
Auditor – Controller  
Financial Services  
Construction Management  
Design Division – Design Services






# 25-01-CD Notice of Approval

Final Audit Report

2025-09-30

Created:	2025-09-30
By:	Harsharn Dhah (hdhah@fresnocountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-UzkZ_3dVZnkbU7a6kyWtqUys_uXd5C0

## "25-01-CD Notice of Approval" History

-  Document created by Harsharn Dhah (hdhah@fresnocountyca.gov)  
2025-09-30 - 5:01:49 PM GMT
-  Document emailed to Erin Haagenson (ehaagenson@fresnocountyca.gov) for signature  
2025-09-30 - 5:01:56 PM GMT
-  Email viewed by Erin Haagenson (ehaagenson@fresnocountyca.gov)  
2025-09-30 - 5:40:49 PM GMT
-  Document e-signed by Erin Haagenson (ehaagenson@fresnocountyca.gov)  
Signature Date: 2025-09-30 - 5:41:00 PM GMT - Time Source: server
-  Agreement completed.  
2025-09-30 - 5:41:00 PM GMT