

SPECIFICATIONS

RIVERDALE PEDESTRIAN IMPROVEMENTS

VARIOUS LOCATIONS IN RIVERDALE

FEDERAL PROJECT NUMBER: ATPL-5942(256)

BUDGET / ACCOUNT: 4510 / 7370



Department of Public Works and Planning

CONTRACT NUMBER 17-10-C

TABLE OF CONTENTS

COVER SHEET

BOARD ADOPTION AND ACKNOWLEDGMENT

Engineer's Signature
Consultant's Signature

NOTICE TO BIDDERS

BID ITEMS AND APPLICABLE SECTIONS

SPECIAL PROVISIONS

FEDERAL REQUIREMENTS

Attachment A – Federal Requirements for Federal Aid Construction Projects
Attachment B – Required Contract Provisions for Federal-Aid Construction Contracts (Form 1273)
Exhibit 12B, Bidder's List of Subcontractors
CEM Forms

PROJECT DETAILS / DRAWINGS

Project Drawings/Details
Self-Dealing Transactions Disclosure Form
Revised Standard Specifications Dated 09-02-16
Contractor Request for Clarification

BID BOOK

Bidder's Declaration
Bid Form
Abbreviations Used
Signature Page
Noncollusion Affidavit
Public Contract Code
Subcontractor List
Certifications
DBE Forms
Guaranty

AGREEMENT

PLANS

PROJECT: RIVERDALE PEDESTRIAN IMPROVEMENTS

CONTRACT NUMBER: 17-10-C

Adopted by the Fresno County Board of Supervisors, July 11, 2017

Brian Pacheco, Chairman
Sal Quintero, Vice Chairman
Andreas Borgeas
Ernest Buddy Mendes
Nathan Magsig

1st District
3rd District
2nd District
4th District
5th District

Jean Rousseau, County Administrative Officer

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



Date Signed: 8/7/17

Supervising Engineer: _____

Dale Siemer, PE C59670
Lic. Expiration: 12/31/17

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

Contract Number 17-10-C

PROJECT: RIVERDALE PEDESTRIAN IMPROVEMENTS

CONTRACT NUMBER: 17-10-C



Date Signed: 6/27/2017

Consultant Engineer: _____

A handwritten signature in blue ink, appearing to read "AR", written over a horizontal line.

Biggs Cardosa Associated, Inc.
5250 N. Palm Avenue, Suite 211
Fresno, CA 93704

Anthony Richardson, PE C66373
Lic. Expiration: 06/30/2018

Contract Number 17-10-C

BOARD OF SUPERVISORS COUNTY OF FRESNO STATE OF CALIFORNIA

NOTICE TO BIDDERS

Sealed proposals will be received at the Fresno County Department of Public Works and Planning (Department), Office of the Design Engineer, Seventh Floor, Fresno County Plaza Building, 2220 Tulare Street, Fresno, CA 93721 until

**2:00 P.M., (1400 hours and 00 seconds)
Thursday, August 31, 2017**

at which time the bidding will be closed. Promptly following the closing of the bidding all timely submitted bids will be publicly opened and read at the Department in said building, for construction in accordance with the project specifications therefor, to which special reference is made as follows:

RIVERDALE PEDESTRIAN IMPROVEMENTS

VARIOUS LOCATIONS IN RIVERDALE

FEDERAL PROJECT NUMBER: ATPL-5942(256)

CONTRACT NUMBER: 17-10-C

The work to be done, in general, consists of constructing Americans with Disabilities Act (ADA) compliant pedestrian facilities in various locations in the community of Riverdale. Concrete sidewalks with curb and gutter will be installed along the east side of Hazel Street from Stathem Avenue to the existing sidewalk at Riverdale High School and along the east side of Feland Avenue from the Burrell Ditch to Fipps Primary School, four curb ramps will be installed adjacent to Fipps Primary School, a prefabricated pedestrian bridge will be placed over the Burrell Ditch, and a digital radar speed display unit will be placed on Mt. Whitney Avenue at Riverdale High School. The specific scope of work is detailed in the specifications.

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

The DBE Contract Goal is 8 percent.

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

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

Planholder and exchange/publication names may be obtained from the Fresno County website at <http://www.co.fresno.ca.us/planholders>.

Electronic copies, in ".pdf" file format, of the official project plans and specifications, as well as cross sections and such additional supplemental project information as may be provided, are available to view, download, and print at <http://www.co.fresno.ca.us/planholders>.

Bid books, which contain bid proposal sheets necessary to submit a bid, may be obtained at no charge by sending a request to DesignServices@co.fresno.ca.us. Upon receipt of the request, a bid book will be mailed to the requestor via First Class United States Mail and the requestor will then be listed as a planholder for the project.

Project plans and specifications will not be sold to prospective bidders in hardcopy format except upon special written request to DesignServices@co.fresno.ca.us. A payment to the Department in the amount of \$15 will be required for each set of plans and \$40 for each set of specifications.

A Summary of Bids and a list of subcontractors for the apparent low bidder will be posted at the above listed website, generally within 24 hours of the Bid Opening.

All questions regarding this project shall be in writing and shall be received by the Department of Public Works and Planning, Design Division, no later than 2:00 P.M. on the seventh (7th) calendar day before bid opening. Any questions received after this deadline will not receive a response unless the Department of Public Works and Planning elects to issue an addendum to revise the bid opening date. 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 seventh (7th) calendar day before the revised bid opening date. Questions shall be submitted on the "CONTRACTOR REQUEST FOR CLARIFICATION" form provided in the "Project Details" section of these project specifications. Fax questions to (559) 455-4609; e-mail to DesignServices@co.fresno.ca.us or mail to:

County of Fresno
Department of Public Works and Planning
2220 Tulare Street, Sixth Floor
Fresno, Ca. 93721-2104

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

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

Bids shall be submitted in a sealed envelope 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.'

Bid security in the amount of ten (10) percent 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. Bid security shall be made in favor of the County of Fresno.

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. A valid California Contractor's License, **Class A (General Engineering)** or **Class C-8 (Concrete)** is required for this project.

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 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 Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in **General Decision Number CA170029, Dated 05/12/2017**, which is incorporated in these special provisions by this reference as if fully set forth herein and which can be viewed at <http://www.wdol.gov/wdol/scafiles/davisbacon/CA29.dvb>. Said Federal wage rates, as well as project plans, special provisions, and bid forms, may also be examined at the County of Fresno office described in the preceding paragraph. Addenda to modify the reference to Federal minimum wage rates to reflect revisions thereto, if necessary, will be issued to planholders of record.

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

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

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

The successful bidder shall furnish a faithful performance bond in the amount of 100 percent of the contract amount and a payment bond in the amount of 100 percent 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.

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.

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

Jean Rousseau, County Administrative Officer

Approved On: July 11, 2017

By: Bernice E. Seidel, Clerk to the Board

Issue Date: August 1, 2017

Bid Items and Applicable Sections

PROJECT: RIVERDALE PEDESTRIAN IMPROVEMENTS**CONTRACT NO. 17-10-C****Bid Items and Applicable Sections**

ITEM NO	ITEM DESCRIPTION	UNIT	SECTION
120100	TRAFFIC CONTROL SYSTEM	LS	12
120091A	CONSTRUCTION PROJECT FUNDING SIGN	EA	12
130100	JOB SITE MANAGEMENT	LS	13
130300	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	13
160310	SHEET PILE COFFERDAM	LS	16
170103	CLEARING AND GRUBBING	LS	17
190101	ROADWAY EXCAVATION	CY	19
192003	STRUCTURE EXCAVATION (BRIDGE)	CY	19
193003	STRUCTURE BACKFILL (BRIDGE)	CY	19
205062	INSTALL ROOT BARRIER	EA	20
220101	FINISHING ROADWAY	LS	22
260203	CLASS 2 AGGREGATE BASE	CY	26
390136	MINOR HOT MIX ASPHALT	TON	39
398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SY	39
510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	51
510053	STRUCTURAL CONCRETE, BRIDGE	CY	51
510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	51
510502	MINOR CONCRETE (MINOR STRUCTURE) (STORM DRAIN INLET TYPE "D")	EA	51
520101	BAR REINFORCEMENT STEEL	LB	52
520102	BAR REINFORCEMENT STEEL (BRIDGE)	LB	52
550206A	INSTALL PREFABRICATED STEEL PEDESTRIAN BRIDGE	LS	55
550205A	PREFABRICATED STEEL PEDESTRIAN BRIDGE	LS	55
650309	15" REINFORCED CONCRETE PIPE (CLASS III)	LF	65
707225	48" PRECAST CONCRETE PIPE MANHOLE (STORM DRAIN MANHOLE, TYPE "A", CASE 1)	EA	70

PROJECT: RIVERDALE PEDESTRIAN IMPROVEMENTS**CONTRACT NO. 17-10-C****Bid Items and Applicable Sections
(Continued)**

ITEM NO	ITEM DESCRIPTION	UNIT	SECTION
710212	ADJUST MANHOLE TO GRADE	EA	71
730010	MINOR CONCRETE (CURB FA)	LF	73
730010	MINOR CONCRETE (VALLEY GUTTER)	SY	73
730070	DETECTABLE WARNING SURFACE	EA	73
731504	MINOR CONCRETE (CURB AND GUTTER)	LF	73
731516	MINOR CONCRETE (DRIVEWAY)	SY	73
731521	MINOR CONCRETE (SIDEWALK)	SY	73
731623	MINOR CONCRETE (CURB RAMP)	SY	73
731850	REMOVE CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY AND CURB RAMP)	SY	73
750001	MISCELLANEOUS METAL (SIDEWALK DRAIN)	EA	75
800340	CHAIN LINK FENCE (TYPE CL-5)	LF	80
802340	8' CHAIN LINK GATE (TYPE CL-5)	EA	80
820132	OBJECT MARKER (TYPE L)	EA	82
820134	OBJECT MARKER (TYPE P)	EA	82
820840	ROADSIDE SIGN – ONE POST (METAL)	EA	82
840515	THERMOPLASTIC PAVEMENT MARKING	SF	84
846025	REMOVE PAINTED PAVEMENT MARKING	SF	84
870800A	RADAR SPEED FEEDBACK SIGN	EA	87
999990	MOBILIZATION	LS	99

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 2015 Standard Specifications, 2015 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 2015 Standard Specifications.

Except to the extent that they may conflict with these special provisions, revised standard specifications apply if included in the 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 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.

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

Add to the end of section 1-1.01:

Bid Items and Applicable Sections

Item Code	Item Description	Applicable Section
120091A	CONSTRUCTION PROJECT FUNDING SIGN	12
550205A	PREFABRICATED STEEL PEDESTRIAN BRIDGE	55
550206A	INSTALL PREFABRICATED STEEL PEDESTRIAN BRIDGE	55
870800A	RADAR SPEED FEEDBACK SIGN	87

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

APCD	air pollution control district
AQMD	air quality management district
CISS	cast-in-steel shell
CSL	crosshole sonic logging
GGL	gamma-gamma logging

Add to section 1-1.06:

Abbreviations in the Bid Item List are also used in Proposal Sheet 2.

Replace the headings and paragraphs of Section 1-1.07 with:

1-1.07 DEFINITIONS

1-1.07A General

Interpret terms as defined in the Contract documents.

1-1.07B Glossary

abandon: Render unserviceable in place.

acts of God: *Acts of God* as defined in Pub Cont Code § 7105.

activity: Task, event, or other project element on a schedule that contributes to completing the project. An activity has a description, start date, finish date, duration, and one or more logic ties.

adjust: Raise or lower a facility to match a new grade line.

aerially deposited lead: Lead primarily from vehicle emissions deposited within unpaved areas or formerly unpaved areas.

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

authorized laboratory: Independent testing laboratory (1) not employed or compensated by any subcontractor or subcontractor's affiliate providing other services for the Contract and (2) authorized by the Department.

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.

base: Layer of specified material of planned thickness placed immediately below the pavement or surfacing.

basement material: Material in an excavation or embankment under the lowest layer to be placed.

bid item: Work unit for which the Bidder provides a price.

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.

borrow: Fill acquired from an excavation source outside the described cut area.

1. **local borrow:** Material obtained by widening cuts or excavating from sources outside the planned or authorized cross section on the job site. The location of the local borrow is described or designated by the Engineer.
2. **imported borrow:** Borrow that is not local borrow.

bridge: Structure that:

1. Has a bridge number
2. Carries a (1) utility, (2) railroad, or (3) vehicle, pedestrian, or other traffic over, under, or around obstructions or waterways

building-construction contract: Contract that has *Building Construction* on the cover of the *Notice to Bidders and Special Provisions*.

California Test: Caltrans-developed test for determining work quality. For California Tests, go to the METS website.

Caltrans: State of California Department of Transportation

certificate of compliance: Certificate stating the material complies with the Contract.

Certified Industrial Hygienist: Industrial hygienist certified in comprehensive practice by the American Board of Industrial Hygiene.

change order work: Work described in a Change Order, including extra work and work described in the Contract as change order work.

closure: Closure of a traffic lane or lanes, including shoulder, ramp, or connector lanes, within a single traffic control system.

commercial quality: Quality meeting the best general practices.

commercial source: Established business operating as a material source for the general public.

Contract: Written and executed contract between the Department and the Contractor.

Contract acceptance: Director's written acceptance of a completed Contract.

Contract time: Number of original working days as adjusted by any time adjustment.

Contractor: Person or business or its legal representative entering into a Contract with the Department for performance of the work.

controlling activity: Construction activity that will extend the scheduled completion date if delayed.

County: The County of Fresno

critical path: Longest continuous chain of activities for the project that has the least amount of total float of all chains. In general, a delay on the critical path extends the scheduled completion date.

critical path method: Network-based planning technique using activity durations and relationships between activities to calculate a schedule for the entire project.

culvert: Structure other than a bridge that provides an opening under a roadway.

data date: Day after the date through which a schedule is current. Everything occurring earlier than the data date is as-built and everything on or after the data date is planned.

day: 24 consecutive hours running from midnight to midnight; calendar day.

1. **business day:** Day on the calendar except a Saturday and a holiday.
2. **working day:** Time measure unit for work progress. A working day is any 24-consecutive-hour period except:
 - 2.1. Saturday and a holiday.
 - 2.2. Day during which you cannot perform work on the controlling activity for at least 50 percent of the scheduled work shift with at least 50 percent of the scheduled labor and equipment due to any of the following:
 - 2.2.1. Adverse weather-related conditions.
 - 2.2.2. Traffic maintenance under the Contract.
 - 2.2.3. Suspension of a controlling activity that you and the Engineer agree benefits both parties.
 - 2.2.4. Unanticipated event not caused by either party, such as:
 - 2.2.4.1. Act of God
 - 2.2.4.2. Act of a public enemy.
 - 2.2.4.3. Epidemic.
 - 2.2.4.4. Fire.
 - 2.2.4.5. Flood.
 - 2.2.4.6. Governor-declared state of emergency.
 - 2.2.4.7. Landslide.
 - 2.2.4.8. Quarantine restriction.
 - 2.2.5. Issue involving a third party, including:
 - 2.2.5.1. Industry or area-wide labor strike.
 - 2.2.5.2. Material shortage.
 - 2.2.5.3. Freight embargo.
 - 2.2.5.4. Jurisdictional requirement of a law enforcement agency.
 - 2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the

Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.

- 2.3. Day during a concurrent delay.
3. **original working days:**
 - 3.1. Working days to complete the work shown on the *Notice to Bidders* for a non-cost-plus-time-based bid
 - 3.2. Working days bid to complete the work for a cost-plus-time-based bid

Where working days is specified without the modifier *original* in the context of the number of working days to complete the work, interpret the number as the number of original working days as adjusted by any time adjustment.

deduction: Money permanently taken from a progress payment or the final payment. Deductions are cumulative and are not retentions under Pub Cont Code § 7107.

delay: Event that extends the completion of an activity.

1. **excusable delay:** Delay caused by the Department and not reasonably foreseeable when the work began, such as:
 - 1.1. Change in the work
 - 1.2. Department action that is not part of the Contract
 - 1.3. Presence of an underground utility main not described in the Contract or in a location substantially different from that specified
 - 1.4. Described facility rearrangement not rearranged as described, by the utility owner by the date specified, unless the rearrangement is solely for the Contractor's convenience
 - 1.5. Department's failure to obtain timely access to the right-of-way
 - 1.6. Department's failure to review a submittal or provide notification in the time specified
2. **critical delay:** Excusable delay that extends the scheduled completion date
3. **concurrent delay:** Occurrence of at least 2 of the following events in the same period of time, either partially or entirely:
 - 3.1. Critical delay
 - 3.2. Delay to a controlling activity caused by you
 - 3.3. Non-working day

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

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

detour: Temporary route for traffic around a closed road part. A passageway through a job site is not a detour.

Director: Department's Chairman

disadvantaged business enterprise: Disadvantaged business enterprise as defined in 49 CFR 26.5.

dispose of: Remove from the job site.

divided highway: Highway with separated traveled ways for traffic, generally in opposite directions.

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

early completion time: Difference in time between an early scheduled completion date and the work completion date.

environmentally sensitive area: Area within or near construction limits where access is prohibited or limited to protect environmental resources.

estimated cost: Estimated cost of the project as shown on the *Notice to Bidders*.

extra work: Any work, desired or performed, but not included in the original Contract.

federal-aid contract: Contract that has a federal-aid project number on the cover of the *Notice to Bidders and Special Provisions*.

final pay item: Bid item whose quantity shown on the Bid Item List is the quantity paid.

finished grade: Final surface of the completed facility. If the work under the Contract includes stage construction, the relation between the finished grade and the work under the Contract is shown.

fixed cost: Labor, material, or equipment cost directly incurred by the Contractor as a result of performing or supplying a particular bid item that remains constant regardless of the item's quantity.

float: Difference between the earliest and latest allowable start or finish times for an activity.

1. **Department-owned float:** Time saved on the critical path by actions of the Department. It is the last activity shown on the schedule before the scheduled completion date.

force account work: Work ordered on a construction project without an existing agreement on its cost, and performed with the understanding that the contractor will bill the owner according to the cost of labor, materials, and equipment, plus a certain percentage for overhead and profit.

grading plane: Basement material surface on which the lowest layer of subbase, base, pavement, surfacing, or other specified layer is placed.

highway: Whole right-of-way or area reserved for use in constructing the roadway and its appurtenances.

holiday: Holiday shown in the following table:

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

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

hours of darkness: Hours of darkness as defined in Veh Code § 280.

idle equipment: Equipment:

1. On the job site at the start of a delay
2. Idled because of the delay
3. Not operated during the delay

informal-bid contract: Contract that has *Informal Bid Authorized by Pub Cont Code § 10122* on the cover of the *Notice to Bidders and Special Provisions*.

job site: Area within the defined boundaries of a project.

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

landscaping: Practice of a landscaping contractor under 16 CA Code of Regs § 832.27.

material: Any product or substance specified for use in the construction of a project.

material shortage:

1. Shortage of raw or produced material that is area-wide and caused by an unusual market condition except if any of the following occurs:
 - 1.1. Shortage relates to a produced, nonstandard material
 - 1.2. Supplier's and the Contractor's priority for filling an order differs
 - 1.3. Event outside the United States for a material produced outside the United States
2. Unavailability of water that delays a controlling activity

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

median: Portion of a divided highway separating the traveled ways including inside shoulders.

milestone: Event activity that has zero duration and is typically used to represent the start or end of a certain stage of the project.

mobilization: Preparatory work that must be performed or costs incurred before starting work on the various items on the job site (Pub Cont Code § 10104).

modify: Add to or subtract from an appurtenant part.

narrative report: Document submitted with each schedule that discusses topics related to project progress and scheduling.

near critical path: Chain of activities with total float exceeding that of the critical path but having not more than 10 working days of total float.

obliterate: Place an earth cover over or root, plow, pulverize, or scarify.

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

pavement: Uppermost layer of material placed on a traveled way or shoulder.

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

1. **standard plans:** Drawings standard to Department construction projects.
2. **revised standard plans:** New or revised standard plans.
3. **project plans:** Drawings specific to the project, including authorized shop drawings.

plant establishment period: Number of days shown on the *Notice to Bidders* for plant establishment.

quality characteristic: Characteristic of a material that is measured to determine conformance with a given requirement.

quality control plan: Contractor's plan to ensure QC.

reconstruct: Remove and disassemble and construct again at an existing or new location.

relocate: Remove and install or place in a new location.

remove: Remove and dispose of.

reset: Remove and install or place laterally at the same station location.

roadbed: Roadway portion extending from the curb line to curb line or the shoulder line to shoulder line. A divided highway has 2 roadbeds.

roadside: Area between the outside shoulder edge and the right-of-way limits.

roadway: Portion of the highway within the outside lines of curbs, sidewalks, slopes, ditches, channels, or waterways. A roadway includes the structures and features necessary for safety, protection of facilities, and drainage.

salvage: Remove, clean, and haul to a specified location.

schedule:

1. **baseline schedule:** Initial schedule showing the original work plan starting on the date of Contract approval. This schedule shows no completed work to date and no negative float or negative lag to any activity.
2. **revised schedule:** Schedule that incorporates a proposed or past change to logic or activity durations.
3. **updated schedule:** Current schedule developed from the accepted baseline and any subsequent accepted updated or revised schedules through regular monthly review to incorporate actual past progress.

scheduled completion date: Planned work completion date shown on the current schedule.

shoulder: Roadway portion contiguous with the traveled way for accommodation of a stopped vehicle, emergency use, and lateral support of base and surface courses.

small tool: Tool or piece of equipment not listed in Labor Surcharge and Equipment Rental Rates that has a replacement value of \$500 or less.

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. **revised standard specifications:** New or revised standard specifications. These specifications are in a section titled *Revised Standard Specifications* of a book titled *Notice to Bidders and Special Provisions*.
3. **special provisions:** Specifications specific to the project. These specifications are in a section titled *Special Provisions* of a book titled *Notice to Bidders and Special Provisions*.

State: State of California, including its agencies, departments or divisions whose conduct or action is related to the work.

Structure Design: Offices of Structure Design of the Department of Transportation.

subbase: Layer of material between a base and the basement material.

subgrade: Roadbed portion on which pavement, surfacing, base, subbase, or a layer of any other material is placed.

submittal:

1. **action submittal:** Written and graphic information and samples that require the Department's response.
2. **informational submittal:** Written information that does not require the Department's response.

substantial defects: Defects plainly seen as damaged, displaced, or missing parts or improper functioning of materials, parts, equipment, or systems.

substructure: Bridge parts below the bridge seats, pier tops, and haunches for rigid-framed bridges or spring lines for arched bridges; includes abutment backwalls, abutment parapets, and wingwalls.

superstructure: Bridge parts except the substructure.

supplemental project information: Information relevant to the project, specified as supplemental project information, and made available to bidders.

surfacing: Uppermost layer of material placed on a traveled way or shoulders; pavement.

time impact analysis: Analysis using a CPM schedule developed specifically to demonstrate the effect a proposed or past change or delay has on the current scheduled completion date.

time-scaled network diagram: Graphic depiction of a CPM schedule comprised of activity bars with relationships for each activity represented by arrows. The tail of each arrow connects to the activity bar for the predecessor and points to the successor.

total bid: Sum of the item totals as verified by the Department; original Contract price.

total float: Amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.

traffic: Pedestrians, bicyclists, ridden or herded animals, vehicles, streetcars, and other conveyances either singularly or together while using any highway for purposes of travel.

traffic lane: Portion of traveled way used for the movement of a single line of vehicles.

traveled way: Portion of the roadway for the movement of vehicles, exclusive of the shoulders, berms, sidewalks, and parking lanes.

tunnel: Tunnel as defined in 8 CA Code of Regs § 8405 et seq.

unauthorized work: Work performed beyond the lines and grades described in the Contract or established by the Engineer or extra work performed without Department authorization.

unsuitable material: Material encountered below the natural ground surface in embankment areas or below the grading plane in excavation areas that the Engineer determines to be in any of the following conditions:

1. Of such unstable nature that it cannot be compacted to the specified density using ordinary methods at optimum moisture content.
2. Too wet to be properly compacted and cannot be dried before incorporating it into the work. Excessive moisture alone is not sufficient cause for determining that the material is unsuitable.
3. Inappropriate for the planned use.

withhold: Money temporarily or permanently taken from a progress payment.

work: Resources and activities required for Contract acceptance, including labor, materials, equipment, and the created product.

work plan: Detailed formulation of a program of action.

work zone: Area of a highway with construction, maintenance, or utility work activities.

1-1.08 DISTRICTS

Replace the first sentence in Section 1.08 with the following:

Caltrans' district composition and office addresses are as shown in the following table:

Add to the end of Section 1-1.09

This project is not in a freeze-thaw area.

Replace the headings and paragraphs of 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 the headings and paragraphs of 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	http://www.dot.ca.gov/hq/esc/approved_products_list	--	--
CA Unified Certification Program's list of certified DBEs	http://www.dot.ca.gov/hq/bep/find_certified.htm	--	--
<i>California MUTCD</i>	http://www.dot.ca.gov	--	--
Department	http://www.co.fresno.ca.us	2220 TULARE STREET DESIGN DIVISION – SIXTH FLOOR FRESNO, CA 93721	(559) 600-4501 or (559) 600-4528
Department of Conservation, Office of Mine Reclamation	http://www.conservation.ca.gov/omr/	--	--
Department of Industrial Relations	http://www.dir.ca.gov	455 GOLDEN GATE AVE SAN FRANCISCO CA 94102	--
Design Services - Contract Administration, Planholders, Bid Results	http://www.co.fresno.ca.us/departmentpage.aspx?id=5818	2220 TULARE STREET; 7 TH FLOOR; FRESNO, CA 93721	Tel: (559) 600-4528 Fax: (559) 600-4399 Email: DesignServices@co.fresno.ca.us
Division of Accounting, Office of External Accounts Payable	http://www.dot.ca.gov/hq/ascpayments/contact.htm#compets1	MAJOR CONSTRUCTION PAYMENT AND INFORMATION UNIT OFFICE OF EXTERNAL ACCOUNTS PAYABLE DIVISION OF ACCOUNTING DEPARTMENT OF TRANSPORTATION P.O. BOX 168043 SACRAMENTO CA 95816-8043	(916) 227-9013
Division of Construction	http://www.dot.ca.gov/hq/construc/	--	--
Geotechnical Services	http://www.dot.ca.gov/hq/esc/geotech	GEOTECHNICAL SERVICES DEPARTMENT OF TRANSPORTATION 5900 FOLSOM BLVD SACRAMENTO CA 95819-4612	(916) 227-7000

2-1.03 CONTRACTOR REGISTRATION

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)].

2-1.04–2-1.05 RESERVED

2-1.06 BID DOCUMENTS

2-1.06A General

The *Bid* book includes bid forms and certifications and may be requested from Design Services.

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

The *Notice to Bidders and Special Provisions*, project plans, and any addenda to these documents may be accessed at Design Services.

The *Standard Specifications* and *Standard Plans* may be purchased at the Publication Distribution Unit.

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	Contech Engineered Solutions LLC. Steel Prefabricated Pedestrian Bridge Plans, Riverdale Irrigation District Encroachment Permit
Available on Design Services webpage	Geotechnical Report, As-Built Bridge Plans, As-Built Riverdale High School JUSD 415 kW Single Axis Photovoltaic Tracker Solar Array

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.

2-1.06C–2-1.06D Reserved

2-1.07 JOB SITE AND DOCUMENT EXAMINATION

Examine the job site and bid documents. Notify the Department of apparent errors and patent ambiguities in the plans, specifications, and Bid Item List. Failure to do so may result in rejection of a bid or rescission of an award.

Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the contract

2-1.08 RESERVED

2-1.09 BID ITEM LIST

Submit a bid based on the bid item quantities the Department shows on Proposal 2.

2-1.10 SUBCONTRACTOR LIST

On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Public works contractor registration number.
4. Portion of work it will perform. Show the portion of the work by:
 - 4.1. Bid item numbers for the subcontracted work
 - 4.2. Percentage of the subcontracted work for each bid item listed
 - 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent

2-1.11 RESERVED

2-1.12 DISADVANTAGED BUSINESS ENTERPRISES

2-1.12A General

Section 2-1.12 applies to a federal-aid contract.

Under 49 CFR 26.13(b):

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Include this assurance in each subcontract you sign with a subcontractor.

2-1.12B Disadvantaged Business Enterprise Goal

2-1.12B(1) General

Section 2-1.12B applies if a DBE goal is shown on the *Notice to Bidders*.

The Department shows a goal for DBEs to comply with the DBE program objectives provided in 49 CFR 26.1.

Make work available to DBEs and select work parts consistent with the available DBEs, including subcontractors, suppliers, service providers, and truckers.

Meet the DBE goal shown on the *Notice to Bidders* or demonstrate that you made adequate good faith efforts to meet this goal.

You are responsible to verify at bid opening the DBE firm is certified as a DBE by the California Unified Certification Program and possess the work codes applicable to the type of work the firm will perform on the Contract.

Determine that selected DBEs perform a commercially useful function for the type of work the DBE will perform on the Contract as provided in 49 CFR 26.55(c)(1)–(4). Under 49 CFR 26.55(c)(1)–(4), the DBE must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing, and supervising the work.

All DBE participation will count toward Caltrans' federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs will be evaluated on a contract-by-contract basis and counts toward the goal in the following manner:

1. 100 percent if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies if they are obtained from a DBE that is neither a manufacturer nor a regular dealer. 49 CFR 26.55 defines *manufacturer* and *regular dealer*.

You receive credit toward the goal if you employ a DBE trucking company that is performing a commercially useful function. The Department uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

[49 CFR 26.55(d)]

2-1.12B(2) DBE Commitment Submittal

Submit DBE information under section 2-1.33.

Submit a copy of the quote from each DBE shown on the DBE Commitment form that describes the type and dollar amount of work shown on the form. Submit a DBE Confirmation form for each DBE shown on the DBE Commitment form to establish that it will be participating in the Contract in the type and dollar amount of work shown on the form. If a DBE is participating as a joint venture partner, submit a copy of the joint venture agreement.

2-1.12B(3) DBE Good Faith Efforts Submittal

You can meet the DBE requirements by either documenting commitments to DBEs to meet the Contract goal or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If you have not met the DBE goal, complete and submit the DBE Good Faith Efforts Documentation form under section 2-1.33 showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed toward obtaining participation by DBEs are considered.

Submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Department finds that the DBE goal has not been met.

Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

The Department considers DBE commitments of other bidders in determining whether the low bidder made good faith efforts to meet the DBE goal.

2-1.13–2-1.30 RESERVED

2-1.31 RESERVED

2-1.32 RESERVED

2-1.33 BID DOCUMENT COMPLETION AND SUBMITTAL

2-1.33A General

Complete forms in the *Bid* book.

Submit your bid:

1. Under sealed cover
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.

2-1.33B Bid Item List and Bid Comparison

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

2-1.33C Bid Document Completion

Proposal sheets are identified by title and by the letter “P” followed by the number assigned to the proposal sheet in question. Proposal sheets 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 Proposal Sheet

One or more sheet(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.

2-1.33C(3) Proposal 3 - Evaluation of Bid Proposal Sheet

Describes how inconsistencies and irregularities are evaluated and corrected when Design Services reviews the Bid Sheet.

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.

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 Affidavit

Must be completed, signed, and returned with bid.

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

Check "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

Check: "yes" or "no" accordance with instructions on form, include explanation if "yes" is checked. Return completed form with bid. Note that signing the bid constitutes signing this questionnaire and statement.

2-1.33C(8) Proposal 8(a) through Proposal 8(f) - Subcontractors

Sheet(s) 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 Cont Code § 4100 et seq.).

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

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

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

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

2-1.33C(9) Proposal 9 - 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.

2-1.33C(10) Proposal 10 - Title 49, Code Of Federal Regulations, Part 29 Debarment And Suspension Certification

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

2-1.33C(11) Proposal 11 - Nonlobbying Certification For Federal-Aid Contracts

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

2-1.33C(12) Proposal 12(a) through Proposal 12(b) - Disclosure Of Lobbying Activities

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

2-1.33C (13) Proposal 13(a) through Proposal 13(b) - Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)

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

2-1.33C(14) Proposal 14(a) through proposal 14(c) - *Exhibit 15-H DBE Information — Good Faith Efforts*

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

2-1.33C(15) Proposal 15 - *Opt out of payment adjustments for price index fluctuations*

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

2-1.33C(16) Proposal 16 - *Guaranty*

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

2-1.34 BIDDER'S SECURITY

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

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

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

2-1.35–2-1.39 RESERVED

2-1.40 BID WITHDRAWAL

1. An authorized agent may withdraw a 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. After the bid opening time, you cannot withdraw a bid.

2-1.41–2-1.42 RESERVED

2-1.43 BID OPENING

The Department publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

2-1.44–2-1.45 RESERVED

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

2-1.47 BID RELIEF

The Department may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief to Design Services.

2-1.49 SUBMITTAL FAILURE HISTORY

2-1.50 BID RIGGING

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

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.

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.

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

Replace the headings and paragraphs of Section 3 with:

Section 3 includes specifications related to contract award and execution.

3-1.02A General

3-1.02B Tied Bids

Contract Number 17-10-C

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

Submit any bid protest to Design Services.

If the Department awards the contract, the award is made to the lowest responsible bidder within 54 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 faxing a request to Design Services before 4:00 p.m. on or before the last day of the award period. If you do not make this request, after the specified award period:

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

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

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

3-1.06 CONTRACTOR LICENSE

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

For a non-federal-aid contract:

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

3-1.07 INSURANCE POLICIES

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

3-1.08 –3-1.10 RESERVED

3-1.11 PAYEE DATA RECORD

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

3-1.12 RESERVED

3-1.13 FORM FHWA-1273

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

3-1.14–3-1.17 RESERVED

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the *Agreement*.

Deliver to Design Services:

1. Signed *Agreement* including the attached form FHWA-1273

5 CONTROL OF WORK

Delete the 9th Paragraph of Section 5-1.01

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

Caltrans Standard Drawings, City 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; provided, however, that if a document in the Project Details section conflicts with a portion of the Special Provisions which is not in the Project Details section, the Special Provisions which are not in the Project Details section shall prevail.

Replace the headings and paragraphs of section 5-1.09 with:

5-1.09 RESERVED

Replace Section 5-1.12 with:

5-1.12 ASSIGNMENT

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 notice. 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 the headings and paragraphs of section 5-1.13C with:

5-1.13C RESERVED

Replace the headings and paragraphs of section 5-1.13D with:

5-1.13D RESERVED

Replace the paragraphs of 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 the paragraph of section 5-1.20C with:

5-1.20C Railroad Relations

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

Replace the paragraphs of 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 Section 5-1.26 with:

5-1.26 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.

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 highway.

^^

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.

Use if there is a sole source item

The Department has made a public interest finding and has determined that *{Describe the item by manufacturer's name, make and model}* shall be used for the project, and no substitution therefor shall be allowed.

^^

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

Replace section 7-1.02K(3) with:

04-22-16

Keep accurate payroll records.

Submit a copy of your certified payroll records, weekly, including those of subcontractors. Include:

1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and week
 - 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
 - 1.7. Pay rate
 - 1.8. Itemized deductions made
 - 1.9. Check number issued
2. Apprentices and the apprentice-to-journeyman ratio

Each certified payroll record must include a Statement of Compliance form signed under penalty of perjury that declares:

1. Information contained in the payroll record is true, correct, and complete
2. Employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
3. Wage rates paid are at least those required by the Contract

Submitted certified payrolls for hauling and delivering ready-mixed concrete must be accompanied by a written time record. The time record must include:

1. Truck driver's full name and address
2. Name and address of the factory or batching plant
3. Time the concrete was loaded at the factory or batching plant
4. Time the truck returned to the factory or batching plant
5. Truck driver's signature certifying under penalty of perjury that the information contained in this written time record is true and correct

Make certified payroll records available for inspection at all reasonable hours at your main office on the following basis:

1. Upon the employee's request or upon request of the employee's authorized representative, make available for inspection a certified copy of the employee's payroll record.
2. Refer the public's requests for certified payroll records to the Department. Upon the public's request, the Department makes available for inspection or furnishes copies of your certified payroll records. Do not give the public access to the records at your main office.

Make all payroll records available for inspection and copying or furnish a copy upon request of a representative of the:

1. Department
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Furnish the Department the location of the records. Include the street address, city, and county. Furnish the Department a notification of a location and address change within 5 business days of the change.

Comply with a request for the records within 10 days after you receive a written request. If you do not comply within this period, the Department withholds from progress payments a \$100 penalty for each day or part of a day for each worker until you comply. You are not assessed this penalty for a subcontractor's failure to comply with Labor Code § 1776.

The Department withholds from progress payments for delinquent or inadequate records (Labor Code § 1771.5). If you have not submitted an adequate record by the month's 15th day for the period ending on or before the 1st of that month, the Department withholds up to 10 percent of the monthly progress estimate, exclusive of mobilization. The Department does not withhold more than \$10,000 or less than \$1,000.

Add between the 9th and 10th paragraphs of section 7-1.03:

07-15-16

If a height differential of more than 0.04 foot is created by construction activities at a joint transverse to the direction of traffic on the traveled way or a shoulder subject to public traffic, construct a temporary taper at the joint with a slope complying with the requirements shown in the following table:

Temporary Tapers

Height differential (foot)	Slope (horizontal:vertical)	
	Taper use of 14 days or less	Taper use of more than 14 days
Greater than 0.08	100:1 or flatter	200:1 or flatter
0.04–0.08	70:1 or flatter	70:1 or flatter

For a taper on existing asphalt concrete or concrete pavement, construct the taper with minor HMA under section 39-2.07.

Grind existing surfaces to accommodate a minimum taper thickness of 0.10 foot under either of the following conditions:

1. HMA material such as rubberized HMA, polymer-modified bonded wearing course, or open-graded friction course is unsuitable for raking to a maximum 0.02 foot thickness at the edge
2. Taper will be in place for more than 14 days

For a taper on a bridge deck or approach slab, construct the taper with polyester concrete under section 60-3.04B.

The completed surface of the taper must be uniform and must not vary more than 0.02 foot from the lower edge of a 12-foot straightedge when placed on its surface parallel and perpendicular to traffic.

If authorized, you may use alternative materials or methods to construct the required taper.

Replace the headings and paragraphs of Section 7-1.04 with:

7-1.04 PUBLIC SAFETY

7-1.04A GENERAL

Cover signs that direct traffic to a closed area.

You are responsible to provide for public safety.

Do not construct a temporary facility that interferes with the safe passage of traffic.

Control dust resulting from the work, inside and outside the right-of-way.

Move workers, equipment, and materials without endangering traffic.

Whenever your activities create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. At locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls unless otherwise ordered.

Use of signs, lights, flags, or other protective devices must comply with the *California MUTCD* and any directions of the Engineer. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

Keep existing traffic signals and highway lighting in operation. Other forces within the Department will perform routine maintenance of these facilities during the work.

Cover signs that direct traffic to a closed area. Except for work specified in section 12, maintaining, and removing the covers on construction area signs is change order work.

Install temporary illumination in a manner which the illumination and the illumination equipment does not interfere with public safety. The installation of general roadway illumination does not relieve you from furnishing and maintaining any protective devices.

Equipment must enter and leave the highway via existing ramps and crossovers and must move in the direction of traffic. All movements of workmen and construction equipment on or across lanes open to traffic must be performed in a manner that do not endanger the public. Your vehicles or other mobile equipment leaving an open traffic lane to enter the construction area must slow down gradually in advance of the location of the turnoff to give the traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying traffic, your vehicles and equipment must yield to traffic.

Immediately remove hauling spillage from a roadway lane or shoulder open to traffic. When hauling on roadways, trim loads and remove material from shelf areas to minimize spillage.

Notify the Engineer not less than 20 days and not more than 90 days before the anticipated start of an activity that will change the vertical or horizontal clearance available to traffic, including shoulders.

If vertical clearance is temporarily reduced to 15.5 feet or less, place low clearance warning signs in compliance with the *California MUTCD* and any directions of the Engineer. Signs must comply with the dimensions, color, and legend requirements of the *California MUTCD* and section 12-3.06 except that the signs must have black letters and numbers on an orange retroreflective background. W12-2P signs must be illuminated so that the signs are clearly visible.

Pave or provide full width continuous and cleared wood walks for pedestrian openings through falsework. Protect pedestrians from falling objects and concrete-curing water. Extend overhead protection for pedestrians at least 4 feet beyond the edge of the bridge deck. Illuminate all pedestrian openings through falsework. Temporary pedestrian facilities must comply with the *California MUTCD*, Part 6, Chapter 6D, "Pedestrian and Worker Safety."

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public
2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of traffic.

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved. Submit shop drawings and design calculations for the temporary facilities and show the standard design criteria or codes used. Shop drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard. You must furnish and install the necessary warning devices. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate your obligation to furnish and pay for these devices and measures.

Install Type K temporary railing or other authorized protective systems under any of the following conditions:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day
3. Storage areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
4. Height differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Installation of Type K temporary railing is not required if an excavation within 15 feet from the edge of an open traffic lane is protected by any of the following:

1. Steel plate or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
2. Side slope where the downhill slope is 4:1 (horizontal: vertical) or less unless a naturally occurring condition
3. Barrier or railing

Offset the approach end of Type K temporary railing a minimum of 15 feet from the edge of an open traffic lane. Install the temporary railing on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing must be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules must be installed at the approach end of the temporary railing.

Secure Type K temporary railing in place before starting work for which the temporary railing is required.

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.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices as specified for the lane closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

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 headings and paragraphs of Section 7-1.06 with:

7-1.06 INSURANCE

7-1.06A General

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications.

7-1.06B Casualty Insurance

Obtain and maintain insurance on all of your operations with companies acceptable to the Department as follows:

1. Keep all insurance in full force and effect from the start of the work through Contract acceptance.
2. All insurance must be with an insurance company with a rating from A.M. Best Financial Strength Rating of A or better and a Financial Size Category of VIII or better.
3. Maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Civ Pro Code § 337.1.

7-1.06C Workers' Compensation and Employer's Liability Insurance

Under Labor Code § 1860, secure the payment of worker's compensation under Labor Code § 3700.

Submit to the Department the following certification before performing the work (Labor Code § 1861):

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

Contract signing constitutes certification submittal.

Provide Employer's Liability Insurance in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident
2. \$1,000,000 policy limit for bodily injury by disease
3. \$1,000,000 for each employee for bodily injury by disease

If there is an exposure of injury to your employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage must be included for such injuries or claims.

7-1.06D Liability Insurance

7-1.06D(1) General

Carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of you providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

1. Premises, operations and mobile equipment
2. Products and completed operations
3. Broad form property damage (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal injury
6. Contractual liability

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, as published by the Insurance Services Office (ISO), or other form designated by the Department.

7-1.06D(3) Contractor's Insurance Policy is Primary

The policy must stipulate that the insurance afforded the additional insureds applies as primary insurance. Any other insurance or self-insurance maintained by the State is excess only and must not be called upon to contribute with this insurance.

7-1.06E Automobile Liability Insurance

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

7-1.06F Policy Forms, Endorsements, and Certificates

Provide your General Liability Insurance under Commercial General Liability policy form no. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form no. CG0001.

7-1.06G NOT USED

7-1.06H Enforcement

The Department may assure your compliance with your insurance obligations. Ten days before an insurance policy lapses 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.

You are not relieved of your duties and responsibilities to indemnify, defend, and hold harmless the State, 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 State from taking other actions available to it, including the withholding of funds under this Contract.

7-1.06I Self-Insurance

Comply with the *Agreement* of these special provisions

Replace the headings and paragraphs of Section 7-1.07 with:

7-1.07 LEGAL ACTIONS AGAINST THE DEPARTMENT

7-1.07A General

If legal action is brought against the Department over compliance with a State or federal law, rule, or regulation applicable to highway work, then:

1. If the Department in complying with a court order prohibits you from performing work, the resulting delay is a suspension related to your performance, unless the Department terminates the Contract.
2. If a court order other than an order to show cause or the final judgment in the action prohibits the Department from requiring you to perform work, the Department may delete the prohibited work or terminate the Contract.

7-1.07B Seal Coat Claims

Pay for claims for personal property damage caused by screening and bituminous binder. Seal coat claims are limited to:

1. 10 percent of the total bid
2. Damage occurring between the 1st day of screening spreading and 4 days after the last day of screening spreading for each seal coat location

Within 30 days of the last screening spreading, 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, any district claims office, or the State Board of Control (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 or the State Board of Control 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 spreading of screenings 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 7-1.07B does not limit your obligation to defend and indemnify the Department.

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.

Add between the 1st and 2nd paragraphs of section 7-1.11A:

Comply with 46 CFR 381.7(a)–(b).

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

8 PROSECUTION AND PROGRESS

Replace the headings and paragraphs in Section 8 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 work 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.

8-1.02 SCHEDULE

8-1.02A General

Upon completion of all work, the Department returns the withholds associated with section 8-1.02 and makes a payment adjustment for work not performed in the same manner as work-character changes.

8-1.02B Level 1 Critical Path Method Schedule

8-1.02B(1) General

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

Before or at the preconstruction conference, submit a CPM baseline schedule.

For each schedule, submit:

1. Plotted original, time-scaled network diagram on a sheet at least 8-1/2 by 11 inches with a title block and timeline
2. Read-only compact disc or other Engineer-authorized data-storage device containing the schedule data if software is used to make the schedule. Label the device with:
 - 2.1. Contract number
 - 2.2. CPM schedule number and date produced
 - 2.3. File name

8-1.02B(2) Schedule Format

On each schedule, show:

1. Planned and actual start and completion dates of each work activity, including applicable:
 - 1.1. Submittal development
 - 1.2. Submittal review and acceptance
 - 1.3. Material procurement
 - 1.4. Contract milestones and constraints

- 1.5. Equipment and plant setup
- 1.6. Interfaces with outside entities
- 1.7. Erection and removal of falsework and shoring
- 1.8. Test periods
- 1.9. Major traffic stage change
- 1.10. Final cleanup
2. Order that you propose to prosecute the work
3. Logical links between the time-scaled work activities
4. All controlling activities
5. Legible description of each activity
6. At least 1 predecessor and 1 successor to each activity except for project start and project end milestones
7. Duration of at least 1 working day for each activity
8. Start milestone date as the Contract approval date

8-1.02B(3) Updated Schedule

Submit a monthly updated schedule that includes the status of work completed to date and the work yet to be performed as planned.

You may include changes to updated schedules that do not alter a critical path or extend the scheduled completion date compared to the current schedule. Changes may include:

1. Adding or deleting activities
2. Changing activity constraints
3. Changing durations
4. Changing logic

If any proposed change in planned work would alter the critical path or extend the scheduled completion date, submit a revised schedule within 15 days of the proposed change.

8-1.02C–8-1.02F Reserved

8-1.03 PRECONSTRUCTION CONFERENCE

Attend a preconstruction conference with key personnel, including your assigned representative, at a time and location determined by the Engineer. Submit documents as required before the preconstruction conference.

Be prepared to discuss the topics and documents shown in the following table:

Topic	Document
Potential claim and dispute resolution	Potential claim forms
Contractor's representation	Assignment of Contractor's representative
DBE	Final utilization reports
Equipment	Equipment list
Labor compliance and equal employment opportunity	Job site posters and benefit and payroll reports
Material inspection	Notice of Materials to be Used form
Materials on hand	Request for Payment for Materials on Hand form
Measurements	--
Partnering	--
Quality control	QC plans
Safety	Injury and Illness Prevention Program and job site posters
Schedule	Baseline schedule and Weekly Statement of Working Days form
Subcontracting	Subcontracting Request form
Surveying	Survey Request form
Traffic control	Traffic contingency plan and traffic control plans
Utility work	--
Weight limitations	--
Water pollution control	SWPPP or WPCP
Work restrictions	PLACs
Action submittals	--

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. Obtain an encroachment permit from the Department
4. Are authorized by the Department to start
5. Perform work at your own risk
6. Perform work under the Contract

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

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

8-1.04B Standard Start

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

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

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

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

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

**Complete work before the expiration of
SEVENTY (70) WORKING DAYS**

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

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

**Pay to the County of Fresno the sum of
THREE THOUSAND TWO HUNDRED (\$3,200.00)**

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

8-1.04C Long Lead Time Equipment Start

Reserved

8-1.05 TIME

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.

Complete the work within the Contract time.

Meet each specified interim work completion date.

The Engineer issues a *Weekly Statement of Working Days* by the end of the following week.

The *Weekly Statement of Working Days* shows:

1. Working days and non-working days during the reporting week
2. Time adjustments
3. Work completion date computations, including working days remaining
4. Controlling activities

8-1.06 SUSPENSIONS

The Engineer may suspend work wholly or in part due to conditions unsuitable for work progress. Provide for public safety and a smooth and unobstructed passageway through the work zone during the suspension as specified in sections 7-1.03 and 7-1.04. Providing the passageway is force account work. The Department makes a time adjustment for the suspension due to a critical delay.

The Engineer may suspend work wholly or in part due to your failure to (1) fulfill the Engineer's orders, (2) fulfill a Contract part, or (3) perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur. The Department may provide for a smooth and unobstructed passageway through the work during the suspension and deduct the cost from payments. The Department does not make a time adjustment for the suspension.

Upon the Engineer's order of suspension, suspend work immediately. Resume work when ordered.

8-1.07 DELAYS

8-1.07A General

To request a delay-related time or payment adjustment, submit an RFI.

8-1.07B Time Adjustments

The Department may make a time adjustment for a critical delay. The Engineer uses information from the schedule to evaluate requests for time adjustments.

To request an adjustment, submit a revised schedule showing the delay's effect on the controlling activity. If the delay has:

1. Occurred, submit records of the dates and what work was performed during the delayed activity
2. Not occurred, submit the expected dates or duration of the delayed activity

Update the schedule to the last working day before the start of the delay if ordered.

8-1.07C Payment Adjustments

The Department may make a payment adjustment for an excusable delay that affects your costs.

Only losses for idle equipment, idle workers, and moving or transporting equipment are eligible for delay-related payment adjustments.

The Engineer determines payment for idle time of equipment in the same manner as determinations are made for equipment used in the performance of force account work under section 9-1.04 with the following exceptions:

1. Delay factor in the *Labor Surcharge and Equipment Rental Rates* applies to each equipment rental rate.
2. Daily number of payable hours equals the normal working hours during the delay, not to exceed 8 hours per day.
3. Delay days exclude non-working days.
4. Markups are not added.

The Engineer determines payment adjustment for the idle workers under section 9-1.04B, but does not add markups.

The Engineer includes costs due to necessary extra moving or transporting of equipment.

The Department does not make a payment adjustment for overhead incurred during non-working days of additional construction seasons experienced because of delay.

8-1.08–8-1.09 RESERVED

8-1.10 LIQUIDATED DAMAGES

8-1.10A General

The Department specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

Liquidated damages are specified in section 8-1.04.

8-1.10B Failure to Complete Work Parts within Specified Times

The Department may deduct specified damages from payments for each day needed to complete a work part in excess of the time specified for completing the work part.

Damages for untimely completion of work parts may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Department does not simultaneously assess damages for untimely completion of work parts and for the whole work.

Damages accrue starting the 1st day after a work part exceeds the specified time through the day the specified work part is complete.

8-1.10C Failure to Complete Work Parts by Specified Dates

The Department may deduct specified damages from payments for each day needed to complete a work part in excess of the specified completion date for the work part.

Damages for untimely completion of a work part may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Department does not simultaneously assess damages for untimely completion of a work part and the whole work.

Damages accrue starting the 1st day after an unmet completion date through the day the work part is complete.

8-1.10D RESERVED

8-1.11–8-1.12 RESERVED

8-1.13 CONTRACTOR'S CONTROL TERMINATION

The Department may terminate your control of the work for failure to do any of the following (Pub Cont Code § 10253):

1. Supply an adequate workforce
2. Supply material as described
3. Pay subcontractors (Pub Cont Code §10262)
4. Prosecute the work as described in the Contract

The Department may also terminate your control for failure to maintain insurance coverage.

For a federal-aid project, the Department may terminate your control of the work for failure to include "Required Contract Provisions, Federal-Aid Construction Contracts" in subcontracts.

The Department gives notice to you and your surety at least 5 business days before terminating control. The notice describes the failures and the time allowed to remedy the failures. If failures are not remedied within the time provided, the Department takes control of the work.

The Department may complete the work if the Department terminates the Contractor's control or you abandon the project (Pub Cont Code § 10255). The Department determines the unpaid balance under Pub Cont Code § 10258 and the Contract.

At any time before final payment of all claims, the Department may convert a Contractor's control termination to a Contract termination.

8-1.14 CONTRACT TERMINATION

8-1.14A General

The Director may terminate the Contract if it serves the State's best interest. The Department issues you a written notice, implements the termination, and pays you.

8-1.14B Relief from Responsibility for Work

Upon receiving a termination notice:

1. Stop work
2. Notify subcontractors and suppliers of the Contract termination and stop Contract-related work
3. Perform the Engineer-ordered work to secure the job site for termination
4. Remove equipment

5. Subject to the Engineer's authorization, settle termination-related claims and liabilities involving subcontractors and suppliers; assign to the Department the rights, titles, or interests held by you with respect to these parties

8-1.14C Responsibility for Materials

Upon receiving a termination notice, protect unused material until:

1. You submit an inventory of materials already produced, purchased, or ordered but not yet used; include the location of the material.
2. The Engineer identifies materials that will be retained by the Department. Submit bills of sales or other records of material title.
3. The Engineer confirms that unused materials paid by progress payment and materials furnished by the State have been delivered and stored as ordered.
4. The titles are transferred for materials purchased by the Department.

Dispose of materials that will not be retained by the Department.

8-1.14D Contract Acceptance after Termination

The Engineer recommends Contract acceptance after determining the completion of:

1. Work ordered to be completed before termination
2. Other work ordered to secure the project before termination
3. Material delivery and title transfer

The Department pays you under section 9-1.17.

8-1.14E Payment Adjustment for Termination

If the Department issues a termination notice, the Engineer determines the payment for termination based on the following:

1. Direct cost for the work:
 - 1.1. Including:
 - 1.1.1. Mobilization.
 - 1.1.2. Demobilization.
 - 1.1.3. Securing the job site for termination.
 - 1.1.4. Losses from the sale of materials.
 - 1.2. Not including:
 - 1.2.1. Cost of materials you keep.
 - 1.2.2. Profit realized from the sale of materials.
 - 1.2.3. Cost of material damaged by:
 - 1.2.3.1. Act of God.
 - 1.2.3.2. Act of a public enemy.
 - 1.2.3.3. Fire.
 - 1.2.3.4. Flood.
 - 1.2.3.5. Governor-declared state of emergency.
 - 1.2.3.6. Landslide.
 - 1.2.3.7. Tsunami.
 - 1.2.4. Other credits.
2. Cost of remedial work, as estimated by the Engineer, is not reimbursed.
3. Allowance for profit not to exceed 4 percent of the cost of the work. Prove a likelihood of having made a profit had the Contract not been terminated.
4. Material handling costs for material returned to the vendor or disposed of as ordered.
5. Costs in determining the payment adjustment due to the termination, excluding attorney fees and litigation costs.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

9 PAYMENT

Add the following Section 9-1.01A

9-1.01A COMPENSATION

The bid items shown in the bid proposal sheet 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.

Replace the headings and paragraphs of Section 9-1.03 with:

9-1.03 PAYMENT SCOPE

The Department pays you for furnishing the resources and activities required to complete the work. The Department's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work
2. PLACs and taxes
3. Any royalties and costs arising from patents, trademarks, and copyrights involved in the work

The Department does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item
2. For the price bid for each bid item shown on the Bid Item List or as changed by change order with a specified price adjustment

Full compensation for work specified in divisions I, II, and X is included in the payment for the bid items unless:

1. Bid item for the work is shown on the Bid Item List
2. Work is specified as change order work

Work paid for under one bid item is not paid for under any other bid item.

Payment for a bid item includes payment for work in sections referenced by the section set forth by that bid item.

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.

If an alternative is described in the Contract, the Department pays based on the bid items for the details and specifications not described as an alternative unless the bid item is described as an alternative, in which case, the Department pays based on the details and specifications for that alternative.

The Department pays for change order work based on one or a combination of the following:

1. Bid item prices
2. Force account
3. Agreed price
4. Specialist billing

If the Engineer chooses to pay for change order work based on an agreed price, but you and the Engineer cannot agree on the price, the Department pays by force account.

If a portion of extra work is covered by bid items, the Department pays for this work as changed quantities in those items. The Department pays for the remaining portion of the extra work by force account or agreed price.

If the amount of a deduction or withhold exceeds final payment, the Department invoices you for the difference, to be paid upon receipt.

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

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 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.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

Add the following 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 Article 1.5 (Sections 20104-20104.6, inclusive) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code. Article 1.5 requires that its provisions or a summary thereof be set forth in the plans and specifications for any work which may give rise to a claim thereunder. Accordingly, this contract incorporates all of the terms and conditions of Article 1.5, as follows:

Article 1.5 Resolution of Contract Claims

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" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" 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.

20104.2 For any claim subject to this article, 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 or claims 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 or claims 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) If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. 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 the claim is denied, including any period of time utilized by the meet and confer conference.

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 the mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of 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 the 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 of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rule 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. Arbitrators shall be experienced in construction law.

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.

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

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

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

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

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

Add to the beginning of section 10-1.02E:

Construct the new pavement structure adjacent to the existing traveled way by successively excavating, preparing subgrade, placing base materials, and paving. Perform these activities concurrently after you start paving. Excavation within 8 feet of the existing traveled way must not precede the paving operation by more than 5 working days unless:

1. Authorized
2. Material is placed and compacted against the vertical cuts within 8 feet of the existing traveled way. During excavation, you may use native material for this purpose except you must use structural material once you start placing the pavement structure. Place the material to the top of the existing pavement and taper at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

12 TEMPORARY TRAFFIC CONTROL

Replace section 12-1.04 with:

12-1.04 FLAGGING COSTS

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

Replace section 12-2 with:

12-2 CONSTRUCTION PROJECT FUNDING SIGNS

12-2.01 GENERAL

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

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

12-2.02 MATERIALS

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

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

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

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

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

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

FEDERAL HIGHWAY TRUST FUNDS

FRESNO COUNTY ROAD FUNDS

12-2.03 CONSTRUCTION

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

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

12-2.04 PAYMENT

Not Used

Replace Section 12-3.01C With:

12-3.01C Construction

If channelizing devices are used on the project, perform all layout work necessary to place channelizing devices:

1. On the proper alignment
2. Uniformly at the location and spacing described
3. Straight on a tangent alignment
4. On a true arc in a curved alignment

If temporary traffic control devices are damaged, displaced, or stop operating or functioning as described from any cause during the progress of the work, immediately repair, repaint, or replace the components and restore them to their original locations and positions.

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 Section 12-3.03C With:

12-3.03C Construction

If plastic traffic drums are used on project, use 1 type of plastic traffic drum on the project.

Use the same type and brand of retroreflective sheeting for all plastic traffic drums used on the project.

Do not use sandbags or comparable ballast.

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 Section 12-3.10C With:

12-3.10C Construction

If barricades are used on the project, place each barricade such that the stripes slope downward in the direction road users are to pass.

Place each sand-filled bag near the ground level on the lower parts of the frame or stays to serve as ballast for the barricades. Do not place ballast on top of barricades or over any retroreflective barricade rail face that is facing traffic.

Do not remove barricades that are shown to be left in place at the time of work completion.

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 12-3.20C(1) With:

12-3.20C1 General

If Type K temporary rail is used on the project, before placing Type K temporary railing on the job site, paint the exposed surfaces of the railing with white paint complying with the specifications for acrylic emulsion paint for exterior masonry.

Place Type K temporary railing on a firm, stable foundation. Grade the foundation to provide a uniform bearing surface throughout the entire length of the railing.

Structure excavation and backfill must comply with section 19-3 except compaction of earth fill placed behind Type K temporary railing in a curved layout is not required.

Place and maintain the abutting ends of PC concrete units in alignment without substantial offset from each other.

The drilling of holes and bonding of threaded rods or dowels must comply with the specifications for drilling and bonding dowels in section 51-1.

Install a reflector on the top or face of the rail of each rail unit placed within 10 feet of a traffic lane. Apply adhesive for mounting the reflector under the reflector manufacturer's instructions.

Install a Type P marker panel at each end of railing placed adjacent to a 2-lane, two-way highway and at the end facing traffic for railing installed adjacent to a one-way roadbed. If the railing is placed on a skew, install the marker at the end of the skew nearest the traveled way. Type P marker panels must comply with section 82 except you must furnish the marker panels.

After removing Type K temporary railing:

1. Restore the area to its previous condition or construct it to its planned condition if temporary excavation or embankment was used to accommodate the railing.
2. Remove all threaded rods or dowels to a depth of at least 1 inch below the surface of the concrete. Fill the resulting holes with mortar under section 51-1 except cure the mortar by the water method or by the curing compound method using curing compound no. 6.

If the Engineer orders a lateral move of Type K temporary railing 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 Section 12-3.22C With:

12-3.22C Construction

If crash cushion modules are used on the project, use the same type of crash cushion module for a single grouping or array.

Temporary crash cushion arrays must not encroach on the traveled way.

Secure the sand-filled modules in place before starting an activity requiring a temporary crash cushion.

Maintain sand-filled temporary crash cushions in place at each location, including times when work is not actively in progress. You may remove the crash cushions during the work shift for access to the work if the exposed fixed obstacle is 15 feet or more from the nearest lane carrying traffic. Reset the crash cushion before the end of the work shift.

Immediately repair sand-filled temporary crash cushion modules damaged due to your activities. Remove and replace any module damaged beyond repair. Repair and replacement of temporary crash cushion modules damaged by traffic are change order work.

You may place sand-filled temporary crash cushion modules on movable pallets or frames complying with the dimensions shown. The pallets or frames must provide a full-bearing base beneath the modules. Do not move the modules and supporting pallets or frames by sliding or skidding along the pavement or bridge deck.

Attach a Type R or Type P marker panel to the front of the temporary crash cushion if the closest point of the crash cushion array is within 12 feet of the traveled way. Firmly fasten the marker panel to the crash cushion with commercial quality hardware or by other authorized methods. Attach the Type R marker panel such that the top of the panel is 1 inch below the module lid. Attach the Type P marker panel such that the bottom of the panel rests upon the pallet or roadway surface if pallets are not used.

A lateral move of a temporary crash cushion module is change order work if ordered and the repositioning is not shown, unless required for staged construction.

Remove sand-filled temporary crash cushion modules, including sand, pallets or frames, and marker panels, at Contract acceptance. Do not install sand-filled temporary crash cushion modules in the permanent work.

Replace section 12-3.31C with:

12-3.31C Construction

If portable flashing beacons are used on the project, remove portable flashing beacons from the traveled way at the end of each night's work. You may store the flashing beacon at selected central locations within the highway where designated by the Engineer.

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 Section 12-3.35B(6) with:

12-3.35B(6) User Interface

If the project includes an AWIS, the system must have a user interface to control the AWIS PCMS communications. The interface must be (1) software compatible with a Windows environment or (2) a web service accessed by a web browser.

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

The user interface must, at a minimum, provide the user with a list of AWIS PCMSs in the field, location information for each AWIS PCMS, and a real-time on-board display of the message in the field. Control options must, at a minimum, provide the user the ability to change the on-board messages and flash rate.

Replace the headings and paragraphs of Section 12-4 with:

12-4 MAINTAINING TRAFFIC

12-4.01 GENERAL

12-4.01A General

Section 12-4.01 includes general specifications for maintaining traffic through construction work zones.

If local authorities regulate traffic, notify them at least 5 business days before the start of job site activities. Cooperate with the local authorities to handle traffic through the work zone and to make arrangements to keep the work zone clear of parked vehicles.

12-4.01B Materials

Not Used

12-4.01C CONSTRUCTION

Furnishing and operating pilot cars is not change order work.

12-4.01D Payment

Not Used

12-4.02 TRAFFIC CONTROL SYSTEMS

12-4.02A General

12-4.02A(1) Summary

Section 12-4.02 includes specifications for providing a traffic control system to close traffic lanes, shoulders, and roadways.

A traffic control system for a closure includes the temporary traffic control devices described as part of the traffic control system. Temporary traffic control devices must comply with section 12-3.

12-4.02A(2) Definitions

designated holidays: Designated holidays are shown as "holidays" in Section 1-1.07B.

12-4.02A(3) Submittals

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.

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 10 working 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.

12-4.02A(3)(c) Contingency Plans for Closures

Submit a contingency plan for an activity that could affect a closure if a contingency plan is specified in the special provisions or if a contingency plan is requested.

If a contingency plan is requested, submit the contingency plan within 1 business day of the request.

The contingency plan must identify the activities, equipment, processes, and materials that may cause a delay in the opening of a closure to traffic. The plan must include:

1. List of additional or alternate equipment, materials, or workers necessary to ensure continuing activities and on-time opening of closures if a problem occurs. If the additional or alternate equipment, materials, or workers are not on the job site, specify their location, the method for mobilizing these items, and the required time to complete mobilization.
2. General time-scaled logic diagram displaying the major activities and sequence of the planned activities. For each activity, identify the critical event that will activate the contingency plan.

Submit revisions to a contingency plan at least 3 business days before starting the activity requiring the contingency plan. Allow 2 business days for review.

12-4.02A(4) Quality Assurance

Reserved

12-4.02B Materials

Not Used

12-4.02C Construction

12-4.02C(1) General

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.

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 therefor.

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

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).

Public traffic shall be permitted 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.

A minimum of one paved traffic lane, not less than 11 feet wide, shall be open for use by public traffic at all times.

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress.

The Contractor's attention is directed to private driveways and access roads. The driveways and access roads shall remain accessible at all times.

The Contractor's attention is directed to the access roads adjacent to the project site. Vehicular access to the channel bank access roads shall be maintained at all times.

The Contractor may close Mendes Avenue and Kruger Avenue to public traffic for a maximum period of 5 calendar days each, 1 location at a time, to construct the valley gutter. The Contractor shall notify the Engineer 3 working days prior to the date on which he intends to close the road. The Contractor shall be required, however, to provide access to property abutting the project along the line of work at all times where such access now exists.

It is agreed by the parties to the contract that should any roads remain closed for more than the number of working days specified, damage will be sustained by the County of Fresno, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay and it is, therefore, agreed that the Contractor will pay to the County of Fresno, the sum set forth in the following paragraph per day for each and every calendar day's delay in opening any of the roads to traffic in excess of the number of days prescribed and the Contractor agrees to pay said liquidated damages wherein provided for, and further agrees that Fresno County may deduct the amount thereof from any monies due or that may become due the Contractor under the contract.

Liquidated damages of Three Thousand Two Hundred (\$3,200) also per day shall be paid to the County of Fresno by the Contractor for each calendar day's delay in opening the roads beyond the time limits specified herein, which damages are in addition to the liquidated damages for not completing the entire work as specified in Section 4 of these special provisions.

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

When work vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed as shown on standard plan T-10.

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.

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

12-4.02C(4)–12-4.02C(6) Reserved

12-4.02C(7) Traffic Control System Requirements

12-4.02C(7)(a) General

Control traffic using stationary closures.

If components of the traffic control system are displaced or cease to operate or function as specified, immediately repair them to their original condition or replace them and place them back in their original locations.

Vehicles equipped with attenuators must comply with section 12-3.23.

Each vehicle used to place, maintain, and remove components of a traffic control system on a multilane highway must have a Type II flashing arrow sign that must operate whenever the vehicle is used for placing, maintaining, or removing the components. For a stationary closure, vehicles with a Type II flashing arrow sign not involved in placing, maintaining, or removing the components must display only

the caution display mode. If a flashing arrow sign is required for a closure, activate the sign before the closure is in place.

12-4.02C(7)(b) Stationary Closures

Except for channelizing devices placed along open trenches or excavations adjacent to the traveled way, remove the components of the traffic control system for a stationary closure from the traveled way and shoulders at the end of each work period. You may store the components at authorized locations within the limits of the highway.

If a traffic lane is closed with channelizing devices for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices as shown for the lane closure.

12-4.02C(7)(c) Moving Closures

For a moving closure, use a PCMS that complies with section 12-3.32 except the sign must be truck mounted. The full operational height to the bottom of the sign may be less than 7 feet above the ground but must be as high as practicable.

If you use a flashing arrow sign in a moving closure, the sign must be truck mounted. Operate the flashing arrow sign in the caution display mode if it is being used on a 2-lane, two-way highway.

12-4.02C(8) Traffic Control System Signs

12-4.02C(8)(a) General

Traffic control system signs must comply with section 12-3.11.

12-4.02C(8)(b) Connector and Ramp Closure Signs

Inform motorists of a temporary closing of a (1) connector or a (2) freeway or expressway entrance or exit ramp using:

1. SC6-3(CA) (Ramp Closed) sign for closures of 1 day or less
2. SC6-4(CA) (Ramp Closed) sign for closures of more than 1 day

SC6-3(CA) and SC6-4(CA) signs must be stationary mounted at the locations shown and must remain in place and visible to motorists during the connector or ramp closure.

Notify the Engineer at least 2 business days before installing the sign and install the sign from 7 to 15 days before the closure.

12-4.02C(10)–12-4.02C(11) Reserved

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

If the Contractor does not provide the traffic control and it becomes necessary for the Engineer to notify the Contractor of his duties according to the Standard Specifications and these special provisions, the Contractor shall 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 the Contractor or his authorized representative by the Engineer and shall terminate when the condition is corrected. Such payment will be deducted from the Contractor's payment.

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

The provisions in this section will not relieve the Contractor from his 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.

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 12-1.03.

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 and will be made on the basis of the cost of the necessary increased or decreased traffic control. The adjustment will be made on a force account basis for increased work and estimated on the same basis in the case of decreased work.

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

12-4.03 FALSEWORK OPENINGS

Reserved

12-4.04 PEDESTRIAN FACILITIES

12-4.04A General

Section 12-4.04 includes specifications for providing temporary pedestrian facilities.

Temporary pedestrian facilities must comply with section 16-2.02.

12-4.04B Materials

Not Used

12-4.04C Construction

If pedestrian traffic is allowed to pass through work areas, provide a temporary pedestrian facility through the construction areas within the highway. Include a protective overhead covering as necessary to ensure protection from falling objects and drippings from overhead structures.

If an activity requires a closure of a walkway, provide another walkway nearby, off of the traveled way.

Where pedestrian openings through falsework are required, provide a temporary pedestrian facility with a protective overhead covering during all bridge construction activities.

12-4.04D Payment

Not Used

12-4.05 BRIDGE CLEANING AND PAINTING ACTIVITIES

12-4.05A General

Section 12-4.05 includes specifications for maintaining traffic during bridge cleaning and painting activities.

Signs must comply with section 12-3.11.

12-4.05B Materials

Not Used

12-4.05C Construction

For bridge cleaning and painting activities, place the signs shown in the following table in addition to those shown on the plans:

Sign no.	Sign description	Requirement
W20-1	Road Work Ahead	Place portable 30-by-30-inch signs at locations where traffic approaches a bridge with work underway. If the approach speed is greater than 50 mph, the sign must be 48 by 48 inches. The sign panel base material must not be plywood. Attach 2 orange, 16 sq in flags to each sign.
--	Cleaning and Painting Operations	Place a 48-by-48-inch sign near each W20-1 sign. Use 4-inch-high black lettering and include your name, address, and telephone number on an orange background.

The Engineer determines the exact locations of the signs. Do not use signs until needed. Maintain the signs in place during bridge cleaning and painting activities. Remove the signs at the end of each work shift.

After each day's bridge cleaning and painting activities, remove obstructions from the roadway to allow for free passage for traffic. Remove blast cleaning residue from the traveled way before opening the area to traffic.

You may lay supply lines along the top of curbs adjacent to railing posts if the lines do not interfere with traffic. Remove the lines when work is not in progress.

12-4.05D Payment

Not Used

12-4.06–12-4.10 RESERVED

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

13 WATER POLLUTION CONTROL

Replace 13-1.01A with:

13-1.01A Summary

Section 13-1 includes general specifications for preventing, controlling, and abating water pollution within waters of the State.

Information on forms, reports, and other documents is in the following Caltrans manuals:

1. Field Guide to Construction Site Dewatering
2. Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
3. Construction Site Best Management Practices (BMPs) Manual
4. Construction Site Monitoring Program Guidance Manual

You may view these manuals at the Stormwater and Water Pollution Control Information link at the Caltrans Division of Construction website or purchase them at the Caltrans Publication Distribution Unit.

A WPCP and a SWPPP must comply with the Caltrans Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual and must be prepared using the latest template posted on the Construction stormwater website.

Replace Section 13-1.01D92) with

13-1.01D(2) Regulatory Requirements

Comply with the discharge requirements in the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities; Order No. 2009-000 9-DWQ, CAS000002

(Construction General Permit) and any amendments thereto issued by the SWRCB. The Construction General Permit may be found at:

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

Discharges from manufacturing facilities, such as batch plants and crushing plants, must comply with the discharge requirements in the NPDES General Permit for Storm Water Discharges Associated with Industrial Activities; Order No. 2014-0057-DWQ, CAS000001 (Industrial General Permit), issued by the SWRCB. For the Industrial General Permit, go to the SWRCB website.

For a batch plant and crushing plant outside a job site or within a job site that serves one or more contracts, obtain coverage under the Industrial General Permit before operating a batch plant to manufacture concrete, HMA, or other material or a crushing plant to produce rock or aggregate.

This Project disturbs 0.81 acres of soil.

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

13-1.01D(4)(b) Qualifications

The WPC manager must:

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

Replace Section 13-3.01C(2)(b)(iv) with:

13-3.01C(2)(b)(iv) Sampling and Analysis Plan

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*.

The sampling and analysis plan must describe:

1. Sampling equipment and sample containers.
2. Preparation of samples.
3. Collection and holding times.
4. Field measurement methods.
5. Analytical methods.
6. Quality assurance and quality control.
7. Sample preservation and labeling.
8. Collection documentation, including the names of personnel collecting samples and their training.
9. Shipment of samples.
10. Chain of custody.
11. Data management and reporting.
12. Precautions from the construction site health and safety plan, including procedures for collecting samples during precipitation. List the conditions under which you are not required to collect samples, such as:
 - 12.1. Dangerous weather
 - 12.2. Flooding or electrical storms
 - 12.3. Times outside of normal working hours
13. Procedures for collecting and analyzing at least 3 samples for each day of each qualifying rain event for a risk level 2 or risk level 3 project.
14. Procedures for collecting effluent samples at all locations where the stormwater is discharged off the job site.

The sampling and analysis plan must identify the State-certified laboratory that will perform the analyses. For a list of State-certified laboratories, go to the SWRCB's website.

Submit a revised plan if discharges or sampling locations change because of changed work activities or knowledge of site conditions.

Replace Section 13-3.01C(5) with:

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 13-4.03G 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 nonstormwater 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 Section 13-5.04 with:

13-5.04 PAYMENT

The payment quantity for temporary soil stabilization bid items paid for by the area is the area measured parallel with the ground surface not including the additional quantity used for overlaps.

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

13-7.03D Payment

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 water pollution control program or in the bid item for prepare stormwater pollution prevention plan, as applicable.

14 ENVIRONMENTAL STEWARDSHIP

14-12.05-14.12.08 RESERVED

16 TEMPORARY FACILITIES

16-2.05C Sheet Pile Cofferdam

The cofferdams shall consist of sheet piles, or other approved system installed around each foundation excavation. Closure of the channel and bypass pipes shall not be permitted. . Additional components may include, walers, struts, seal course, pump system and other components as required. Be aware that there is a gas main below the foundation excavation. Submit shop drawings in accordance with section 19-3.01C(2) of the Standard Specifications. Cofferdams shall meet the requirements of sections 19-

19 EARTHWORK

Add between the 1st and 2nd paragraphs of section 19-5.03B:

Item 2 of the 1st paragraph does not apply.

Replace section 19-9.02 with:

Material for shoulder backing must be native and generated from roadway excavation. Material shall be readily compactable, shall not contain deleterious materials, shall pass 100% through a 2-inch sieve, and shall provide a stable surface and uniform appearance as determined by the engineer.

[illegible]

DIVISION V SURFACINGS AND PAVEMENTS

39 ASPHALT CONCRETE

Replace Section 39-2.01A(3)(d) with:

39-2.01A(3)(d) Test Results

For mix design, JMF verification, production start-up, and each 10,000 tons, submit AASHTO T 283 and AASHTO T 324 (Modified) test results to the Engineer.

Submit all QC test results, except AASHTO T 283 and AASHTO T 324 (Modified), within 3 business days of a request. Submit AASHTO T 283 QC tests within 15 days of sampling.

For tests performed under AASHTO T 324 (Modified), submit test data and 1 tested sample set within 5 business days of sampling.

If coarse and fine durability index tests are required, submit test results within 2 business days of testing.

If a tapered notched wedge is used, submit compaction test result values within 24 hours of testing.

Replace Section 39-2.01A(3)(f) with:

39-2.01A(3)(f) Liquid Antistrip Treatment

If liquid antistrip treatment is used, submit the following with your proposed JMF submittal:

1. One 1 pt sample
2. Infrared analysis, including copy of absorption spectra
3. Certified copy of test results
4. Certificate of compliance for each liquid antistrip shipment. On each certificate of compliance, include:
 - 4.1. Your signature and printed name
 - 4.2. Shipment number
 - 4.3. Material type
 - 4.4. Material specific gravity
 - 4.5. Refinery
 - 4.6. Consignee
 - 4.7. Destination
 - 4.8. Quantity
 - 4.9. Contact or purchase order number
 - 4.10. Shipment date
5. Proposed proportions for the liquid antistrip

For each delivery of liquid antistrip to the HMA production plant, submit a 1 pt sample to the Engineer. Submit shipping documents. Label each liquid antistrip sampling container with:

1. Liquid antistrip type
2. Application rate
3. Sample date
4. Contract number

At the end of each day's production shift, submit production data in electronic and printed media. Present data on electronic media in a tab delimited format. Use line feed carriage return with 1 separate record per line for each production data set. Allow enough fields for the specified data. Include data titles at least once per report. For each HMA mixing plant type, submit the following information in the order specified:

1. For batch plant mixing:
 - 1.1. Production date
 - 1.2. Time of batch completion
 - 1.3. Mix size and type
 - 1.4. Each ingredient's weight
 - 1.5. Asphalt binder content as a percentage of the total weight of mix
 - 1.6. Liquid antistrip content as a percentage of the asphalt binder weight
2. For continuous mixing plant:
 - 2.1. Production date
 - 2.2. Data capture time
 - 2.3. Mix size and type
 - 2.4. Flow rate of wet aggregate collected directly from the aggregate weigh belt
 - 2.5. Aggregate moisture content as a percentage of the dry aggregate weight
 - 2.6. Flow rate of asphalt binder collected from the asphalt binder meter
 - 2.7. Flow rate of liquid antistrip collected from the liquid antistrip meter
 - 2.8. Asphalt binder content as a percentage of the total weight of mix calculated from:
 - 2.8.1. Aggregate weigh belt output
 - 2.8.2. Aggregate moisture input
 - 2.8.3. Asphalt binder meter output
 - 2.9. Liquid antistrip content as a percentage of the asphalt binder weight calculated from:
 - 2.9.1. Asphalt binder meter output
 - 2.9.2. Liquid antistrip meter output

Replace Section 39-2.01A(3)(I) with:

39-2.01A(3)(I) Data Cores

Section 39-2.01A(3)(I) applies if a bid item for a data core is shown on the Bid Item List.

Submit a summary of data cores taken and a photograph of each data core to the Engineer.

For each data core, the summary must include:

1. Project identification number
2. Date cored
3. Core identification number
4. Type of materials recovered
5. Type and approximate thickness of unstabilized material not recovered
6. Total core thickness
7. Thickness of each individual material to within:
 - 7.1. 1/2 inch for recovered material
 - 7.2. 1.0 inch for unstabilized material
8. Location, including:
 - 8.1. County
 - 8.2. Route
 - 8.3. Post mile

- 8.4. Lane number
- 8.5. Lane direction
- 8.6. Station

Each data core digital photograph must include a ruler laid adjacent to the data core. Each photograph must include:

1. Core
2. Project identification number
3. Core identification number
4. Date cored
5. County
6. Route
7. Post mile
8. Lane number
9. Lane direction

Replace Section 39-2.01A(4)(f)(i) with:

39-2.01A(4)(f)(i) General

Laboratories testing aggregate and HMA qualities used to prepare the mix design and JMF must be qualified under AASHTO Materials Reference Laboratory program and the Caltrans Independent Assurance Program.

Replace Section 39-2.01A(4)(f)(ii) with:

39-2.01A(4)(f)(ii) Hot Mix Asphalt Plants

Before production, the HMA plant must have a current qualification under the Caltrans Material Plant Quality Program.

Add to section 39-2.01C(3)(f):

Tack coat must be applied between all layers of HMA, even if the layers are placed on the same day.

Add to section 39-2.01C(7):

New paving shall tie smoothly into previously resurfaced mats, existing pavement and to private drives. Place additional HMA along the pavement's edge to conform to private drives and private road connections as shown in *Project Details*.

Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

Feather down the HMA to zero thickness at the approximate rate of 20 feet per 0.08-foot thickness at all match lines across the travel lanes including the beginning and end of construction and at all intersections unless otherwise shown or described in the Project Details and as directed by the Engineer.

Replace Section 39-2.01C(15)(b) with:

39-2.01C(15)(b) Method Compaction

Use method compaction.

HMA compaction coverage is the number of passes needed to cover the paving width. A pass is 1 roller's movement parallel to the paving in either direction. Overlapping passes are part of the coverage being made and are not a subsequent coverage. Do not start a coverage until completing the prior coverage.

Method compaction must consist of performing:

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

55 STEEL STRUCTURES

Add to section 55-1.02

55-1.02B(7)(c) Steel Pedestrian Bridges

The steel pedestrian bridge shall be prefabricated and conform to the provisions of Section 55 and these special provisions.

55-1.02F Prefabricated Steel Pedestrian Bridge

55-1.02F(1) General

The Owner has determined the bridge type, dimensions and manufacturer, and the manufacturer has designed the bridge.

The manufacturer's contact information is as follows:

Daniel Niederberger
Contech Engineered Solutions LLC
5 Sierra Gate Plaza, Suite 390, Roseville, CA 956678
Office: 916-945-3625 Mobile: 916-990-7594

The price for the bridge includes delivery charges, but does not include unloading of the bridge at the site.

The estimated price for the bridge is \$31,855.00.

The lump sum price shown in the bid proposal sheet for "Prefabricated Steel Pedestrian Bridge" is the estimated price that the Contractor will pay to purchase the bridge and have it delivered to the project site, including estimated taxes. The actual price paid for this bid item will be based on the actual cost to the contractor to purchase the bridge and have it delivered, including actual taxes.

Erection of prefabricated steel pedestrian bridges must conform to Section 55-1.03 of these technical specifications.

55-1.02F(2) Submittals

The Contractor shall submit a statement from Contech Engineered Solutions LLC to the Engineer for his approval within five (5) working days from the date the notice to proceed is issued. The statement shall attest that the order for the required prefabricated steel pedestrian bridge has been received and accepted by the vendor with a statement from Contech Engineered solutions LLC that indicates the anticipated delivery date.

In the event that the Contractor fails to submit the required documents within the allotted time, the Contractor shall pay to the County of Fresno the sum of **Three Thousand Two Hundred Dollars (\$3200.00)**. For each calendar day's delay in submitting the required documents. Such payment shall be in addition to other liquidated damages as specified elsewhere in these special provisions.

55-1.02F(3) Quality Control and Assurance

The manufacturer will perform inspection of the prefabricated steel pedestrian bridge with a Certified Weld Inspector that is qualified under the AWS QC-1 program. The inspection must include as a minimum: review of shop drawings, weld procedures, welder qualifications and weld testing reports, and visual inspection of welds. A report must be prepared indicating that the above items were reviewed. The report must be signed by the CWI, signifying compliance with AWS D1.1 codes.

Perform nondestructive weld testing as follows:

1. All welds to be visually inspected.

DIVISION IX TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

Replace Section 82-1.01A with:

82-1.01A Summary

Section 82-1 includes general specifications for fabricating and installing sign panels and markers and constructing roadside signs.

Signs and markers must comply with the *California MUTCD*, *California Sign Specifications*, and the FHWA publication *Standard Highway Signs and Markings*. For the *California Sign Specifications*, go to the Caltrans Traffic Operations website.

Replace Item 1 of the 2nd paragraph of section 82-2.02A with:

1. Phrase *Property of The County of Fresno*

Add to section 82-2.02B:

Signs must be 0.080 inch thick aluminum alloy and street name signs must be 0.125 inch thick alloy faced on both sides.

Add to section 82-2.02C:

Reflective sheeting on all signs shall be 3M Diamond Grade DG3 Series 4000 or equal, and must meet ASTM Type XI specifications.

Add to section 82-2.02D:

All signs must have the 3M 1160 graffiti resistant clear overlay film or equal.

Add to section 82-3.02A:

All new roadside signs must be square post 14 gauge steel.

Add to section 82-3.02B:

All post for traffic signs must be 2"X2"X10' square by 14 gauge steel, with 7/16 inch holes punched one inch on center on all four sides for the entire length of the post.

Welded Anchor (2 1/4"X2 1/4"X30") and sleeve (2 1/2"X2 1/2"X18") shall be used as a base to anchor post in the ground. Hole size and placement must be the same as the metal post.

All mounting hardware shall be either galvanized or stainless steel. Banding shall be 3/4 inch wide stainless steel with flare leg sign brackets. Hose clamps are not permitted. All signs shall be mounted using 3/8" aluminum drive rivets. Nuts and bolts are not permitted.

Replace the last line of section 82-3.04 with:

Full compensation for furnishing sign panels is included in the bid item price per each Roadside Sign - One Post and Roadside Sign - Two Post. One or more sign panels furnished and installed on a single post will be counted as (1) one Roadside Sign - One Post. One or more sign panels furnished and installed on two posts will be counted as (1) one Roadside Sign - Two Post.

Replace Section 82-3.02D with:

82-3.02D Laminated Wood Box Posts

Furnish a laminated wood box post with an attached metal cap at the top of each post.

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

84 MARKINGS

Replace the 2nd paragraph of section 84-9.03B with:

Completely remove traffic stripes and pavement markings, including any paint in the gaps, by methods that do not remove pavement to a depth of more than 1/8 inch.

Add between the 2nd and 3rd paragraphs of section 84-9.03B:

Submit your proposed method for removing traffic stripes and pavement markings at least 7 days before starting the removal work. Allow 2 business days for the review.

Remove pavement marking such that the old message cannot be identified. Make any area removed by grinding rectangular. Water must not puddle in the ground areas. Fog seal ground areas on asphalt concrete pavement.

Add to end of Section 84-9.03B:

Apply an Emulsion to all areas from which traffic stripes or markings have been removed. Emulsion to conform to the following requirements:

1. Emulsion to be Asphalt Coatings Engineering Ace Seal, OverKote Oil-Spot Seal, or approved equal. Provide material safety data sheets.
2. Prepare and apply in accordance with the manufacturer's instructions.
3. The Emulsion may be placed in one or more applications. The Emulsion must be uniform and smooth, free of ridges or uncoated areas. If placing in multiple applications allow the last application to thoroughly dry before the subsequent application.
4. The mixture must be uniform and homogeneous after spreading and not show separation of the emulsion and aggregate after setting. Hand tools must be available in order to remove spillage. Ridges or bumps in the finished surfaces will not be permitted.

[illegible]

DIVISION X ELECTRICAL WORK

87 ELECTRICAL SYSTEMS

Replace Section 87-8 “Reserved” with the following:

87-8 Radar Speed Feedback Sign

87-8.01 General

87-8.01A Summary

Section 87-8 includes specifications for installing Radar Speed Feedback Sign.

87-8.01B Submittals

Submit the following before shipping the sign to the job site:

1. Delivery form including Contract number and contact information.
2. Manufacturer's name, contact information, and installation instructions.
3. Maintenance manuals (2 copies).
4. Factory testing documentation for the sign.
5. Operation manuals (3 copies).
6. Shop drawings showing the mechanical support sign support for the photovoltaic power system and

- support for the sign, showing all electrical connections (2 copies).
7. Warranty documentation before installation.

Submit a Certificate of Compliance from the manufacturer to certify that the radar speed sign, solar system, batteries, and controller comply with the requirements of this contract.

87-8.02 Quality Control and Assurance

87-8.02A Functional Testing

The sign must be factory tested.

Qualified representative of the sign vendor must perform the site functional testing in the presence of the Engineer before final payment is made.

Perform the following testing:

1. Set up the sign to detect approach traffic only
2. The numeric display must:
 - 2.1. Turn on instantly once a motorist is within radar range of the sign
 - 2.2. Blank out or flash once radar detects pre-set speed. The flashing rate must be proportional to higher speed.
 - 2.3. Be extremely high contrast and visible in normal weather conditions. Turn off the dimmer option experimentally if the normal display is not too bright to view at night.
3. Radar speed accuracy must be within ± 1 mph of the vehicle speed.

87-8.02B Training

Inform the Engineer at least 7 days before performing the tests. Personnel selected by the Engineer will be present on site to observe the tests and get training on the operation of the sign.

Perform sample of test similar to the ones mentioned above and provide a minimum of 2 hours of training to a maximum of 4 County employees on how to program, adjust, calibrate, troubleshoot and repair the sign.

87-8.02C Warranty

Furnish a 2 year replacement warranty from the manufacturer for Radar Speed Feedback Sign and accessories against any defects or failures. The effective date of the warranty is the date of contract acceptance.

Replacement parts must arrive within 5 business days after receipt of the failed parts. The County does not pay for replacement parts. Deliver replacement parts to the following:

Fresno County Public Works & Planning
Road Maintenance & Operations
2220 Tulare Street, 6th Floor
Fresno, CA 9372

87-8.03 Materials

87 8.03A General

Obtain the sign from the following or an approved equal:

Manufacturer	Contact
Traffic Logix Corp. 3 Harriett Lane Spring Valley, NY 10977 www.trafficlogix.com	(801) 391-8784 (844) 504-6449 Fax
K-K Systems Inc 687 Palmento Rd Tupelo, MS 38801 www.k-ksystems.com	(888) 414-3003 (662) 566-7123 Fax
Information Display Company 21676 Buttersville Road NE Aurora, OR 97002 www.informationdisplay.com Corp. Tax ID number 06-1642511	(503) 678-2861 (503) 678-2863 Fax
All Traffic Solutions www.alltrafficsolutions.com	(866) 366-6602 (814) 237-9006

87-8.03B(1) Specifications

The sign must meet the standards set forth in the California Manual on Uniform Traffic Control Devices (CAMUTCD)

The radar speed feedback sign must comply with the requirements in the following table:

Description	Requirements
Display Wind Load Rating	90 mph or Higher
Sign Mass (maximum)	45 lbs
Numerical Height	15 inches Minimum
Word Height "YOUR SPEED"	6 inches Minimum
Housing/Enclosure	0.09 inches gauge welded aluminum
Speed Accuracy	±1 mph
Hardware	Stainless and Brass
Display Type	LED (Light Emitting Diode)
Dimmer	Dim numeric display at night
Violation Alert Option	Numeric display flashing and flashing rate increase proportional to higher speed detected or blank display
Operating Temperature	From -34 to 165 degrees F
Power	15 W @ 12 V (dc)
FCC Approval	Part 15 Certified, no operating license required

The sign enclosure must have the manufacturer's name, model number, serial number, date of manufacture, identification number, rated voltage, current, power, and volt-amperes permanently marked.

Sign components including the electronic components must be easily replaceable in the field and not require special tools outside those normally found in the industry.

LEDs must be rated for 8 years operating life of the sign.

87-8.03B(2) LED Display

The speed display must consist of 2 seven segment solid-state numeric characters that are visible and legible from a distance of 750 feet.

Each numeric display segment must consist of a minimum of 16 discrete LEDs of 15 degree viewing angle. The LEDs must be individually aimed to provide even light distribution within the viewing area.

Maximum current must be adjustable to different values to suit various application requirements. Light intensity must adjust automatically to provide optimum view ability under all ambient light conditions.

The LEDs must be an ITE (Institute of Traffic Engineers) amber and have a wavelength from 590 nm to 600 nm and must be rated for 100,000 hours or more continuous illumination.

The luminance of the LED must be 650 foot-lambert or higher per California Test 606.

LEDs must have minimum luminous intensity of 2500 cd on the optical axis and maximum intensity of 100 cd at 15 degrees horizontal from the axis

LEDs for the sign must meet or exceed the 85 percent of the standard light output after 48 months of continuous use over the temperature range.

The numeric display must have extremely high contrast to provide the highest visibility and must be designed to avoid distracting the motorists away from the road, by preventing viewing from acute angles outside the motorists normal forward field of view. The numeric display must be substantially viewable only within an area of maximum included 30 degree angle from the roadside.

The numeric display must be capable of displaying the numeric read out value within 1 second after detecting the vehicle and must be blank when there are no approaching vehicle(s) within the radar range. Automatic dimming feature must be present so that the LED matrix is not blinding nor distracting to the motorists during darkness.

The display must have the options of blanking or flashing the pre-set speed limit when the detected speed is substantially higher than the pre-set speed.

The display digits must be field replaceable with the removal of four or fewer external fasteners.

The individual LEDs must be wired such that a catastrophic loss or failure of one LED will result in the loss of not more than 5 percent of each segment.

87-8.03B(3) Radar Unit

The radar unit must be set in the factory for the application required. The radar unit beam must be able to pick up to two lanes of approaching traffic. Do not configure to pick up traffic going in the opposite direction,

87-8.03B(4) Mechanical

The sign must have a reflective sheeting or equivalent background of white color.

The enclosure must be 0.09 inches thick aluminum and the outer surfaces must UV resistant.

The display window must be 0.25 inches minimum shatter resistant polycarbonate. The display window must be vandal resistant and shock absorbent by deflecting the display window and internal display together without damage. Internal electronic display and speed detection components must be resistant to damage.

Provide non-sealed, ventilated housing with tamper proof fasteners of brass and stainless steel hardware. Housing must be weather proof (NEMA 3R or better) and vandal resistant.

Internal components must be easily accessible and designed to allow efficient in-field repair without removal of the sign from the mounting pole. Show attachments and mounting configuration to Type 1-B pole in the shop drawings.

Provide 2 sets of calibration equipment required to setup and calibrate the sign.

87-8.03B(5) Power Source

Operate the sign system on 12 V(dc).

87-8.03C Photovoltaic System

87-8.03C(1) Photovoltaic Controller

The photovoltaic controller must include:

1. Constant voltage source
2. True 0 to 100 percent Pulse Width Modulation (PWM) duty cycle series charging
3. Pulse charging of the battery that allows up to 100 percent capacity
4. Set point accuracy to 12 mV
5. Reverse current protection (at night)
6. ISO 9002 manufacturing
7. Ambient temperatures from -40 to +185 degrees F
8. Parallel capability for high current ratings
9. Marine rated terminals
10. Anodized casing and green charging/ red LED indicators with LCD display

The photovoltaic controller must have:

1. Reverse polarity, short circuit, over current, high temperature, and over voltage protection.
2. Capability of constant voltage PWM battery charging and a full functional local meter display
3. European Conformity (EC) compliance
4. NEC compliance and must be UL listed
5. Charging voltage regulation accuracy of less than 0.1 percent
6. Solid state design with a Series Type 4- stage charge controller
7. Set points that are user-adjustable
8. Connections to the photovoltaic panels, batteries, and LCD display inside a NEMA Type 3R enclosure mounted on the back of the pole

87-8.03C(2) Gel Cell Batteries

Gel cell batteries must comply with the following:

1. 12V (dc)
2. Deep cycle
3. Solar rated
4. Sealed valve regulated gelled
5. Electrolyte lead acid battery
6. Lead calcium plate alloy
7. Polypropylene case material
8. Sulfuric acid thixotropic gel
9. Rated as non-spill by DOT, ICAO and IATA

Charge the batteries fully before installation.

Submit a certificate of compliance for each shipment and type of fibers.

Replace Section 90-1.01D(3) with:

90-1.01D(3) Shrinkage

If shrinkage limitations are specified, test the concrete under AASHTO T 160, modified as follows:

1. Prepare specimens that have a 4 by 4-inch cross section.
2. Remove each specimen from the mold 23 ± 1 hours after mixing the concrete and place the specimen in lime water at 73 ± 3 degrees F until 7 days age.
3. Take a comparator reading at 7 days age and record it as the initial reading.
4. Store the specimens in a humidity-controlled room maintained at 73 ± 3 degrees F and 50 ± 4 percent relative humidity for the remainder of the test.
5. Take subsequent readings at 7, 14, 21, and 28 days drying.

Perform AASHTO T 160 testing at a laboratory that is accredited to perform AASHTO T 160 or that maintains a current rating of 3 or better for the Cement and Concrete Reference Laboratory concrete proficiency sample program.

Shrinkage test data authorized by Caltrans no more than 3 years before the 1st day of the Contract is authorized for the entire Contract. The test data must be for concrete with similar proportions and using the same materials and material sources to be used on the Contract. Concrete is considered to have similar proportions if no more than 2 mix design elements are varied and the variation is within the tolerances shown in the following table:

Mix design element	Tolerance ($\pm$)
Water to cementitious material ratio	0.03
Total water content (%)	5
Coarse aggregate content (%)	10
Fine aggregate content (%)	10
SCM content (%)	5
Admixture as originally dosed ^a (%)	25

^aAdmixtures must be the same brand.

Replace the row for bridge deck concrete in the table in the 1st paragraph of section 90-1.02A with:

Bridge deck concrete	0.032

Add to section 90-1.02:

90-1.02K Polymer Fibers

Fibers must comply with ASTM D 7508. Microfibers must be from 1/2 to 2 inches long. Macrofibers must be from 1 to 2-1/2 inches long.

Replace Section 90-2.02E With:

90-2.02E Production

Sections 90-1.02F, 90-1.02G(1), 90-1.02G(2), 90-1.02G(3), and 90-1.02G(4) do not apply to minor concrete.

Store, proportion, mix, transport, and discharge the cementitious material, water, aggregate, and admixtures in compliance with recognized standards of good practice that result in thoroughly and uniformly mixed concrete suitable for the intended use. Recognized standards of good practice are outlined in various industry publications, such as those issued by ACI, AASHTO, or by Caltrans.

Use a quantity of water that produces concrete with a consistency that complies with section 90-1.02G(6). Do not add water during hauling or after arrival at the delivery point unless allowed by the Engineer.

Discharge ready-mixed concrete from the transport vehicle while the concrete is still plastic and before stiffening occurs. Take whatever action is necessary to eliminate quick stiffening, except do not add water.

Conditions contributing to quick stiffening are:

1. Elapsed time of 1.5 hours in agitating hauling equipment or 1 hour in nonagitating hauling equipment
2. More than 250 revolutions of the drum or blades after introduction of the cementitious material to the aggregates
3. Concrete temperature over 90 degrees F

The mixing time in a stationary mixer must be at least 50 seconds and no more than 5 minutes.

The minimum required revolutions at mixing speed for transit-mixed concrete must be at least that recommended by the mixer manufacturer and must be increased as needed to produce thoroughly and uniformly mixed concrete.

If you add a high-range water-reducing admixture to the concrete at the job site, the total revolutions must not exceed 300.

Replace Section 90-4.02 With:

90-4.02 MATERIALS

You may use Type III portland cement in PC concrete.

The specifications for SCM content in section 90-1.02B(3) do not apply to PC concrete.

For PC concrete, the SCM content must comply with one of the following:

1. Any combination of portland cement and SCM satisfying the following equation:

Equation 1:

$$[(25 \times UF) + (12 \times FA) + (10 \times FB) + (6 \times SL)]/TC \geq X$$

where:

UF = silica fume, metakaolin, or UFFA, including the quantity in blended cement, lb/cu yd

FA = natural pozzolan or fly ash complying with AASHTO M 295, Class F or N, with a CaO content of up to 10 percent, including the quantity in blended cement, lb/cu yd

FB = natural pozzolan or fly ash complying with AASHTO M 295, Class F or N, with a CaO content of greater than 10 percent and up to 15 percent, including the quantity in blended cement, lb/cu yd

SL = GGBFS, including the quantity in blended cement, lb/cu yd

TC = total quantity of cementitious material, lb/cu yd

X = 0.0 for innocuous aggregate, 3.0 for all other aggregate

2. 15 percent Class F fly ash with at least 48 oz of LiNO₃ solution added per 100 lb of portland cement. The CaO content of the fly ash must not exceed 15 percent.
3. Any combination of SCM and portland cement for which the expansion of cementitious material and aggregate does not exceed 0.10 percent when tested under ASTM C1567. Submit test data with each mix design. Test data authorized by Caltrans no more than 3 years before the 1st day of the Contract is authorized for the entire Contract. The test data must be for the same concrete mix and must use the same materials and material sources to be used on the Contract.

If municipally supplied potable water is used for PC concrete, the testing specified in section 90-1.02D is waived unless requested.

Portland cement based repair material must be on the Authorized Material List for precast Portland cement based repair material.

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

92 ASPHALT BINDERS

Replace 92-1.01D(2) With:

92-1.01D(2) Certification

Asphalt binder suppliers must comply with the Caltrans Certification Program for Suppliers of Asphalt. For a copy of the certification program, go to the METS website.

Replace Section 92-1.02B With

92-1.02B Performance Grade Asphalt Binders

PG asphalt binder must comply with the requirements shown in the following table:

PG Asphalt Binders

Quality characteristic	Test method	Requirement				
		PG 58-22 ^a	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash point (min, °C)	AASHTO T 48	230	230	230	230	230
Solubility ^b (min, %)	AASHTO T 44	99	99	99	99	99
Viscosity at 135 °C ^c (max, Pa•s)	AASHTO T 316	3.0	3.0	3.0	3.0	3.0
Dynamic shear Test temperature at 10 rad/s (°C) G*/sin(delta) (min, kPa) G*/sin(delta) (max, kPa)	AASHTO T 315	58 1.00 2.00	64 1.00 2.00	64 1.00 2.00	64 1.00 2.00	70 1.00 2.00
RTFO ^f test ^e mass loss (max, %)	AASHTO T 240	1.00	1.00	1.00	1.00	1.00
RTFO ^f Test Aged Binder						
Dynamic shear Test temperature at 10 rad/s (°C) G*/sin(delta) (min, kPa)	AASHTO T 315	58 2.20	64 2.20	64 2.20	64 2.20	70 2.20
Ductility at 25 °C (min, cm)	AASHTO T 51	75	75	75	75	75
PAV ^g Test temperature (°C)	AASHTO R 28	100	100	100	100	110
RTFO ^f Test and PAV ^g Aged Binder						
Dynamic shear, Test temperature at 10 rad/s (°C) G*sin(delta) (max, kPa)	AASHTO T 315	22 ^d 5000	31 ^d 5000	28 ^d 5000	22 ^d 5000	34 ^d 5000
Creep stiffness, Test temperature, °C S-value (max, MPa) M-value (min)	AASHTO T 313	-12 300 0.300	0 300 0.300	-6 300 0.300	-18 300 0.300	0 300 0.300

^aUse as asphalt rubber base stock for high mountain and high desert area.

^bThe Engineer waives solubility requirements if the supplier is an authorized material source as defined by the Caltrans *Certification Program for Suppliers of Asphalt*.

^cThe Engineer waives this specification if the supplier provides written certification the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.

^dTest the sample at 3 °C higher if it fails at the specified test temperature. G*/sin(delta) remains 5000 kPa maximum.

^eThe residue from mass change determination may be used for other tests.

^fRTFO means rolling thin film oven.

^gPAV means Pressure Aging Vessel.

PG modified asphalt binder must comply with the requirements shown in the following table:

PG Modified Asphalt Binders

Quality characteristic	Test method	Requirement		
		PG 58-34 M	PG 64-28 M	PG 76-22 M
Original Binder				
Flash point (min, °C)	AASHTO T 48	230	230	230
Solubility (min, %)	AASHTO T 44 ^a	97.5	97.5	97.5 ^b
Viscosity at 135 °C ^c (max, Pa•s)	AASHTO T 316	3.0	3.0	3.0
Dynamic shear, Test temperature at 10 rad/s (°C) G*/sin(delta) (min, kPa)	AASHTO T 315	58 1.00	64 1.00	76 1.00
RTFO ^g test ^d , Mass loss (max, %)	AASHTO T 240	1.00	1.00	1.00
RTFO ^g Test Aged Binder				
Dynamic shear, Test temperature at 10 rad/s (°C) G*/sin(delta) (min, kPa)	AASHTO T 315	58 2.20	64 2.20	76 2.20
Dynamic shear, Test temperature at 10 rad/s, °C Delta (max, degree)	AASHTO T 315	80 ^e	80 ^e	80 ^e
Elastic recovery ^f , Test temperature (°C) Recovery (min, %)	AASHTO T 301	25 75	25 75	25 65
PAV ^h , Temperature (°C)	AASHTO R 28	100	100	110
RTFO ^g Test and PAV ^h Aged Binder				
Dynamic shear, Test temperature at 10 rad/s (°C) G* sin(delta) (max, kPa)	AASHTO T 315	16 5000	22 5000	31 5000
Creep stiffness, Test temperature (°C) S-value (max, Mpa) M-value (min)	AASHTO T 313	-24 300 0.300	-18 300 0.300	-12 300 0.300

^aThe Department allows ASTM D5546 or ASTM D7553 instead of AASHTO T 44. Particles recovered from ASTM D5546 or ASTM D7553 or AASHTO T 44 must be less than 250 µm.

^bReport only for spray application.

^cThe Engineer waives the viscosity requirements if the supplier provides written certification the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.

^dThe residue from mass change determination may be used for other tests.

^eTest temperature is the temperature at which G*/sin(delta) is 2.2 kPa. A graph of log G*/sin(delta) plotted against temperature may be used to determine the test temperature when G*/sin(delta) is 2.2 kPa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G*/sin(delta) is 2.2 kPa. The graph must have at least 2 points that envelope G*/sin(delta) of 2.2 kPa, and the test temperature must not be more than 6 degree C apart. The Engineer also accepts direct measurement of delta at the temperature when G*/sin(delta) is 2.2 kPa.

^fTests without a force ductility clamp may be performed.

^gRTFO means rolling thin film oven.

^hPAV means Pressure Aging Vessel.

Do not modify PG modified asphalt binder using polyphosphoric acid.

Crumb rubber must be from automobile and truck tires and must be free from contaminants including fabric, metal, minerals, and other nonrubber substances.

PG modified asphalt binder modified with crumb rubber must be homogeneous and must not contain visible particles of crumb rubber.

The supplier of PG modified asphalt binder modified with crumb rubber must:

1. Report the quantity of crumb rubber by weight of asphalt binder
2. Certify a minimum of 10 percent of crumb rubber by weight of asphalt binder

Federal Requirements

ATTACHMENT A SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

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.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are DBE owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.) _____

a. Describe the role of the DBE firm in the joint venture.

b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of DBE ownership? ____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

.....	
Name of Firm	Name of Firm
.....	
Signature	Signature
.....	
Name	Name
.....	
Title	Title
.....	
Date	Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification 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 classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen 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 paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the

contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

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

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

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

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

Use of United States –flag vessels:

The contractor agrees –

(1) To utilize privately owned United State-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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Female and Minority Goals

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

The nationwide goal for female utilization is 6.9 percent.

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

Minority Utilization Goals		Goal (Percent)
Economic Area		
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA:	
	SMSA Counties:	
	7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	
	CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA	
	CA Santa Cruz	14.9
177	7500 Santa Rosa	
	CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA	
	CA Napa; CA Solano	17.1
	Non-SMSA Counties:	
	CA Lake; CA Mendocino; CA San Benito	23.2
178	Sacramento, CA:	
	SMSA Counties:	
	6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	
179	Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
	Stockton-Modesto, CA:	
	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus	
179	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	
179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1
179	CA Fresno	
	Non-SMSA Counties:	23.6

	CA Kings; CA Madera; CA Tulare	
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

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

Training

This section applies if a number of trainees or apprentices is specified in the special provisions.

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

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

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

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

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

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

Obtain the City/County of _____'s approval for this submitted information before you start work. The City/County of _____ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

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

Do not employ as an apprentice or trainee an employee:

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

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

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

1. It is calculated to:
 - 1.1. Meet the your equal employment opportunity responsibilities
 - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

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

The City/County of _____ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
 - 2.1. Contribute to the cost of the training
 - 2.2. Provide the instruction to the apprentice or trainee
 - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with this section.

Each apprentice or trainee must:

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

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under this section.

(To be used, when applicable, in Federal-aid projects. Required for Federal Highway Projects with 100 or more working days. Calculate number of trainees as follows:
Per LAPM, Chapter 12, Plans, Specs & Estimates

FEDERAL TRAINEES (ON-THE-JOB TRAINING)

On selected federal-aid highway construction projects, “Federal Trainee” or “On-the-Job (OJT) Training” special provisions (included in Exhibit 12-E, Attachment N) must be included in the contract provisions to establish the number of trainees for the construction contract.

The main objectives of the Federal Trainee/OJT Program are to:

- Provide training for women and minorities which will upgrade their job skills, thereby increasing their access to higher-paying trade jobs and journeyman-level positions and
- Ensure that a diverse work force will meet future labor needs in the construction industry.

Filling training positions on each project must focus on hiring women and minorities, but not exclude anyone. If a contractor cannot meet the OJT objectives, direct recruitment efforts must be documented to show an effort at OJT compliance.

The major components of an OJT program include:

- The local agency must include the required federal training special provisions in the PS&E package if the project size and duration warrant an OJT program.
- The local agency should select contracts that contribute to the “Contract Training Goals.” These contracts must show the number of trainees, number of trainees upgraded to journeyman and level of skills.
- The local agency must review the training programs proposed by contractors. Approval or rejection is based on the legitimacy of the job-skill classifications proposed and the number of training hours specified.
- Caltrans must determine if statewide OJT is effective.
- The Contractor is responsible for recruitment and selection of trainees.
- The Contractor must evaluate training based on an approved training program.
- The contractor shall report the number of trainees and jobs using Form PR1391 “Federal-aid Highway Construction Contractors EEO Report” to the local agency. The local agency shall forward Form PR1391 to the Caltrans District Labor Compliance Officer (see Exhibit 16-O of this manual).
- OJT provision costs are reimbursed by the FHWA in accordance with the Federal Requirement Training Special Provisions” included in selected contracts. Required trainees/apprentices are to be funded on the bidding schedule or by change order at \$0.80/hour; or the training program can be a bid item with the same reimbursement ratio as the construction project. OJT support services include recruiting, counseling, remedial training, and OJT program administration by others.
- If the Contractor does not show a good faith effort to provide acceptable training to the trainees specified, a sanction may be applied. Sanctions may include withholding progress payments if effective on-the-job training is not provided.

In California, federal “trainees” are considered registered apprentices. There are relatively few crafts in highway work, which utilize apprentices—bricklayers, carpenters, cement masons, electricians, equipment operators, ironworkers, pile bucks, and a few others. There are no apprentice teamsters or laborers. The ratio of journeymen to apprentices is generally 5 to 1.

THIS PAGE INTENTIONALLY LEFT BLANK

Bidder's List of Subcontractors (DBE and NON-DBE)

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE)

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

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

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

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

THIS PAGE INTENTIONALLY LEFT BLANK

Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

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

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

[illegible]

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. Date

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

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

MONTHLY DBE TRUCKING VERIFICATION

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION

MONTHLY DBE TRUCKING VERIFICATION

CP-CEM-2404(F) (NEW 12/99)

CONTRACT NO.			MONTH				YEAR	
Truck Owner	DBE Cert. No.	Company Name and Address	Truck No.	California Hwy. Patrol CA No.	Commission Or Amount Paid*	Date Paid	Lease Arrangement (√ if applicable)	
					\$		Lease Agreement with Non-DBE with DBE ☐	
					\$		Lease Agreement with Non-DBE with DBE ☐	
					\$		Lease Agreement with Non-DBE with DBE ☐	
					\$		Lease Agreement with Non-DBE with DBE ☐	
					\$		Lease Agreement with Non-DBE with DBE ☐	
					\$		Lease Agreement with Non-DBE with DBE ☐	
					\$		Lease Agreement with Non-DBE with DBE ☐	
					\$		Lease Agreement with Non-DBE with DBE ☐	
TOTAL AMOUNT PAID					\$			
PRIME CONTRACTOR			BUSINESS ADDRESS				BUSINESS PHONE NO.	
<i>* Upon request all Lease Agreements shall be made available, in accordance with the Special Provisions.</i>								
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT								
CONTRACTOR REPRESENTATIVE'S SIGNATURE			TITLE				DATE	

CEM-2404F (NEW 12/99)

COPY DISTRIBUTION: ORIGINAL - RESIDENT ENGINEER

Form CP-CEM 2404 (F)(NEW 12/99)
MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of nonDBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to nonDBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

REQUEST NUMBER		
CONTRACTOR NAME	COUNTY	ROUTE
BUSINESS ADDRESS	CONTRACT NUMBER	
CITY AND STATE	ZIP CODE	FEDERAL-AID PROJECT NUMBER. (from special provisions)

SUBCONTRACTORS (Name, Business Address, Phone)	BID ITEM NUMBER(S)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF: (See Categories Below)			DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT
			1	2	3		

Categories:	1 Specialty	2 Listed Under Fair Practices Act	3 Certified DBE/UDBE/DVBE

I certify that:

- The *Standard Specifications* for labor set forth in the contract apply to the subcontracted work.
- If applicable, (federal-aid projects only) Section 14 (federal requirements) of the special provisions has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract. Written contracts have been executed for the subcontracted work noted above.

CONTRACTOR'S SIGNATURE	DATE

This section is to be completed by the resident engineer.

1. Total of bid items	\$	
2. Specialty items previously approved (if applicable, see Note in the instructions)	\$	
3. Specialty items this request (if applicable, see Note in the instructions)	\$	
4. Total (lines 2 + 3)	\$	
5. Contractor must perform with own forces (lines 1 minus 4) x %	\$	
6. Bid items previously subcontracted	\$	
7. Bid items subcontracted (this request)	\$	
8. Total (lines 6 + 7)	\$	
9. Balance of work contractor to perform (line 1 minus 8)	\$	

APPROVED	
RESIDENT ENGINEER'S SIGNATURE	DATE

COPY DISTRIBUTION:	Original - Contractor	Copy - Resident Engineer	Copy - District Construction Office	Copy - OBEO - smallbusinessadvocate@dot.ca.gov or FAX to (916) 324-1949

SUBCONTRACTING REQUEST

CEM-1201 (REV. 5/2012)

Page 2 of 2

INSTRUCTIONS

All first-tier subcontractors must be included on a subcontracting request.

Before subcontracting work starts, the contractor will submit an original CEM-1201 according to the *Standard Specifications*. After approval, the RE returns the original to the contractor and complete the remaining distribution as listed on the bottom of the form.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

In August 2008, the *Standard Specifications* were amended to eliminate specialty items. Enter Zeros or applicable amounts for specialty items should be entered in lines 2 and 3 of this form, depending on whether the contract includes the amendment.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF SUBCONTRACTORS AND UDBE, DVBE OR SMALL BUSINESS ENTITIE

General Decision Number: CA170029 08/11/2017 CA29

Superseded General Decision Number: CA20160029

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/20/2017
2	01/27/2017
3	02/17/2017
4	02/24/2017
5	03/03/2017
6	03/10/2017
7	03/31/2017
8	04/14/2017
9	04/21/2017
10	05/05/2017
11	05/12/2017
12	05/26/2017
13	06/02/2017
14	06/16/2017
15	06/30/2017
16	07/07/2017
17	07/14/2017
18	08/04/2017
19	08/11/2017

ASBE0016-004 01/01/2017

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED,

MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS &
TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, 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.....	\$ 28.20	8.95
Area 2.....	\$ 32.98	8.95

ASBE0016-008 01/01/2017

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN
FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA,
MERCED, SAN JOAQUIN, STANISLAU, & 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.....	\$ 62.36	22.98
Area 2.....	\$ 46.96	23.10

BOIL0549-001 10/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA
CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 43.28	37.91
Area 2.....	\$ 39.68	35.71

BRCA0003-001 02/01/2017

	Rates	Fringes

MARBLE FINISHER.....	\$ 31.17	14.99

BRCA0003-003 02/01/2017

	Rates	Fringes
MARBLE MASON.....	\$ 41.77	26.76

BRCA0003-005 05/01/2017

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 38.45	21.22
(7) San Francisco, San Mateo.....	\$ 42.34	25.83
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 44.16	21.71
(9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 39.66	20.76
(16) Monterey, Santa Cruz...	\$ 39.51	23.49

BRCA0003-008 07/01/2016

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 34.43	16.58
TERRAZZO WORKER/SETTER.....	\$ 42.41	26.31

BRCA0003-011 04/21/2017

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.....	\$ 27.48	15.45
Area 2.....	\$ 25.60	14.90
Area 3.....	\$ 24.42	14.53
Tile Layer		
Area 1.....	\$ 45.80	17.54
Area 2.....	\$ 42.67	17.46
Area 3.....	\$ 35.31	16.83

CARP0022-001 07/01/2017

San Francisco County

	Rates	Fringes
Carpenters		

Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	30.30

CARP0034-001 07/01/2017

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 45.65	31.91
Diver standby.....	\$ 50.61	31.91
Diver Tender.....	\$ 49.82	31.91
Diver wet.....	\$ 95.17	31.91
Manifold Operator (mixed gas).....	\$ 54.82	31.91
Manifold Operator (Standby).\$	49.82	31.91

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

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 07/01/2016

	Rates	Fringes
Piledriver.....	\$ 44.65	31.40

CARP0035-007 07/01/2017

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 I.....	\$ 25.61	20.42
Installer II.....	\$ 22.18	20.42
Lead Installer.....	\$ 29.06	20.92
Master Installer.....	\$ 33.28	20.92
Area 2		
Installer I.....	\$ 22.96	20.42
Installer II.....	\$ 20.01	20.42
Lead Installer.....	\$ 25.93	20.92
Master Installer.....	\$ 29.56	20.92
Area 3		
Installer I.....	\$ 22.01	20.42
Installer II.....	\$ 19.24	20.42
Lead Installer.....	\$ 24.81	20.92
Master Installer.....	\$ 31.13	20.13

CARP0035-008 08/01/2017

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.....	\$ 46.40	29.15
Area 2.....	\$ 40.52	29.15
Area 3.....	\$ 39.02	28.64
Area 4.....	\$ 39.67	29.15
Drywall Stocker/Scrapper		
Area 1.....	\$ 23.20	16.88
Area 2.....	\$ 20.26	16.88
Area 3.....	\$ 19.51	16.57
Area 4.....	\$ 19.84	16.88

CARP0152-001 07/01/2017

Contra Costa County

	Rates	Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	28.71

CARP0152-002 07/01/2017

San Joaquin County

Rates	Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.67	28.71
Journeyman Carpenter.....	\$ 40.52	28.71
Millwright.....	\$ 43.02	30.30

CARP0152-004 07/01/2017

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

Rates	Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 39.32	28.71
Journeyman Carpenter.....	\$ 39.17	28.71
Millwright.....	\$ 41.67	30.30

CARP0217-001 07/01/2017

San Mateo County

Rates	Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71

Millwright.....	\$ 46.50	30.30

CARP0405-001 07/01/2017

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	30.30

CARP0405-002 07/01/2017

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 40.58	28.71
Journeyman Carpenter.....	\$ 40.52	28.71
Millwright.....	\$ 43.02	30.30

CARP0505-001 07/01/2017

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 40.67	28.71
Journeyman Carpenter.....	\$ 40.52	28.71
Millwright.....	\$ 43.02	30.30

CARP0605-001 07/01/2017

Monterey County

	Rates	Fringes
Carpenters		

Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.67	28.71
Journeyman Carpenter.....	\$ 40.52	28.71
Millwright.....	\$ 43.02	30.30

CARP0701-001 07/01/2017

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 39.32	28.71
Journeyman Carpenter.....	\$ 39.17	28.71
Millwright.....	\$ 41.67	30.30

CARP0713-001 07/01/2017

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	30.30

CARP1109-001 07/01/2017

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 39.32	28.71
Journeyman Carpenter.....	\$ 39.17	28.71
Millwright.....	\$ 41.67	30.30

ELEC0006-004 12/01/2016

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.57	3%+18.05
Technician.....	\$ 40.50	3%+18.05

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2017

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 66.00	3%+43.40

ELEC0100-002 03/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.50	21.65

ELEC0100-005 12/01/2016

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 30.64	3%+17.86
Technician.....	\$ 34.89	3%+17.86

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/25/2016

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 44.65	24.44
Zone B.....	\$ 49.12	24.57

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2016

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	18.60
Technician.....	\$ 37.94	16.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2017

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 54.92	26.75
ELECTRICIAN.....	\$ 48.51	26.56

ELEC0302-003 12/01/2016

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	18.05
Technician.....	\$ 39.93	18.20

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 05/29/2017

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 69.60	34.318
ELECTRICIAN.....	\$ 60.52	34.046

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.

ELEC0332-003 12/01/2016

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	18.602
Technician.....	\$ 39.93	18.748

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other

data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2017

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 59.91	3%+34.10
ELECTRICIAN.....	\$ 53.25	3%+34.10

ELEC0595-002 06/01/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 41.40	3%+28.83
ELECTRICIAN		
(1) Tunnel work.....	\$ 38.86	3%+28.83
(2) All other work.....	\$ 36.00	3%+28.83

* ELEC0595-006 12/01/2016

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	3%+17.86
Technician.....	\$ 39.93	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

* ELEC0595-008 12/01/2016

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 30.64	3%+17.86
Technician.....	\$ 34.89	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2017

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 57.00	33.59

ELEC0617-003 12/01/2016

SAN MATEO COUNTY

	Rates	Fringes

Sound & Communications

Installer.....	\$ 35.07	18.86
Technician.....	\$ 39.93	18.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2017

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	3%+20.73

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2016

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 30.64	3%+17.86
Technician.....	\$ 34.89	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75'

above the lowest floor level having building access);
excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2017

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 55.49		3%+17.65
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 44.32		3%+17.65
(3) Groundman.....\$ 33.89		3%+17.65
(4) Powderman.....\$ 49.55		3%+17.65

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

ELEV0008-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 63.44		31.585

FOOTNOTE:

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.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2017

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....\$ 44.77		31.25
(2) Dredge Dozer; Heavy duty repairman.....\$ 39.81		31.25
(3) Booster Pump		

Operator; Deck		
Engineer; Deck mate;		
Dredge Tender; Winch		
Operator.....\$ 38.69	31.25	
(4) Bargeman; Deckhand;		
Fireman; Leveehand; Oiler..\$ 35.39	31.25	
AREA 2:		
(1) Leverman.....\$ 46.77	31.25	
(2) Dredge Dozer; Heavy		
duty repairman.....\$ 41.81	31.25	
(3) Booster Pump		
Operator; Deck		
Engineer; Deck mate;		
Dredge Tender; Winch		
Operator.....\$ 40.69	31.25	
(4) Bargeman; Deckhand;		
Fireman; Leveehand; Oiler..\$ 37.39	31.25	

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: 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: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-018 06/26/2017

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1

RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 44.67	30.39
GROUP 2.....	\$ 43.14	30.39
GROUP 3.....	\$ 41.66	30.39
GROUP 4.....	\$ 40.28	30.39
GROUP 5.....	\$ 39.01	30.39
GROUP 6.....	\$ 37.69	30.39
GROUP 7.....	\$ 36.55	30.39
GROUP 8.....	\$ 35.41	30.39
GROUP 8-A.....	\$ 33.20	30.39
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck crane oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 45.89	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Lifting devices.....	\$ 44.07	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Lifting devices.....	\$ 42.39	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Lifting devices.....	\$ 40.62	30.39
GROUP 5		
Lifting devices.....	\$ 39.32	30.39
GROUP 6		
Lifting devices.....	\$ 37.98	30.39
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 46.30	30.39

Oiler.....	\$ 36.63	30.39
Truck Crane Oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39
GROUP 5		
Cranes.....	\$ 35.13	30.39
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 40.77	30.39
GROUP 1-A.....	\$ 43.24	30.39
GROUP 2.....	\$ 39.51	30.39
GROUP 3.....	\$ 38.18	30.39
GROUP 4.....	\$ 37.04	30.39
GROUP 5.....	\$ 35.90	30.39
UNDERGROUND:		
GROUP 1.....	\$ 40.67	30.39
GROUP 1-A.....	\$ 43.14	30.39
GROUP 2.....	\$ 39.41	30.39
GROUP 3.....	\$ 38.08	30.39
GROUP 4.....	\$ 36.94	30.39
GROUP 5.....	\$ 35.80	30.39

FOOTNOTE: Work suspended by ropes or cables, or work on a
Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work);
Hydraulic excavator, 7 cu. yds. and over; Power shovels,
over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu.
yds. up to 7 cu. yds.; Licensed construction work boat
operator, on site; Power blade operator (finish); Power
shovels, over 1 cu. yd. up to and including 7 cu. yds.
m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination
backhoe and loader over 3/4 cu. yds.; Continuous flight tie
back machine assistant to engineer or mechanic; Crane
mounted continuous flight tie back machine, tonnage to
apply; Crane mounted drill attachment, tonnage to apply;
Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2
cu. yds.; Loader 4 cu. yds. and over; Long reach excavator;
Multiple engine scraper (when used as push pull); Power
shovels, up to and including 1 cu. yd.; Pre-stress wire
wrapping machine; Side boom cat, 572 or larger; Track
loader 4 cu. yds. and over; Wheel excavator (up to and

including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cargy 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 signaller; 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

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating

telescopic boom type lifting device, Manitex or similar
(boom truck) over 15 tons; Truck-mounted rotating
telescopic boom type lifting device, Manitex or similar
(boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons;
Clamshell over 7 cu. yds.; Self-propelled boom-type lifting
device over 100 tons; Truck crane or crawler, land or barge
mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and
including 100 tons; Clamshell up to and including 7 cu.
yds.; Self-propelled boom-type lifting device over 45 tons;
Truck crane or crawler, land or barge mounted, over 45 tons
up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-
propelled boom-type lifting device 45 tons and under;
Skid/scow piledriver, any tonnage; Truck crane or crawler,
land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer;
Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-
propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100
tons; Self-propelled boom-type lifting device over 45 tons
to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type
lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty
repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson;

Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

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

ENGI0003-019 07/26/2017

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 34.05	28.73
AREA 2.....	\$ 36.05	28.73
GROUP 2		
AREA 1.....	\$ 30.45	28.73
AREA 2.....	\$ 32.45	28.73
GROUP 3		
AREA 1.....	\$ 25.84	28.73
AREA 2.....	\$ 27.84	28.73

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

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

LAB00067-002 06/27/2016

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 20.66	10.02
LABORER (Lead Removal)		
Area A.....	\$ 30.00	21.34
Area B.....	\$ 29.00	21.34

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.

LAB00067-006 06/30/2014

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 29.09	18.66
GROUP 1.....	\$ 28.39	18.66
GROUP 1-a.....	\$ 28.61	18.66
GROUP 1-c.....	\$ 28.44	18.66
GROUP 1-e.....	\$ 28.94	18.66
GROUP 1-f.....	\$ 28.97	18.66
GROUP 1-g (Contra Costa County).....	\$ 28.59	18.66
GROUP 2.....	\$ 28.24	18.66
GROUP 3.....	\$ 28.14	18.66
GROUP 4.....	\$ 21.83	18.66
See groups 1-b and 1-d under laborer classifications.		
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 28.09	18.66
GROUP 1.....	\$ 27.39	18.66
GROUP 1-a.....	\$ 27.61	18.66
GROUP 1-c.....	\$ 27.44	18.66
GROUP 1-e.....	\$ 27.94	18.66
GROUP 1-f.....	\$ 27.97	18.66
GROUP 2.....	\$ 27.24	18.66
GROUP 3.....	\$ 27.14	18.66
GROUP 4.....	\$ 20.83	18.66
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66
Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66
Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 28.39	18.66
GROUP 2.....	\$ 28.24	18.66
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 28.14	18.66
(2) Establishment Warranty Period.....	\$ 21.83	18.66

Landscape Laborer (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....\$ 27.14	18.66
(2) Establishment Warranty Period.....\$ 20.83	18.66

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; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic

tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00073-002 06/30/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$	27.14	19.03

Traffic Control Person I....\$ 27.44	19.03
Traffic Control Person II...\$ 24.94	19.03

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.

LAB00073-003 06/30/2014

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....\$ 31.11		17.34

LAB00073-005 06/30/2014

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$ 34.60		19.49
GROUP 2.....\$ 34.37		19.49
GROUP 3.....\$ 34.12		19.49
GROUP 4.....\$ 33.67		19.49
GROUP 5.....\$ 33.13		19.49
Shotcrete Specialist.....\$ 35.12		19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender.....	\$ 25.91	14.65

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.

LAB00166-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 26.93	16.50

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LAB00261-003 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II...	\$ 25.94	19.03

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.

LAB00261-005 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00270-003 06/30/2014

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.....	\$ 28.14	19.03
Area B.....	\$ 27.14	19.03
Traffic Control Person I		
Area A.....	\$ 28.44	19.03
Area B.....	\$ 27.44	19.03
Traffic Control Person II		
Area A.....	\$ 25.94	19.03
Area B.....	\$ 24.94	19.03

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.

LAB00270-004 06/30/2014

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00270-005 07/01/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.70	16.53

LAB00294-001 06/30/2014

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 31.11	17.34

LAB00294-002 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..\$ 27.14	19.03
Traffic Control Person I....\$ 27.44	19.03
Traffic Control Person II...\$ 24.94	19.03

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.

LAB00294-005 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$ 34.60		19.49
GROUP 2.....\$ 34.37		19.49
GROUP 3.....\$ 34.12		19.49
GROUP 4.....\$ 33.67		19.49
GROUP 5.....\$ 33.13		19.49
Shotcrete Specialist.....\$ 35.12		19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00304-002 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II...	\$ 25.94	19.03

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.

LAB00304-003 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-002 06/30/2014

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II...	\$ 25.94	19.03

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.

LAB00324-006 06/30/2014

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB01130-002 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$ 27.14		19.03
Traffic Control Person I....\$ 27.44		19.03
Traffic Control Person II...\$ 24.94		19.03

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.

LAB01130-003 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$ 34.60		19.49
GROUP 2.....\$ 34.37		19.49
GROUP 3.....\$ 34.12		19.49
GROUP 4.....\$ 33.67		19.49
GROUP 5.....\$ 33.13		19.49
Shotcrete Specialist.....\$ 35.12		19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB01130-005 06/30/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.11	17.34

LAB01414-004 08/02/2017		

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 35.05	18.29
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB01414-007 08/02/2017		

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 35.05	18.29
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB01414-008 08/02/2017		

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 35.05	18.29
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB01414-010 08/03/2016		

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLASTER TENDER		
4 Stories and under.....	\$ 32.15	19.28
5 Stories and above.....	\$ 34.15	19.28
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB01414-011 08/02/2017		

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 35.05	18.29

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-001 01/01/2017

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 38.87	22.83

PREMIUMS:

EXOTIC MATERIALS - \$0.75 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

PAIN0016-003 01/01/2017

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.....	\$ 44.16	25.64
AREA 2.....	\$ 40.03	24.29

PAIN0016-012 01/01/2017

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 47.39	24.64

PAIN0016-015 01/01/2017

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes

PAINTER
 Brush.....\$ 32.16 18.26

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

 PAIN0016-022 01/01/2017

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 42.49	22.83

 PAIN0169-001 01/01/2017

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 34.93	24.03

 PAIN0169-005 01/01/2017

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 45.13	26.79

 PAIN0294-004 07/01/2017

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 27.94	17.45
Drywall Finisher/Taper.....	\$ 33.99	21.56

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.

 PAIN0294-005 01/01/2017

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.49	19.23

PAIN0767-001 01/01/2017		

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 34.57	25.96

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 01/01/2017

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.41	16.31
GROUP 2.....	\$ 29.25	16.31
GROUP 3.....	\$ 29.59	16.31

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2017

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.93	20.39

* PLAS0066-002 07/01/2017		

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 40.51	27.13

 PLAS0300-001 07/01/2014

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 29.44	22.26
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 31.59	22.26
AREA 295: Calaveras & San Joaquin Counties.....	\$ 31.41	22.26
AREA 337: Monterey County..	\$ 30.52	22.26
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 31.41	22.26

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.20	19.71

PLUM0038-001 07/01/2016

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 68.00	45.09

PLUM0038-005 07/01/2016

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 57.80	33.46

PLUM0062-001 01/01/2017

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 41.90	29.59

PLUM0159-001 07/01/2017

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 56.92	35.94
(2) All other work.....	\$ 55.92	34.44

PLUM0246-001 01/01/2017

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 38.40	29.39

PLUM0246-004 01/01/2017		

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapiering 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

PLUM0342-001 07/01/2017

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 58.10	42.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 58.10	42.45

PLUM0355-004 07/01/2015		

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.....	\$ 28.60	10.05

PLUM0393-001 07/01/2017		

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 60.91	39.58

PLUM0442-001 01/01/2017		

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 40.00	28.39

PLUM0467-001 07/01/2017		

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 62.70	34.21

ROOF0027-002 01/01/2017		

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 26.01	14.21

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

* ROOF0040-002 08/01/2017

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 37.88	18.22

ROOF0081-001 08/01/2016		

ALAMEDA AND CONTRA COSTA COUNTIES:

Rates	Fringes

Roofer.....	\$ 36.87	16.14

 ROOF0081-004 08/01/2015

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND
 TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 32.71	14.65

 ROOF0095-002 08/01/2017

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 41.56	17.47
Kettle person (2 kettles);		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 42.36	16.42

 SFCA0483-001 01/01/2017

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
 COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 58.72	28.07

 SFCA0669-011 04/01/2017

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
 SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
 COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 37.20	15.84

 SHEE0104-001 07/03/2017

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.....	\$ 50.29	35.93
All Other Work.....	\$ 57.09	37.74
AREA 2.....	\$ 45.82	31.99
AREA 3.....	\$ 48.13	29.61

SHEE0104-003 07/01/2017

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 39.74	31.50

SHEE0104-005 07/01/2017

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 37.67	34.10

SHEE0104-007 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 37.49	34.45

SHEE0104-015 07/01/2016

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).....	\$ 35.64	31.49

SHEE0104-018 07/01/2016

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN
JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 35.64	31.49

TEAM0094-001 07/01/2017

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 30.72	27.47
GROUP 2.....	\$ 31.02	27.47

GROUP 3.....	\$ 31.32	27.47
GROUP 4.....	\$ 31.67	27.47
GROUP 5.....	\$ 32.02	27.47

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

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 www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: _____ Date: _____

Job Title: _____

(2) Company/Agency Name and Address:

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

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

(5) Authorized Signature

Signature: _____ Date: _____

SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS

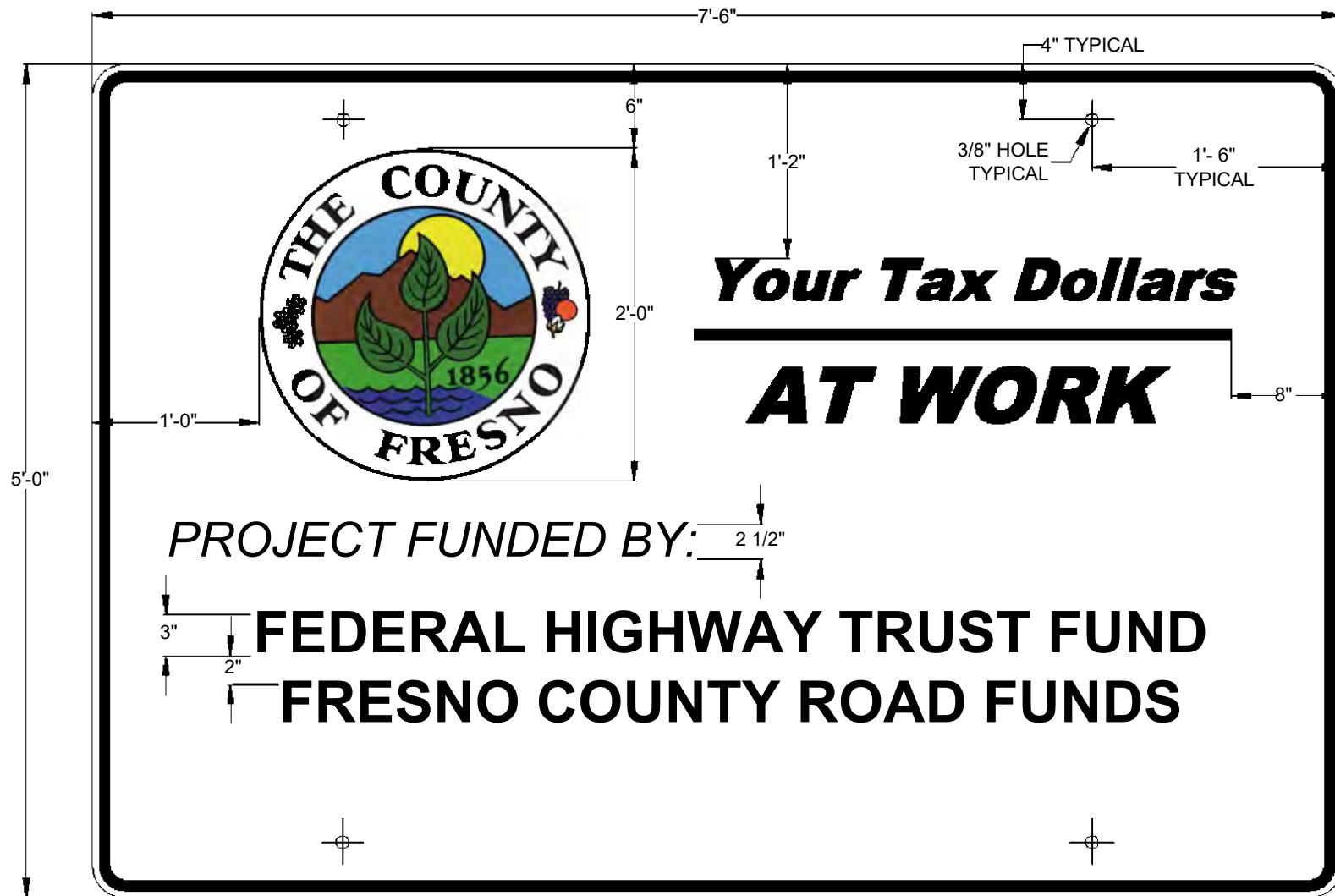
In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing the disclosure form.

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Project Details



SEE DRAWING NO. 02 FOR OTHER DETAILS

CONTRACT No. 17-10-C

		DATE:				DEPARTMENT OF PUBLIC WORKS AND PLANNING	
DESIGNED:	G. BATH	02/06/2017	SCALE	NONE		CONSTRUCTION PROJECT FUNDING SIGN RIVERDALE PEDESTRIAN IMPROVEMENTS VARIOUS LOCATIONS IN RIVERDALE	
DRAWN:	G. BATH	02/06/2017	DRAWING NO.	01			
CHECKED:	J. GARCIA	03/14/2017					



STANDARD FRESNO COUNTY SEAL



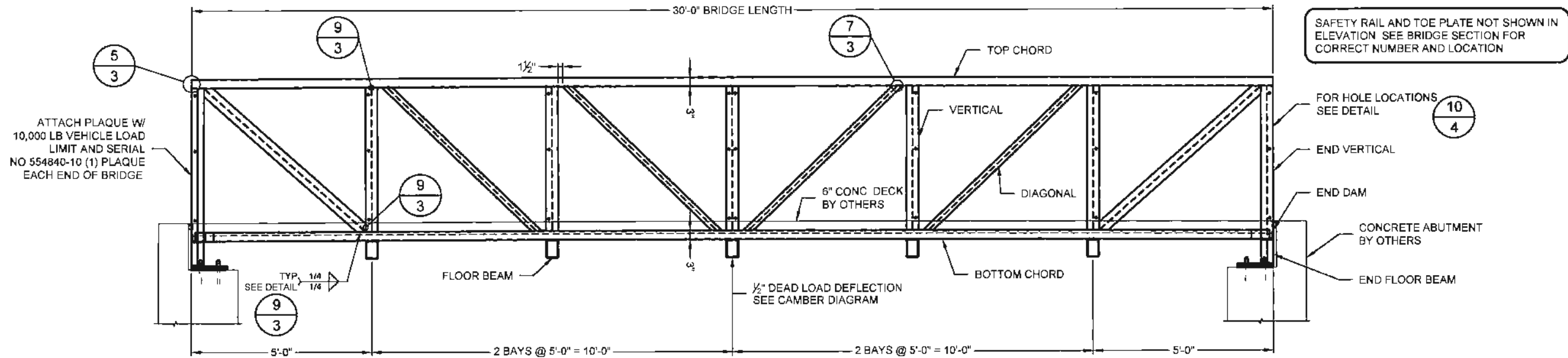
NOTES

1. THE SIGN LEGEND SHALL BE BLACK ON A WHITE BACKGROUND (NON-REFLECTIVE)
2. THE SIGN BORDER SHALL BE BLUE (NON-REFLECTIVE)
3. PROJECT FUNDING SIGNS SHALL CONFORM TO SECTION 82 OF THE 2015 CALTRANS STANDARD SPECIFICATIONS
4. THE DEPARTMENT'S DESIGN DIVISION WILL PROVIDE AN ADHESIVE BACKED COPY OF THE COUNTY SEAL TO BE LOCATED AS SHOWN ON DRAWING NO. 01

CONTRACT No. 17-10-C

		DATE:	SCALE NONE	DRAWING NO. 02		DEPARTMENT OF PUBLIC WORKS AND PLANNING
DESIGNED:	G. BATH	02/06/2017				FUNDING SIGN DETAIL
DRAWN:	G. BATH	02/06/2017				RIVERDALE PEDESTRIAN IMPROVEMENTS
CHECKED:	J. GARCIA	03/14/2017				VARIOUS LOCATIONS IN RIVERDALE

V:\AD CONTECH\CH-01\CONTECH\PROJECT\ACTIVITIES\800\554840-10-CONTINENTAL PEDESTRIAN BRIDGE\DRAWINGS\FABRICATION\554840-10.DWG 5/19/2017 3:38 PM



GENERAL NOTES

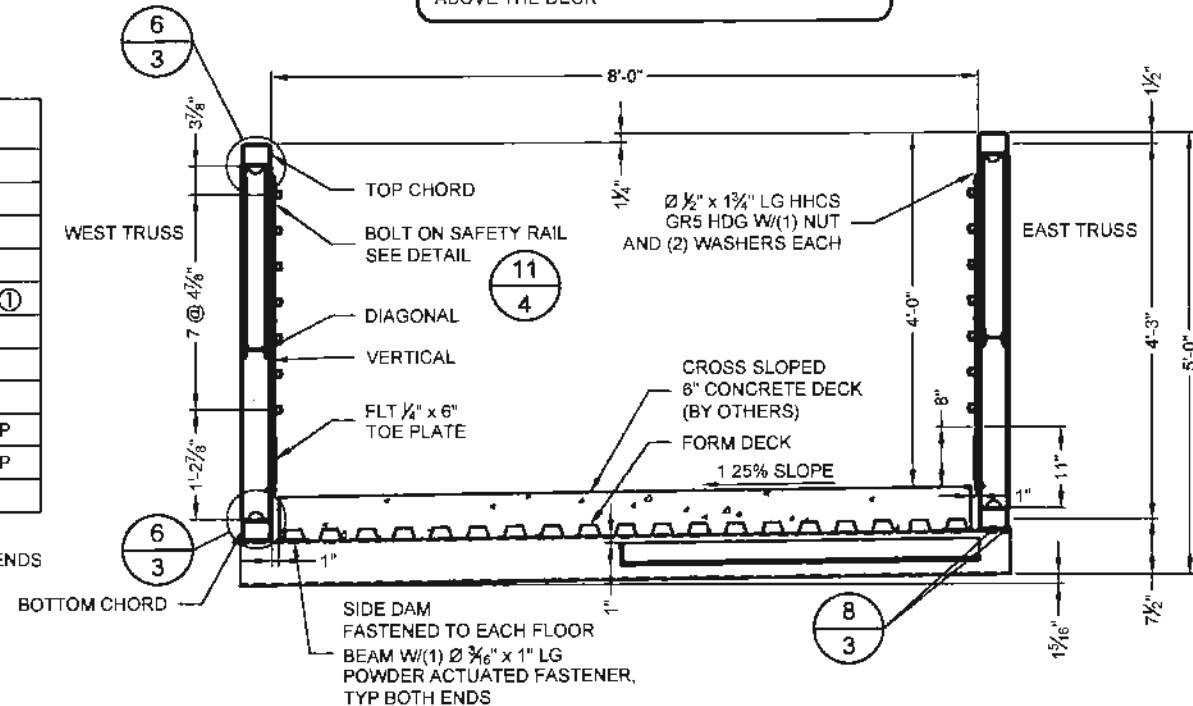
- DESIGN PROCEDURE IS IN ACCORDANCE WITH "LRFD BRIDGE DESIGN SPECIFICATIONS" 7TH EDITION (2014) & "GUIDE SPECIFICATIONS FOR DESIGN OF PEDESTRIAN BRIDGES" BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) 2009
- ALL MATERIAL FABRICATED FROM HIGH STRENGTH STEEL, ASTM A500 GRADE C STRUCTURAL TUBING (Fy=50,000 PSI), ASTM A588, OR ASTM A709-50 (Fy=50,000 PSI), OR A36 (Fy=36,000 PSI) STRUCTURAL STEEL SHAPES AND PLATES. ALL STRUCTURAL MATERIAL TO BE Fy=50,000 PSI
- CONCRETE DECK: GALVANIZED FORM DECK SUPPLIED BY CONTECH. CONCRETE, REINFORCING AND EXPANSION MATERIAL SUPPLIED BY OTHERS. SEE CONCRETE DECK SHEET
- THE GAS METAL ARC WELDING PROCESS OR FLUX CORED ARC WELDING PROCESS WILL BE USED WELDING TO BE IN ACCORDANCE WITH AWS D1.1.
- ALL TOP AND BOTTOM CHORD SHOP SPLICES TO BE COMPLETE PENETRATION TYPE WELDS. WELD BETWEEN TOP CHORD AND END VERTICAL SHALL BE COMPLETE PENETRATION TYPE WELDS ON BOTH SIDES WITH A PARTIAL PENETRATION GROOVE WELD ON THE TOP SIDE AND A FILLET WELD ON THE BOTTOM SIDE
- UNLESS OTHERWISE NOTED, WELDED CONNECTIONS SHALL BE FILLET WELDS (OR HAVE THE EFFECTIVE THROAT OF A FILLET WELD) OF A SIZE EQUAL TO THE THICKNESS OF THE LIGHTEST GAGE MEMBER IN THE CONNECTION. WELDS SHALL BE APPLIED AS FOLLOWS:
 - BOTH ENDS OF VERTICALS, DIAGONALS, AND FLOOR BEAMS SHALL BE WELDED ALL AROUND
 - BRACE DIAGONALS WILL BE WELDED ALL AROUND
 - MISCELLANEOUS NON-STRUCTURAL MEMBERS (DEFINED AS MEMBERS WITH CONNECTION WELDS NOT SPECIFICALLY DETAILED) WILL BE SEAL WELDED TO THEIR SUPPORTING MEMBERS, BUTT WELDED AT SHOP SPlice LOCATIONS, AND ARE TO BE EXEMPT FROM THE REQUIREMENTS OF AWS D1.1
- BRIDGE DESIGN WAS ONLY BASED ON COMBINATIONS OF THE FOLLOWING LOADS WHICH WILL PRODUCE MAXIMUM CRITICAL MEMBER STRESSES
 - 90 PSF UNIFORM LIVE LOADING ON THE FULL DECK AREA OR ONE 10,000 LB VEHICLE LOAD. THE LOAD SHALL BE DISTRIBUTED AS A FOUR-WHEEL VEHICLE WITH 80% OF THE LOAD ON THE REAR WHEELS. THE WHEEL TRACK WIDTH OF THE VEHICLE SHALL BE 6'-0" AND THE WHEEL BASE SHALL BE 10'-0". THE VEHICLE SHALL BE POSITIONED SO AS TO PRODUCE THE MAXIMUM STRESSES IN EACH MEMBER, INCLUDING DECKING
 - 35 PSF WIND LOAD ON THE FULL HEIGHT OF THE BRIDGE, AS IF ENCLOSED
 - 20 PSF UPWARD FORCE APPLIED AT THE WINDWARD QUARTER POINT OF THE TRANSVERSE BRIDGE WIDTH (AASHTO 3.6.2).
- FINISHING:
 - ANY FLAT SURFACES WHICH SHALL BE IN CONTACT WITH OTHER FLAT SURFACES AFTER FABRICATION SHALL BE CLEANED, REMOVING ANY GREASE, OIL OR OTHER FOREIGN MATTER, PRIOR TO WELDING (VENTING IF OVER 16 SQUARE INCHES OF AREA)
 - AFTER WELDING BRIDGE, BRUSH BLAST ONLY TO REMOVE ANY EXCESS WELD RESIDUE, MILL SCALE AND STENCILING
 - BRIDGE SHALL BE IMMERSSED IN AN ACID BATH TO REMOVE SURFACE RUST AND MILL SCALE TO PROVIDE A CHEMICALLY CLEAN METALLIC SURFACE AND THEN HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A123 AFTER FABRICATION
- MINIMUM MATERIAL THICKNESS OF 1/4" ON ALL STRUCTURAL MEMBERS

SYMMETRICAL ABOUT C OF BRIDGE

BRIDGE ELEVATION

SCHEDULE OF MEMBERS	
TOP CHORD	HSS 4 x 3 x 1/4
BOTTOM CHORD	HSS 4 x 3 x 1/4
VERTICAL	W 4 x 13
END VERTICAL	W 4 x 13
DIAGONAL	S 3 x 5 7
BRACE DIAGONAL	L 3 x 3 x 3/8
FLOOR BEAM	HSS 6 x 4 x 1/4
END FLOOR BEAM	W 8 x 15
SIDE DAM	6 x 4 x 1 x 10 GA. B.P.
END DAM	6 x 4 x 1 x 10 GA. B.P.
SAFETY RAIL	HSS 1 x 1 x 1/8

- ① USE W 4 x 13 END BAY DOUBLE MITER END BAY ONLY. TYP BOTH ENDS



BRIDGE SECTION - LOOKING NORTH

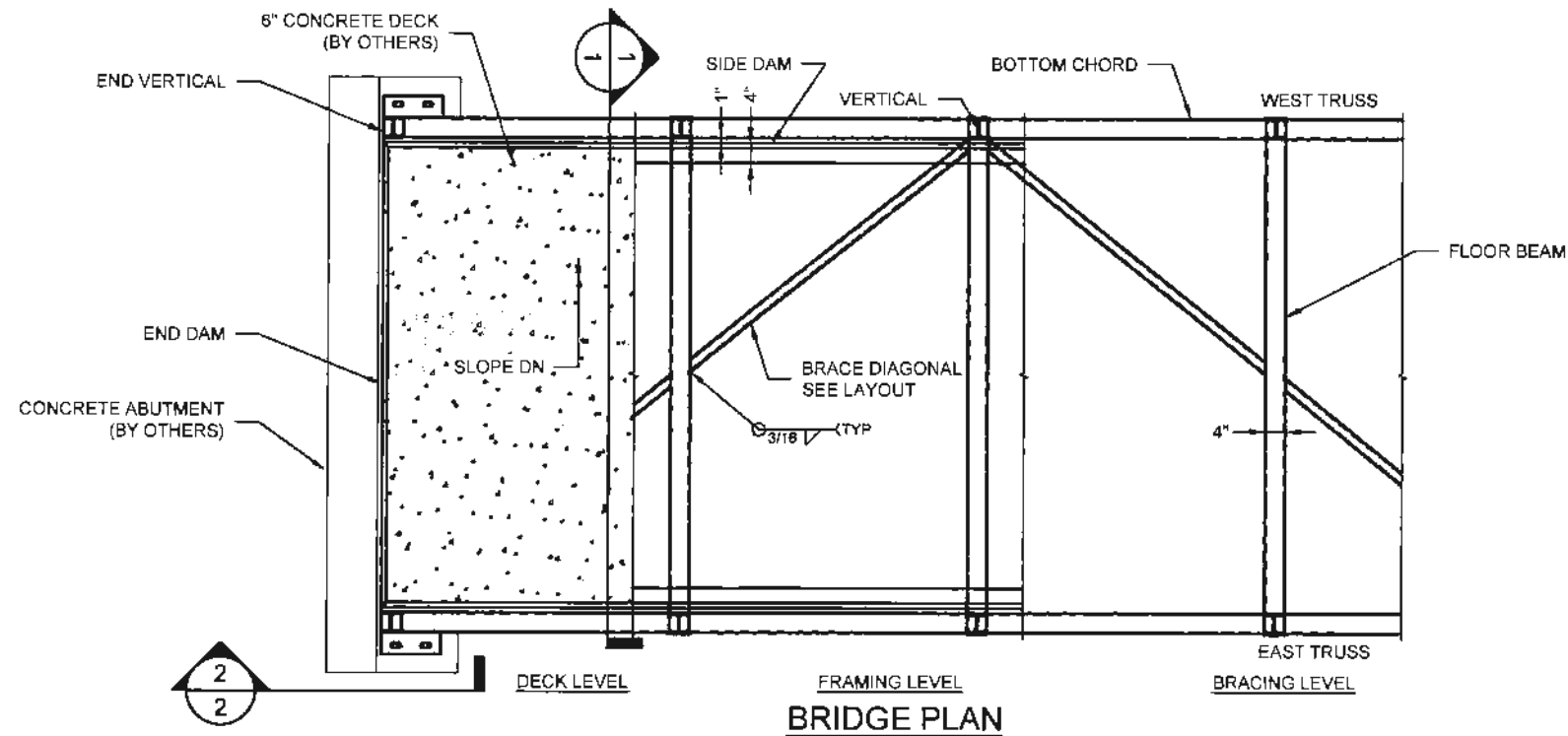


CONTECH
CONTRACT
DRAWING

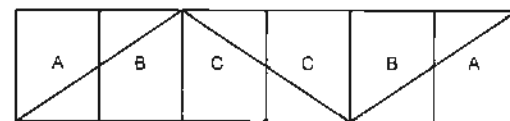


RIVERDALE ATP PROJECT PEDESTRIAN BRIDGE FRESNO, CA	
30'-0" x 8'-0"	
CONTECH ENGINEERED SOLUTIONS LLC www.conteches.com 8201 State Highway 99, Suite 100, Fresno, CA 93727 509.336.5547 509.336.5142 FAX	
CONTINENTAL BRIDGE	
DATE:	3/30/2017
DESIGNED:	MJH
DRAWN:	TJW
CHECKED:	MJH
APPROVED:	MJH
PROJECT No:	554840
SEQUENCE No:	010
SHEET	1 OF 5

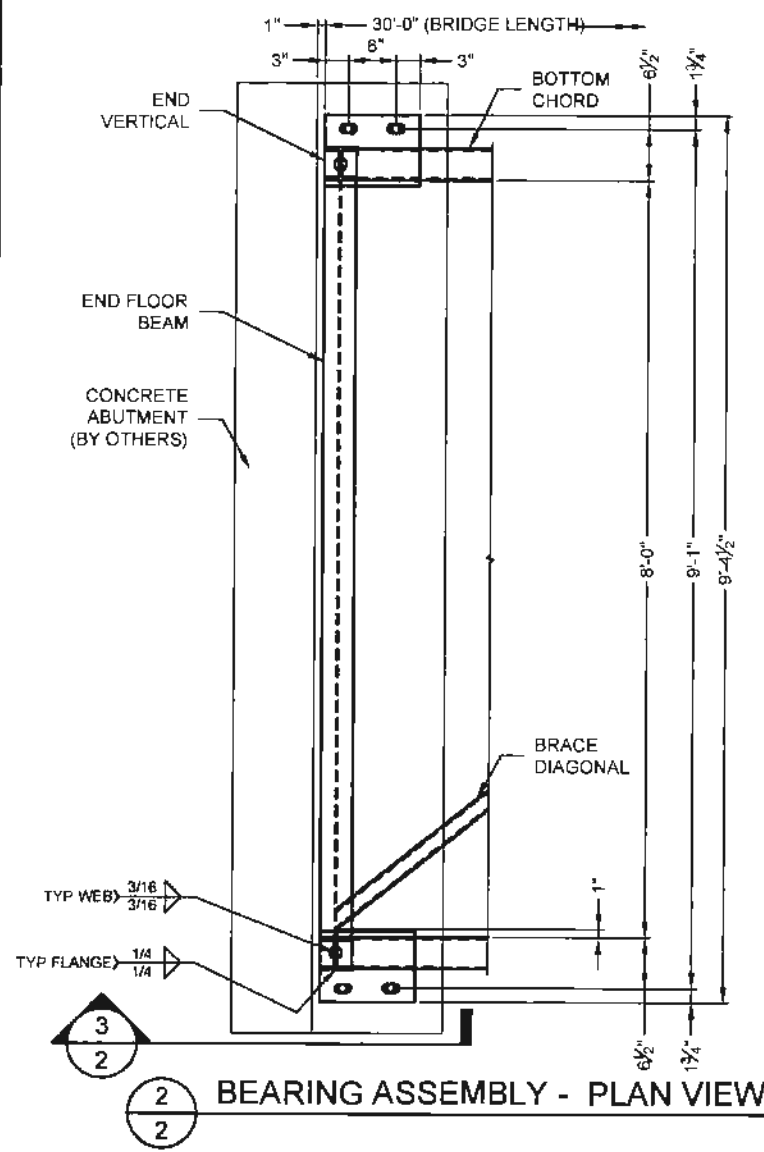
I:\AD\CONTECH\CP\CONTECH\IMPROVEMENTS\PROJECTS\400554840\554840-10\CONTINENTAL PEDESTRIAN DRAWINGS\554840-10.DWG 5/18/2017 3:38 PM



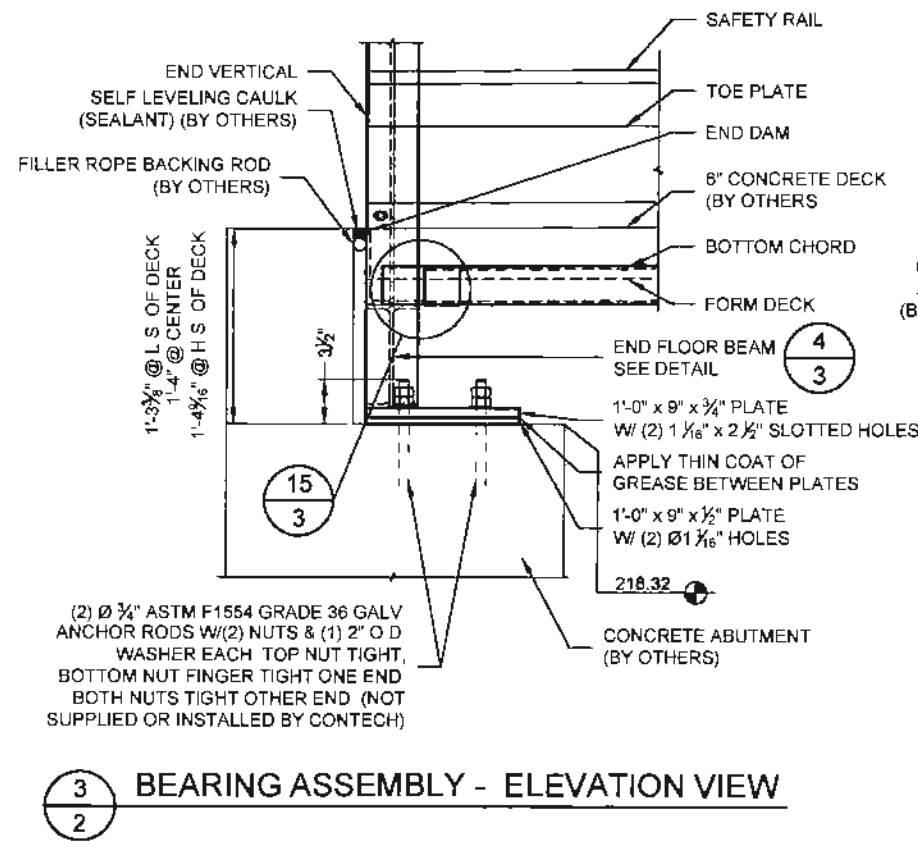
BRIDGE PLAN



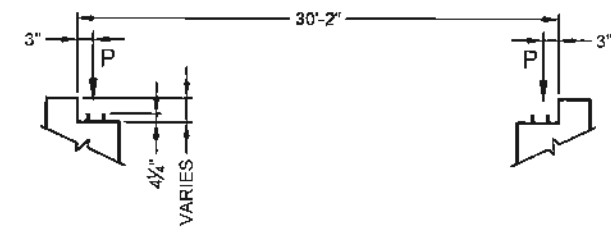
BRACE DIAGONAL LAYOUT



BEARING ASSEMBLY - PLAN VIEW



BEARING ASSEMBLY - ELEVATION VIEW



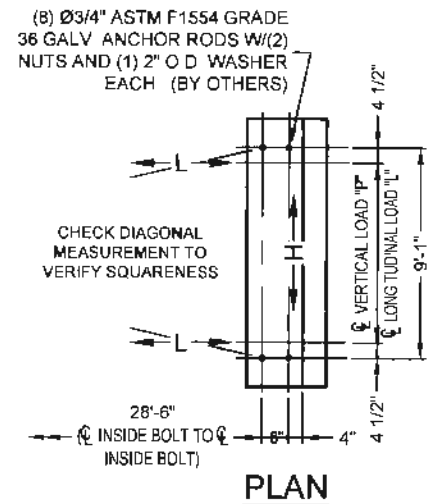
ANCHOR BOLT ELEVATION

COMBINE REACTIONS AS PER LOCAL OR GOVERNING BUILDING CODES AS REQUIRED

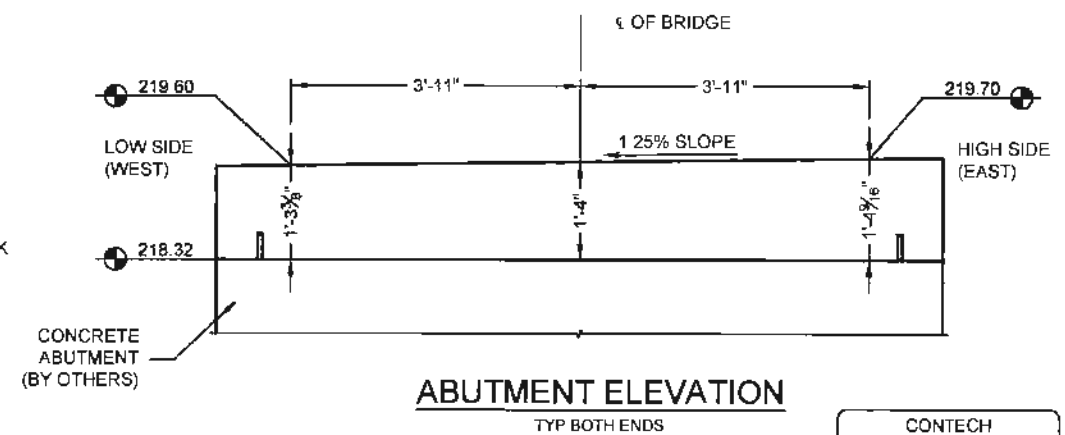
BRIDGE REACTIONS	+ DOWNWARD LOAD - UPWARD LOAD		
	P (LBS)	H (LBS)	L (LBS)
DEAD LOAD ②	5,250		
UNIFORM LIVE LOAD	5,400		
VEHICLE LOAD	5,000		
WIND UPLIFT 20 PSI	-1,350		
WIND LEeward	-650		
WIND	±800	2,825	
THERMAL ②			1,840
SEISMIC ② ③		2,400	2,400

"P" - VERTICAL LOAD EACH BASE PLATE (4 PER BRIDGE)
"H" - HORIZONTAL LOAD EACH FOOTING (2 PER BRIDGE)
"L" - LONGITUDINAL LOAD EACH BASE PLATE (4 PER BRIDGE)

- ① BRIDGE LIFTING WEIGHT: 6,000 LBS
- ② FINAL BRIDGE WEIGHT: 21,000 LBS
- ③ DOES NOT INCLUDE WEIGHT OF CONCRETE
- ④ INCLUDES WEIGHT OF CONCRETE DECK
- ⑤ SEISMIC LONGITUDINAL LOAD IS SUPPORTED AT FIXED END OF BRIDGE ONLY (2 PER BRIDGE)



PLAN



ABUTMENT ELEVATION

TYP BOTH ENDS

SEISMIC NOTE:

THE BRIDGE HAS BEEN DESIGNED FOR SEISMIC FORCES BASED ON THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS 2014 (AASHTO LRFD). THE SEISMIC REACTIONS HAVE BEEN CALCULATED BASED ON A_s (0.228) X THE BRIDGE DEAD LOAD ACTING BOTH HORIZONTALLY AND LONGITUDINALLY. A RESPONSE MODIFICATION FACTOR OF 0.8 HAS BEEN USED FOR THE CALCULATION OF THE BRIDGE ANCHORAGE. IT SHALL BE THE RESPONSIBILITY OF THE FOUNDATION ENGINEER TO DETERMINE THE FORCES FOR FOUNDATION DESIGN, VERIFICATION OF THE ANCHOR BOLT SIZES, AND ANCHOR BOLT EMBEDMENTS IN THE FOUNDATION. THESE FORCES ARE DETERMINED BASED ON LOCAL SITE CONDITIONS, THE FOUNDATION SYSTEM USED, AND THE TOTAL BRIDGE DEAD LOAD. IT IS ASSUMED THAT THE ENTIRE LONGITUDINAL SEISMIC LOAD IS CARRIED AT THE FIXED END OF THE BRIDGE ONLY.

CONTECH
CONTRACT
DRAWING

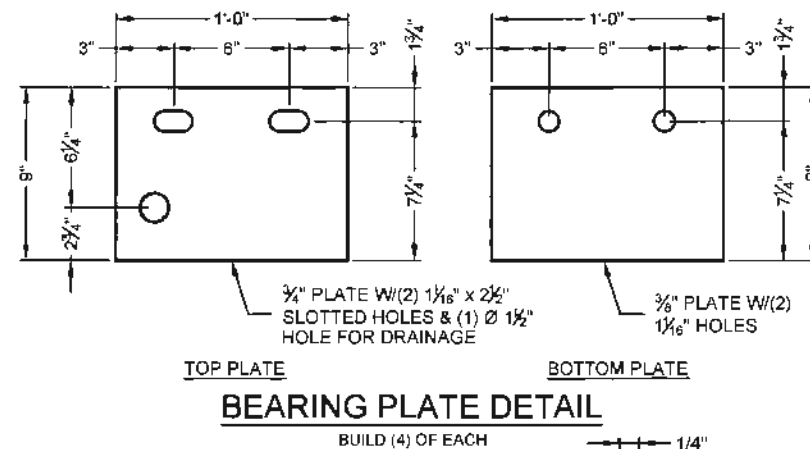


5/19/17
REGISTERED PROFESSIONAL ENGINEER
MICHAEL JOHN HEMANN
85278
CIVIL
STATE OF CALIFORNIA

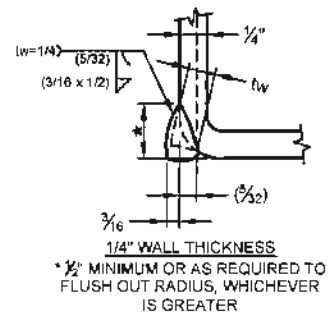
30'-0" x 8'-0"
RIVERDALE ATP PROJECT
PEDESTRIAN BRIDGE
FRESNO, CA

CONTECH ENGINEERED SOLUTIONS LLC www.conteches.com 4301 State Highway 28 North, Alameda, MN 55306 800-328-2647 320-345-0126 320-596-3144 FAX		CONTINENTAL BRIDGE	
DATE	3/30/2017	DRAWN	TJW
DESIGNED	MJH	APPROVED	MJH
CHECKED	MJH	SEQUENCE No	010
PROJECT No	554840	SEQUENCE No	010
SHEET		2 OF 5	

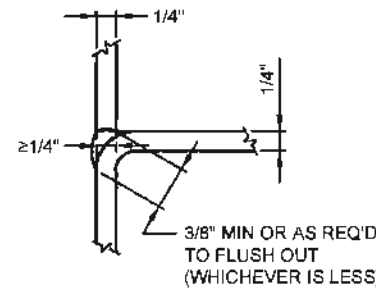
\\AD\CONTECH\CP1\COMPROT\MERLIN\PROJ\ECT\ACT\IV\25442015\454\054840-10\CONTINENTAL PEDESTRIAN DRAWINGS\FABRICATION\554840-10.DWG 5/18/2017 3:38 PM



NOTE: IF THE OUTSIDE RADIUS OF THE TUBE IS LESS THAN 1.5 TIMES THE WALL THICKNESS, CONTACT THE ENGINEER FOR APPROPRIATE WELD MODIFICATIONS



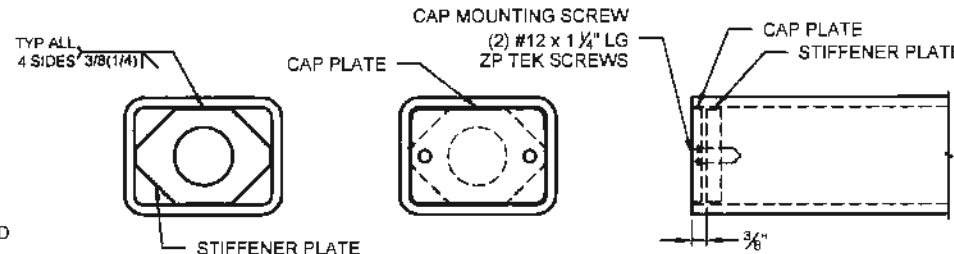
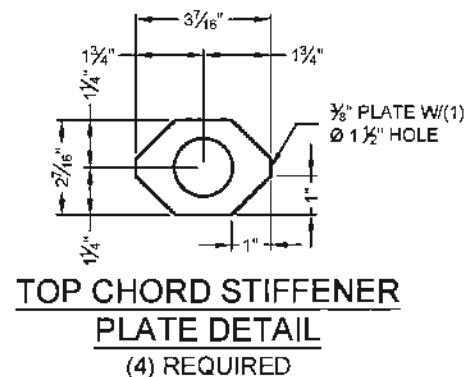
8 WELD DETAIL
1



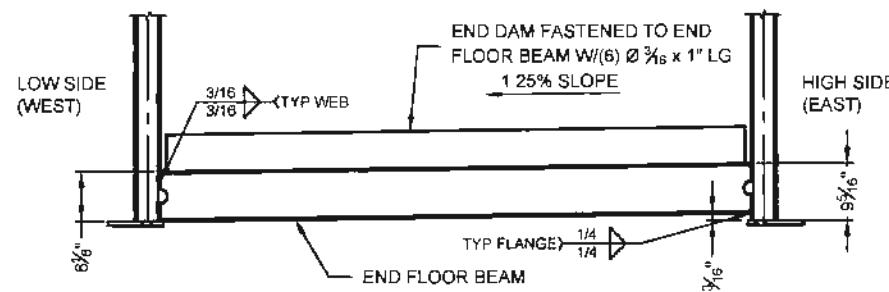
MATCHED EDGES OF:
1 VERTICALS TO BOTH CHORDS
2 W 4 x 13 DIAGONAL TO BOTH CHORDS, VERTICALS AND END VERTICALS

TO BE PARTIAL PENETRATION WELDS

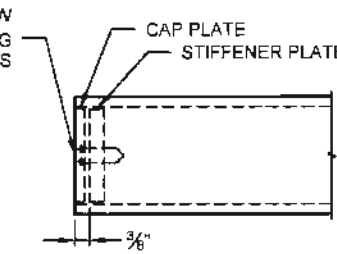
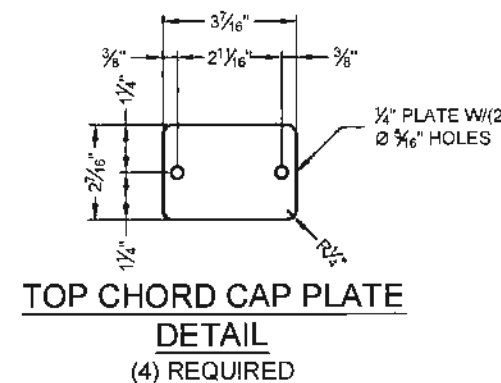
9 WELD DETAIL
1,3



5 TOP CHORD END DETAIL
1 TYP BOTH ENDS

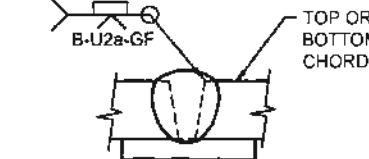


4 BRIDGE END SECTION
2

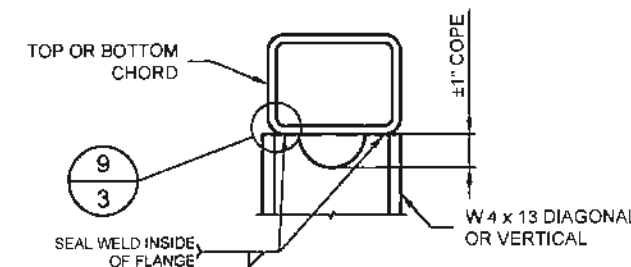


6 TOP CHORD CAP PLATE DETAIL
1 TYP BOTH ENDS

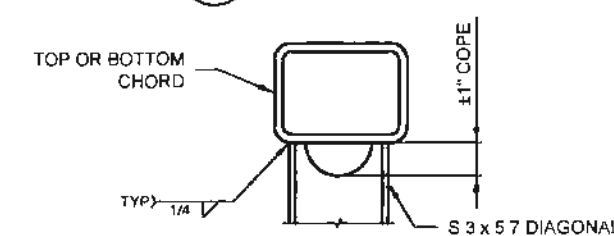
SHOP NOTE:
IF CHORD SPLICE IS REQUIRED,
NOTIFY ENGINEER OF PREFERRED
LOCATION



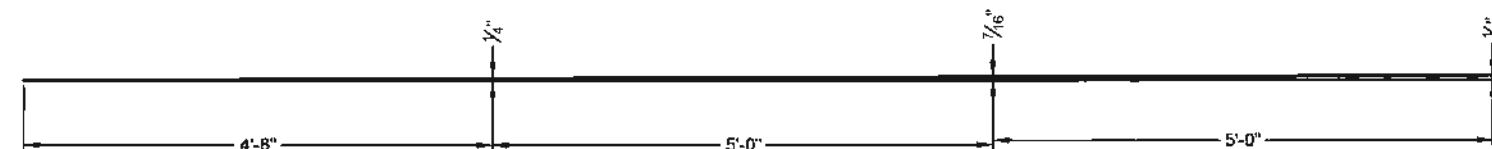
CHORD SHOP SPLICE
TYPICAL



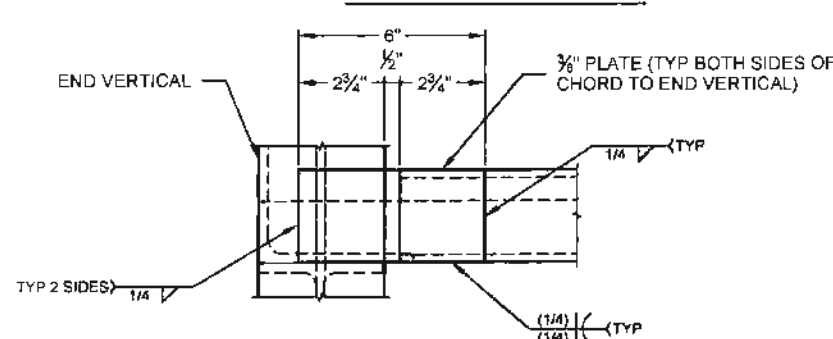
6 WELD DETAIL
1



7 WELD DETAIL
1



CAMBER DIAGRAM



15 BOTTOM CHORD ATTACHMENT
2 TYP BOTH ENDS

QUALITY ASSURANCE NOTES

1 WELD TESTING:

- ALL WELD TESTING SHALL BE DONE BY A PERSON QUALIFIED AWS QC- PROGRAM
- ALL FULL PENETRATION WELDS IN THE CHORDS ARE TO BE ULTRASONICALLY TESTED I A W AWS SPECIFICATIONS
- ACCEPTANCE CRITERIA TO AWS D1.1 STATICALLY LOADED
- ALL FILLET AND PARTIAL PENETRATION GROOVE WELDS SHALL BE VISUALLY INSPECTED WITH 10% ALSO BEING MAGNETIC PARTICLE TESTED I A W AWS SPECIFICATIONS
- A WRITTEN TESTING REPORT (CERTIFICATION OF CONFORMANCE) SHALL BE SUBMITTED UPON COMPLETION AND MUST BE SIGNED BY THE CERTIFIED WELD INSPECTOR, SIGNIFYING COMPLIANCE WITH AWS SPECIFICATIONS

2 BUY AMERICA

3 CERTIFIED MILL REPORTS REQUIRED

4 CERTIFIED AISC SHOP REQUIRED

5 WELD PROCEDURES REQUIRED

6 WELDER CERTIFICATIONS REQUIRED

7 INSPECTOR QUALIFICATIONS REQUIRED

CONTECH
CONTRACT
DRAWING



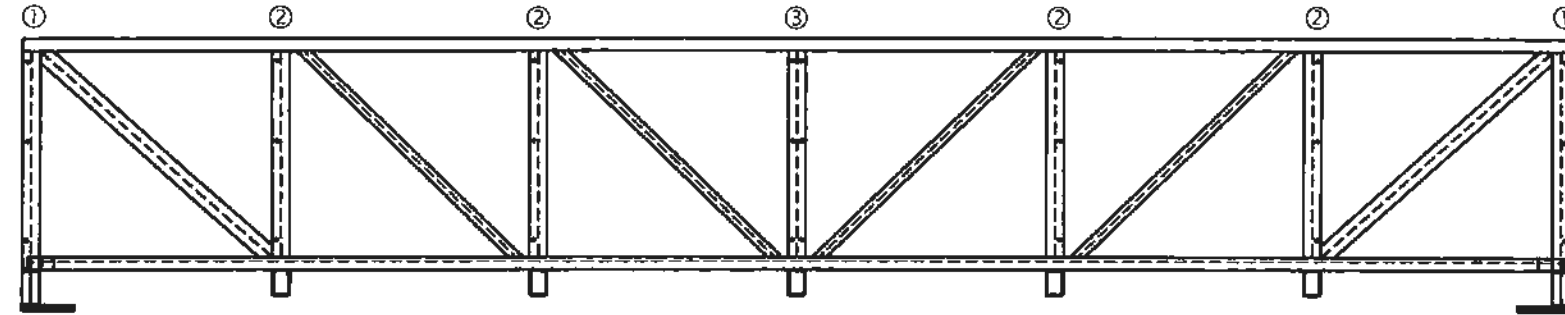
CERTIFIED
FABRICATOR

30'-0" x 8'-0"
RIVERDALE ATP PROJECT
PEDESTRIAN BRIDGE
FRESNO, CA

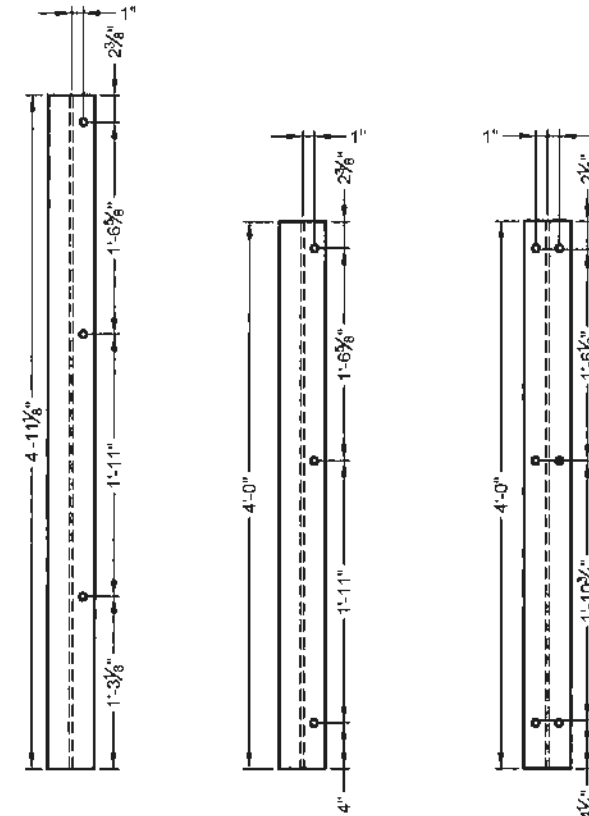
CONTECH
ENGINEERED SOLUTIONS LLC
www.conteches.com
800.225.2047 505.464.6178 505.464.6178 FAX

DATE: 3/30/2017
DESIGNED: MJH DRAWN: TJW
CHECKED: MJH APPROVED: MJH
PROJECT No: 554840 SEQUENCE No: 010
SHEET: 3 OF 5

\\AD\CONTECH\CPI\COM\ROOT\MER\IN\PROJECT\ACTIVE\554840\554840\10\CONTINENTAL PEDESTRIAN\RAMING\US\FABRICATION\554840-10.DWG 5/19/2017 3:38 PM



10 VERTICAL HOLE LAYOUT
1 VIEW FROM INSIDE OF TRUSS, TYP BOTH SIDES

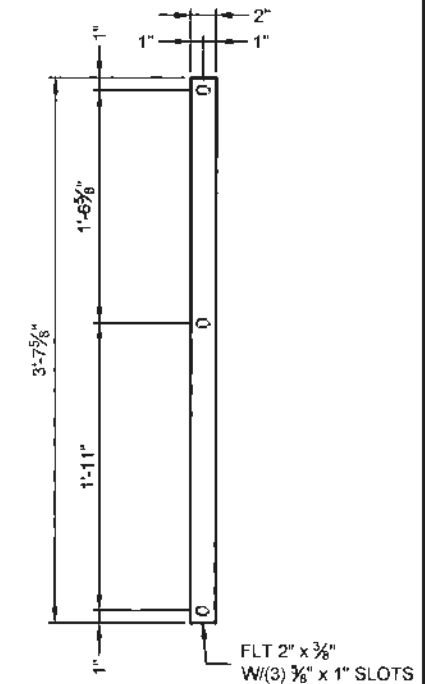


VERTICAL ①
BUILD (4) TOTAL
(2) EXACT
(2) OPPOSITE

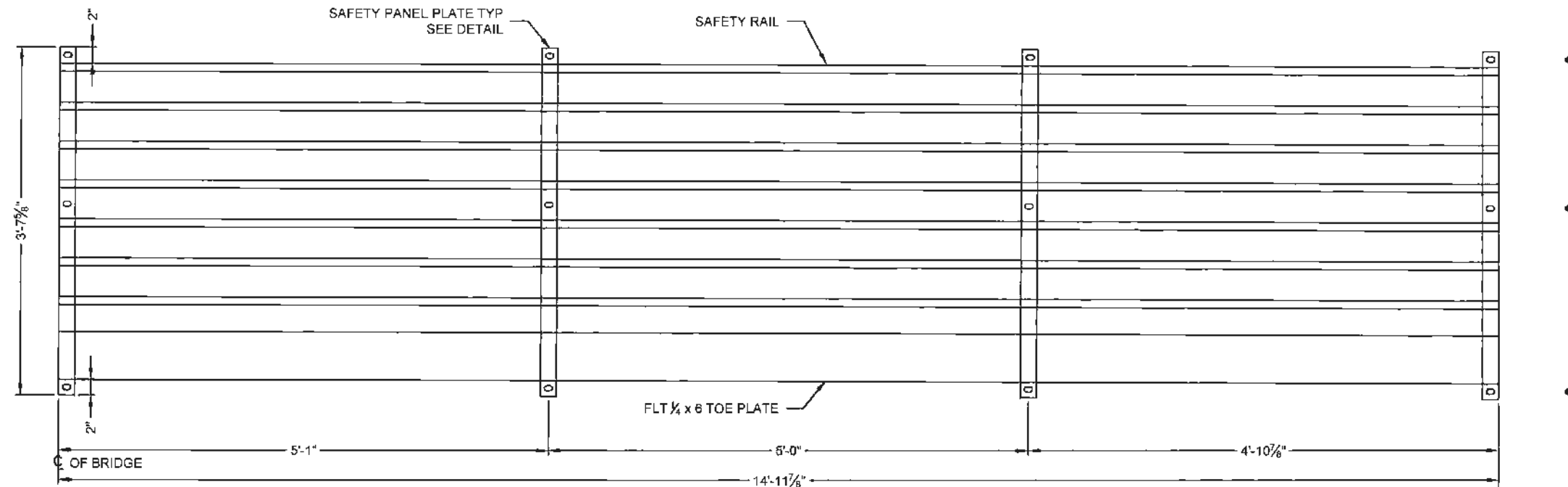
VERTICAL ②
BUILD (8) TOTAL
(4) EXACT
(4) OPPOSITE

VERTICAL ③
BUILD (2) TOTAL

VERTICAL HOLE DETAIL



SAFETY PANEL PLATE
(4) REQUIRED PER PANEL
(16) TOTAL REQUIRED

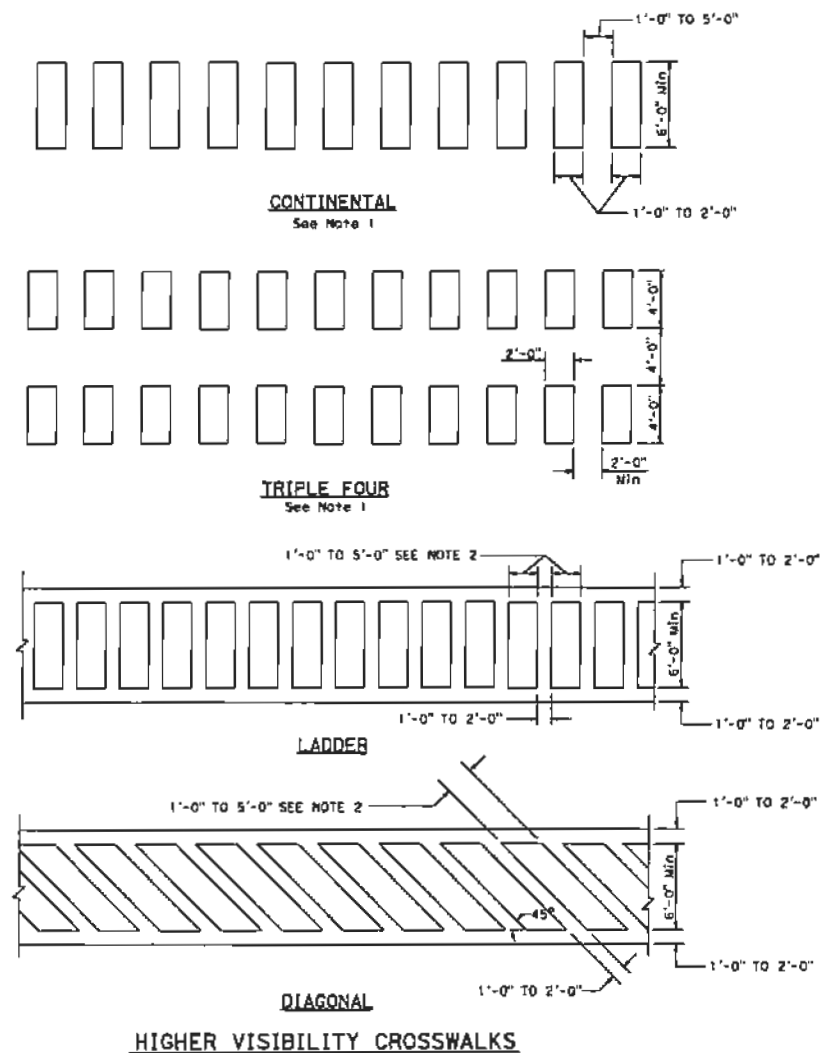


11 SAFETY PANEL DETAIL
1 BUILD (2) AS SHOWN BUILD (2) OPPOSITE

1/8" SHORT OF END OF BRIDGE TO
ACCOMMODATE FOR GALVANIZING



30'-0" x 8'-0" RIVERDALE ATP PROJECT PEDESTRIAN BRIDGE FRESNO, CA			
DATE:	3/30/2017	MARK	DATE
DESIGNED:	MJH	REVISION DESCRIPTION	BY
DRAWN:	TJW		
CHIEF ENGINEER:	MJH		
APPROVED:	MJH		
PROJECT No:	554840		
SEQUENCE No:	010		
SHEET:	4	OF	5



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

Alfred Jensen
REGISTERED CIVIL ENGINEER

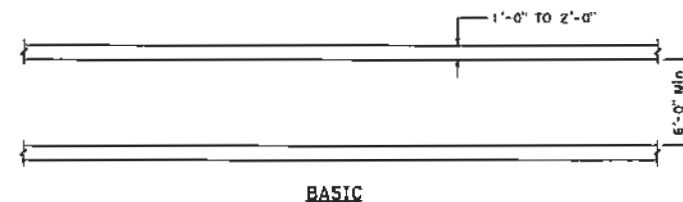
October 30, 2015
PLANS APPROVAL DATE

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

REGISTERED PROFESSIONAL ENGINEER
Alfred Jensen
C80402
NO. 3-31-17
(701)
STATE OF CALIFORNIA

NOTES:

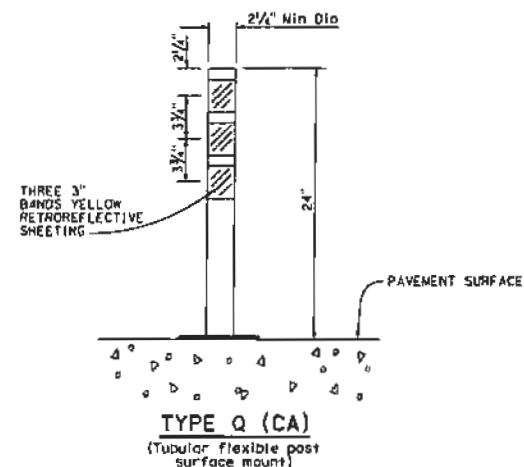
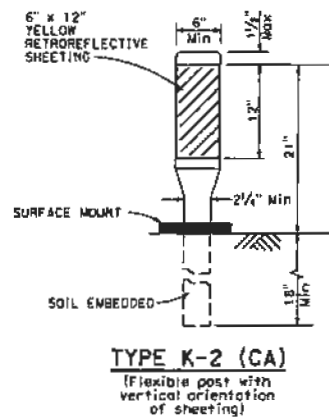
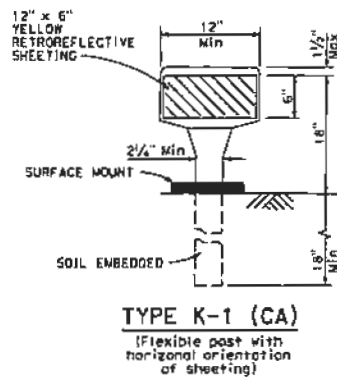
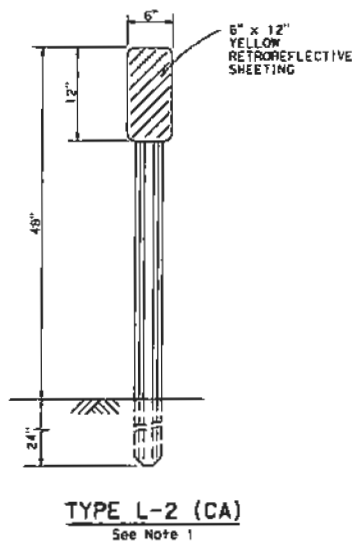
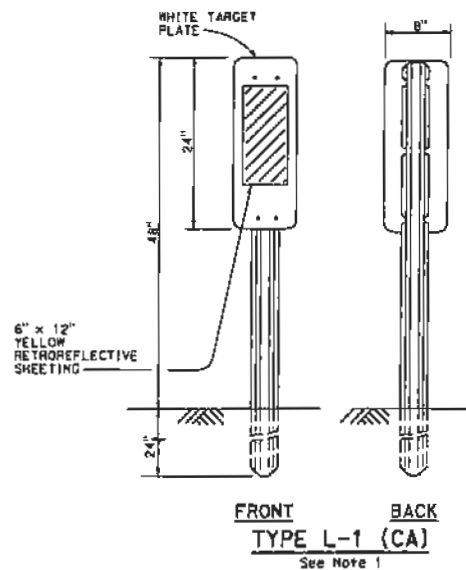
1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 times width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
CROSSWALKS**

NO SCALE

A24F

**NOTE:**

1. See Standard Plan A73B for metal post details and additional markers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
OBJECT MARKERS
NO SCALE

A73A

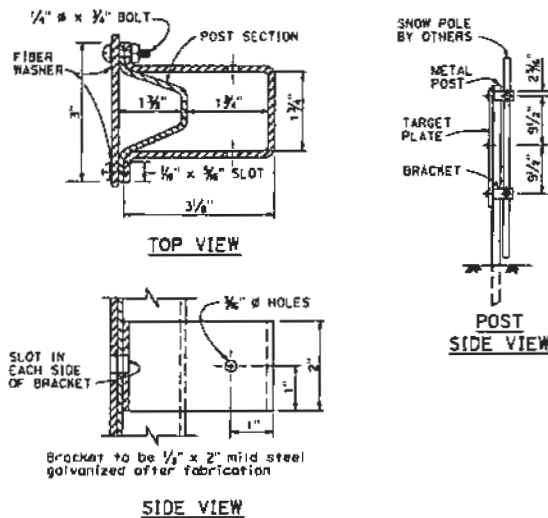
DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

David L. Jones
REGISTERED CIVIL ENGINEER

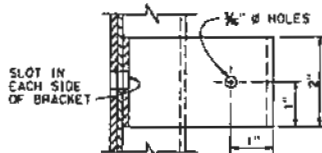
October 30, 2015
ISSUES APPROVAL DATE

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

Professional Engineer
David L. Jones
C46402
Exp. 3-31-17
STATE OF CALIFORNIA

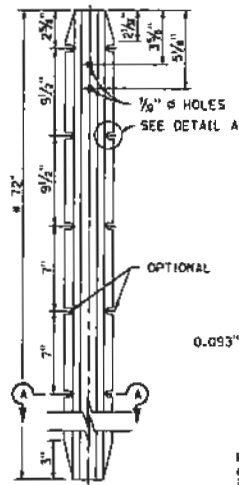


TOP VIEW

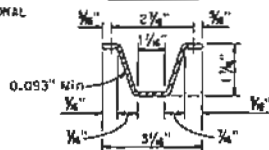


SIDE VIEW

SNOW POLE BRACKET



DETAIL A

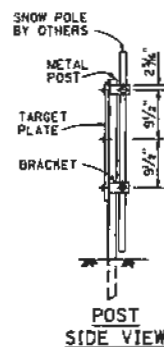


SECTION A-A

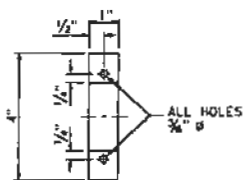
Metal post to be as shown except that minor variations in design and dimensions will be permitted to meet manufacturer's standards.

* 8'-0" for Type P object marker

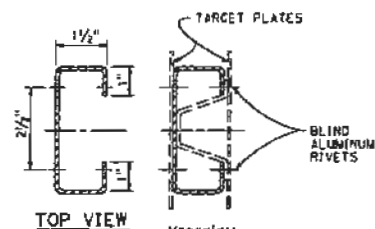
METAL POST DETAIL



POST SIDE VIEW



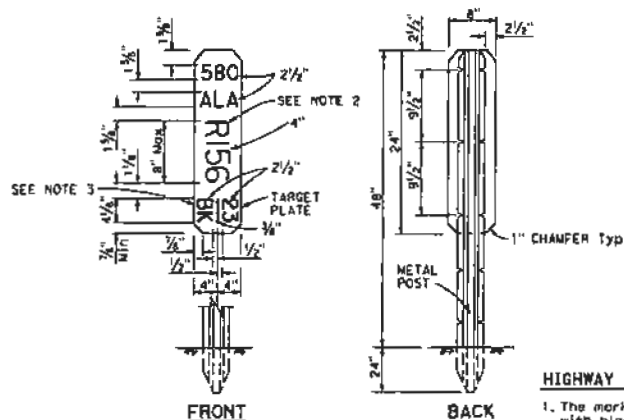
SIDE VIEW



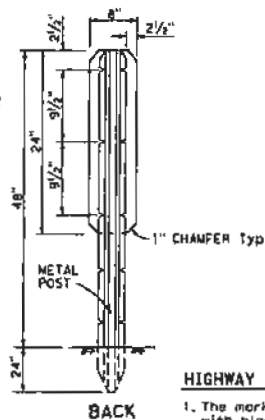
TOP VIEW

Material:
Aluminum 0.050" thick
(3003-H14 Alloy)

TWO PLATE POST MOUNT

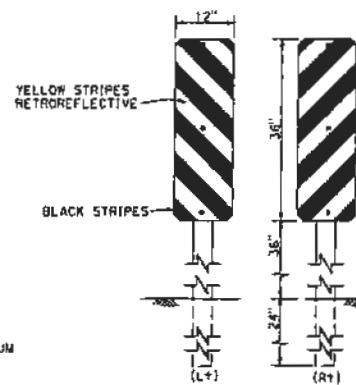


FRONT

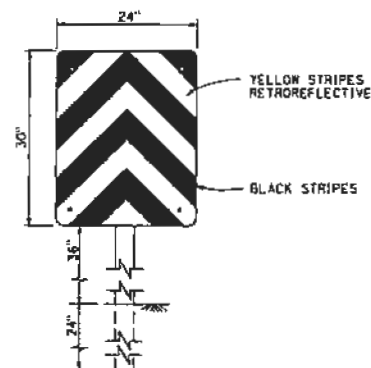


BACK

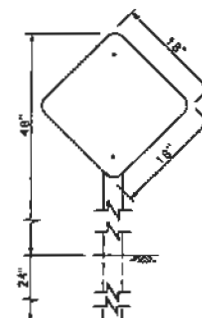
HIGHWAY POST MARKER



TYPE P (CA)



TYPE R (CA)



TYPE N-1 (CA), N-2 (CA), N-3 (CA)

N-1(CA). Yellow retroreflective.
N-2(CA). Red retroreflective.
N-3(CA). Orange retroreflective.

OBJECT MARKERS

HIGHWAY POST MARKER NOTES:

1. The marker shall be white (non-reflective) target plate with black Series D numerals and letters.
2. A post mile prefix, such as "R", shall apply only when directed by the Engineer.
3. "BK"(Back), "AH" (Ahead), or a blank space shall apply as directed by the Engineer.
4. All information shall be in U.S. Customary units (miles).

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MARKERS

NO SCALE

A73B

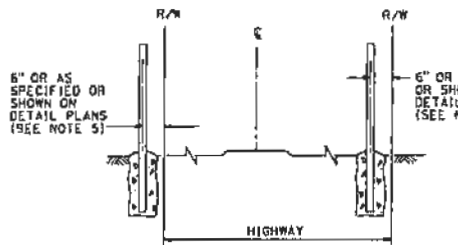
SHEET	COUNTY	ROUTE	POST MILE TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Donald E. Hines
 REGISTERED CIVIL ENGINEER
 October 30, 2015
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

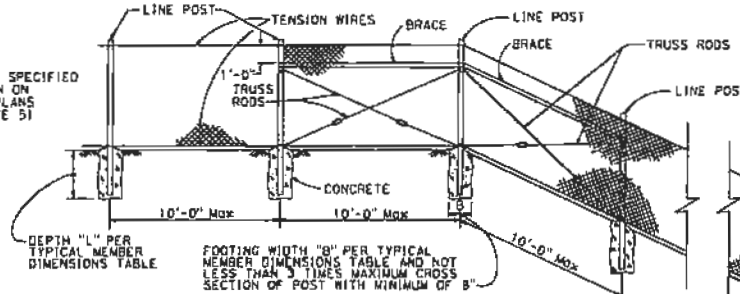
REGISTERED PROFESSIONAL ENGINEER
 DONALD E. HINES
 C-65402
 2-31-17
 STATE OF CALIFORNIA

NOTES:

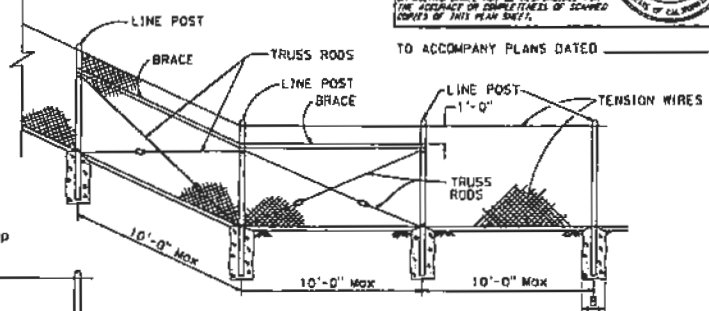
- A. See Std Plan A73A for additional object markers.
- B. Type P(CA) and R(CA) markers shall have orange and white retroreflective stripes in work zones.
- C. Diagonal stripes on Type P(CA) markers shall be sloped down in the direction of travel.



FENCE LOCATION



CHAIN LINK FENCE ON SHARP BREAK IN GRADE



Dist. COUNTY ROUTE POST MILES TOTAL PROJECT SHEET TOTAL SHEETS

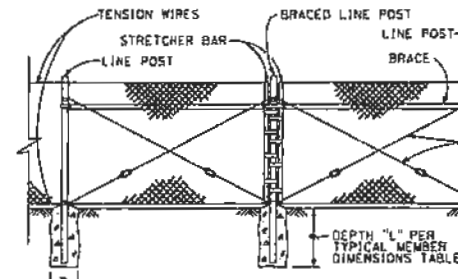
REGISTERED CIVIL ENGINEER

July 15, 2016

PLANS APPROVAL DATE

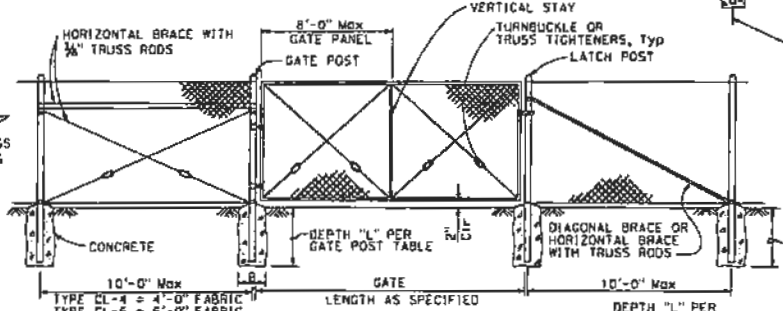
THE SEAL OF CALIFORNIA REGISTERED PROFESSIONAL ENGINEERS OR ARCHITECTS SHALL NOT BE REPRODUCED FOR THE PURPOSE OF COMPLETION OF SCOPED COPIES OF THIS PLAN SHEET.

TO ACCOMPANY PLANS DATED



BRACED LINE POST INSTALLATION

Braced line post at intervals not exceeding 1000'

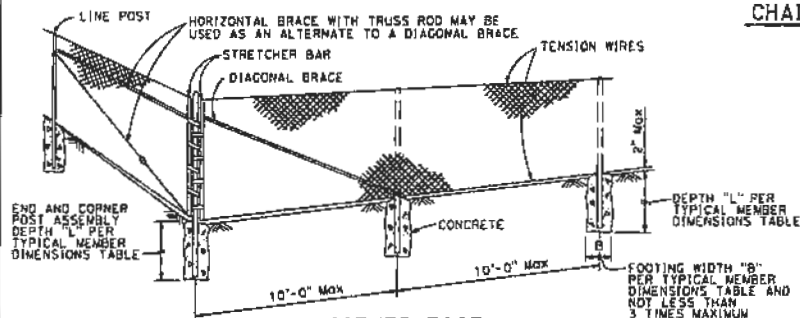


CHAIN LINK GATE INSTALLATION

GATE POST						
FENCE HEIGHT (Max)	SLATTED	B (in)	L (ft)	ROUND PIPE		
				SECTION	ROUND OD PIPE	WEIGHT (lb/ft)
5'-0"	NO	12"	2'-6"	3 Std	3.50"	7.58
6'-0"	NO	12"	2'-6"	3 Std	3.50"	7.58
8'-0"	NO	12"	3'-0"	3 Std	3.50"	7.58
10'-0"	NO	14"	3'-6"	3 Std	3.50"	7.58
5'-0"	YES	12"	3'-0"	3 1/2 Std	4.00"	9.12
6'-0"	YES	14"	3'-6"	4 Std	4.50"	10.80
8'-0"	YES	18"	3'-6"	5 Std	5.56"	14.60
10'-0"	YES	20"	4'-0"	6 Std	6.63"	19.00

Above post dimensions and weights are minimums. Larger sizes may be used upon approval. Maximum Gate Width is 24'-0".

TYPICAL MEMBER DIMENSIONS (See Notes)													
FENCE HEIGHT (Max)	SLATTED	B (in)	L (ft)	LINE POSTS				BRACES					
				ROUND PIPE			ROLL FORMED		ROUND PIPE			ROLL FORMED	
				SECTION	ROUND OD PIPE	WEIGHT (lb/ft)	□ □		SECTION	ROUND OD PIPE	WEIGHT (lb/ft)	□ □	
5'-0"	NO	8"	2'-6"	1½ Std	1.90"	2.72	1.875" x 1.625"	1.85	2 Std	2.38"	3.66	1.625" x 1.250"	1.35
6'-0"	NO	10"	2'-6"	2 Std	2.38"	3.66	1.875" x 1.625"	2.40	2 Std	2.38"	3.66	1.625" x 1.250"	1.35
8'-0"	NO	12"	3'-0"	2½ Std	2.88"	5.80	3.250" x 2.500"	4.60	2 Std	2.38"	3.66	1.625" x 1.250"	1.35
10'-0"	NO	14"	3'-6"	3 Std	3.50"	7.58	3.250" x 2.500"	4.50	2½ Std	2.88"	5.80	1.625" x 1.250"	1.35
5'-0"	YES	12"	3'-0"	3¼ Std	4.00"	9.12	N/A	-	2 Std	2.38"	3.66	N/A	-
6'-0"	YES	14"	3'-0"	4 Std	4.50"	10.80	N/A	-	2 Std	2.38"	3.66	N/A	-
8'-0"	YES	18"	3'-6"	5 Std	5.56"	14.60	N/A	-	2 Std	2.38"	3.66	N/A	-
10'-0"	YES	20"	4'-0"	6 Std	6.63"	19.00	N/A	-	2½ Std	2.88"	5.80	N/A	-



CORNER POST

NOTES:

- The table to the right shows minimum sized posts and braces complying with the specifications. Larger or heavier post and brace sizes may be used upon approval.
- Sections shown in the tables must also comply with the strength requirements and other provisions of the Specifications.
- Other sections which comply with the strength requirements and other provisions of the Specifications may be used upon approval.
- Options exercised shall be uniform on any one project.
- Offset to be 2'-0" at monument locations, measured at right angles to R/W lines. Taper to achieve offset to be at least 20'-0" long.
- See Revised Standard Plan RSP A858 for Brace, Stretcher Bar, and Truss Tightener Details.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CHAIN LINK FENCE
NO SCALE

RSP A85 DATED JULY 15, 2016 SUPERSEDES STANDARD PLAN A85
DATED OCTOBER 30, 2015 - PAGE 117 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A85

2015 REVISED STANDARD PLAN RSP A85

NOTES:

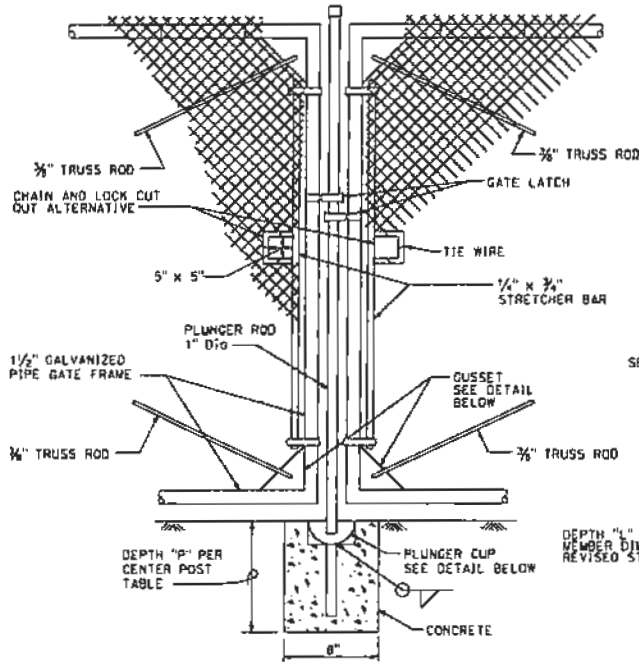
1. B is not less than 3 times maximum cross section of post with minimum of 8".
2. See Revised Standard Plan RSP A85 for Chain Link Fencing dimensions.
3. See Detail A on Standard Plan A86B for connection at headwall.
4. See Detail D on Standard Plan A86B for connection at headwall.

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

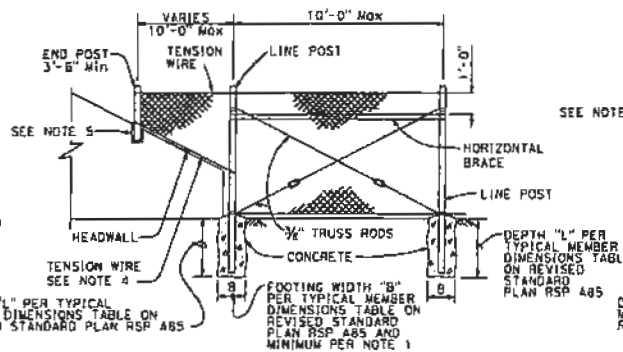
REGISTERED CIVIL ENGINEER
S. S. Singh
C74893
July 15, 2016
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.
STATE OF CALIFORNIA

TO ACCOMPANY PLANS DATED _____

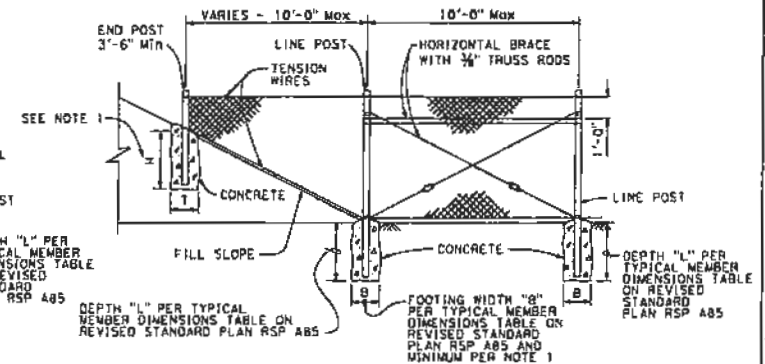
CENTER POST		
FENCE HEIGHT (Max)	SLATED	P
ALL HEIGHTS	NO	1'-6"
5'-0"	YES	3'-0"
6'-0"	YES	3'-0"
8'-0"	YES	3'-6"
10'-0"	YES	4'-0"



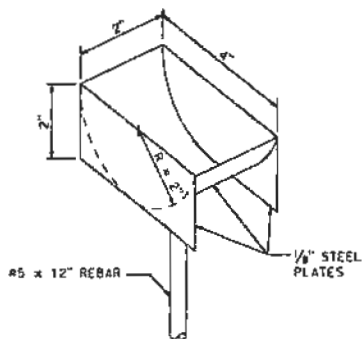
**DOUBLE GATE
REMOVABLE CENTER POST**



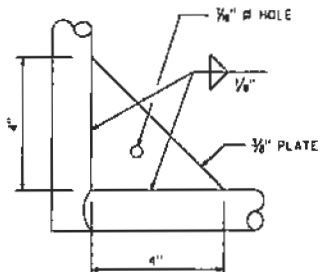
METHOD OF TYING FENCE TO HEADWALL



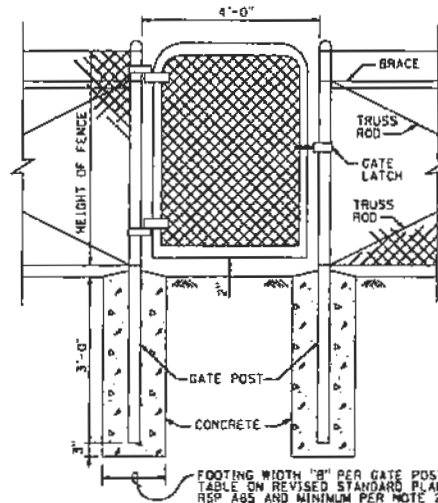
METHOD OF ERECTING FENCE FOR FILL SLOPE



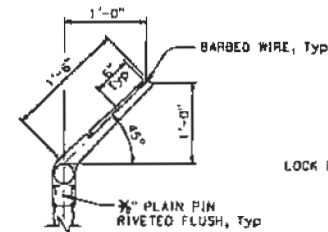
PLUNGER CUP DETAIL



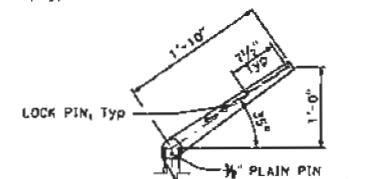
GUSSET DETAIL



WALK GATE



LINE POST

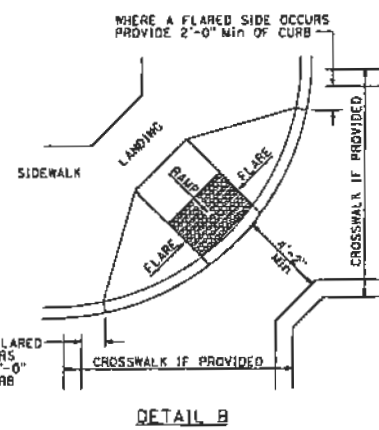
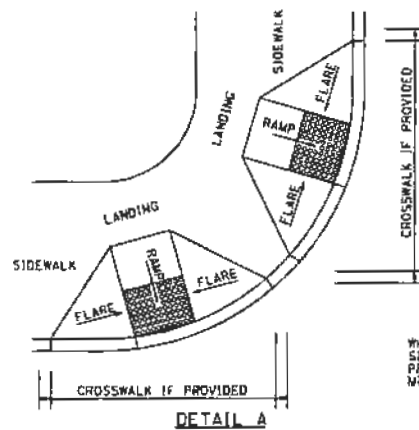
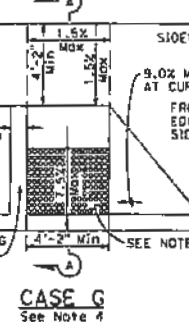
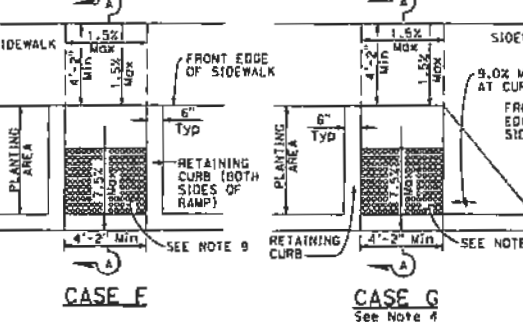
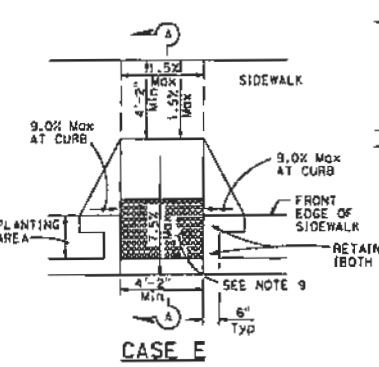
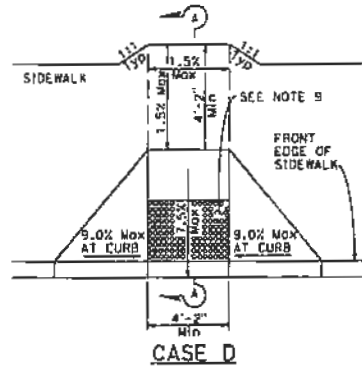
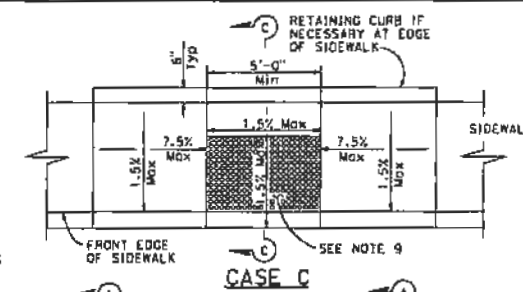
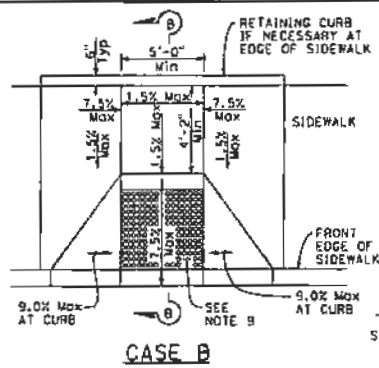
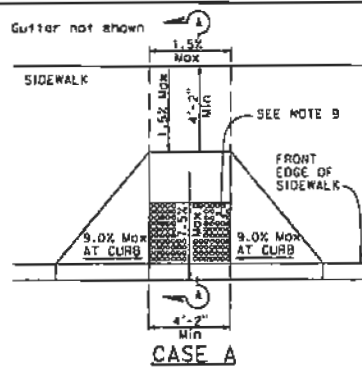


CORNER POST

BARBED WIRE POST TOP

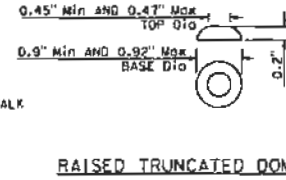
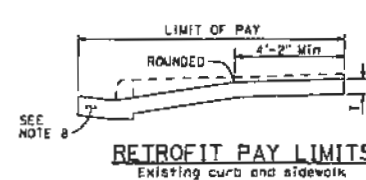
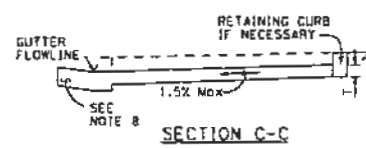
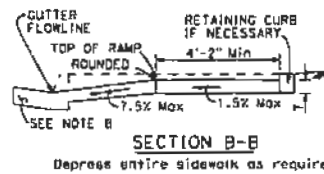
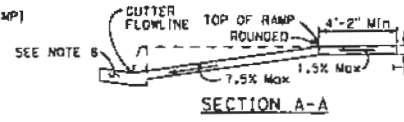
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CHAIN LINK FENCE DETAILS
NO SCALE

RSP A85A DATED JULY 15, 2016 SUPERSEDES STANDARD PLAN A85A
DATED OCTOBER 30, 2015 - PAGE 118 OF THE STANDARD PLANS BOOK DATED 2015.
REVISED STANDARD PLAN RSP A85A



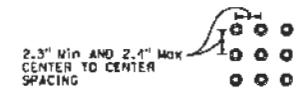
TYPICAL TWO-RAMP CORNER INSTALLATION
See Note 1

TYPICAL ONE-RAMP CORNER INSTALLATION
See Notes 1 and 3



NOTES:

1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
5. If located on a curve, the sides of the ramp need not be parallel, but the minimum width of the ramp shall be 4'-2".
6. Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case E and Case F.
7. The adjacent surfaces of transitions of curb ramps to walks, gutters, and streets shall be at the same level.
8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1V:20H (5.0%). Gutter pan slope shall not exceed 1" at depth for each 2'-0" of width.
9. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. A 4'-0" wide detectable warning surface may be used on a 4'-2" wide curb ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
10. Sidewalk and ramp thickness, "T", shall be 3/8" minimum.
11. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
12. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining full detectable warning width and depth.



DETECTABLE WARNING SURFACE
See Note 9

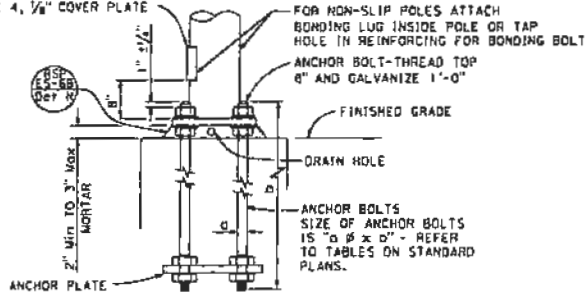
CURB RAMP DETAILS
NO SCALE

RSP A88A DATED JULY 15, 2016 SUPERSEDES STANDARD PLAN A88A DATED OCTOBER 30, 2015 - PAGE 127 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A88A

2015 REVISED STANDARD PLAN RSP A88A

4" x 6 1/2" ROUNDED RECTANGLE HANDHOLE REINFORCED
WITH RING WELDED TO OUTSIDE OF POLE.
SEE NOTE 4, 1/4" COVER PLATE

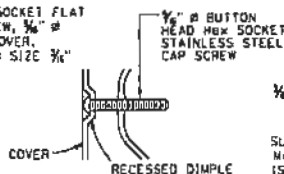


HANDHOLE AND ANCHORAGE

DETAIL A

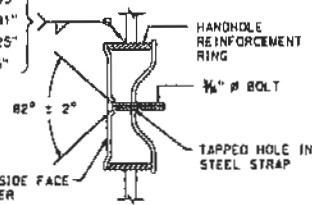


**TYPICAL DETAIL
DETAIL B-1**



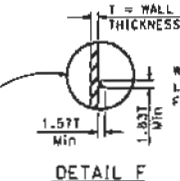
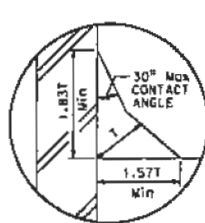
**ALTERNATIVE DETAIL
DETAIL B-2**

WELD SIZE	WALL THICKNESS
3/16"	0.1196"
1/4"	0.1793"
5/16"	0.2391"
3/8"	0.3125"
1/2"	0.375"



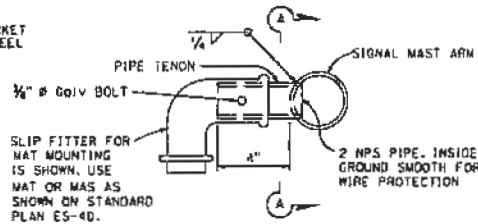
TAMPER RESISTANT HANDHOLE COVER

DETAIL B

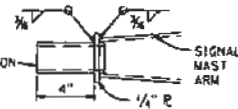


DETAIL F

Fatigue resistant weld at socket type connection see Elevation A for inner weld



**SIDE TENON
DETAIL S-1**



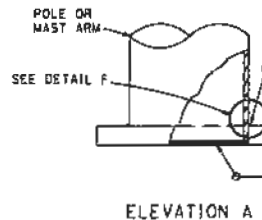
**TIP TENON
DETAIL T1**
This detail supersedes Detail S when so designated

**PIPE TENONS
DETAIL 5**

WELD SIZE	WALL THICKNESS
3/16"	0.1196"
1/4"	0.1793"
5/16"	0.2391"

2 NPS PIPE, CHASED FOR WIRE PROTECTION SEE NOTE 2

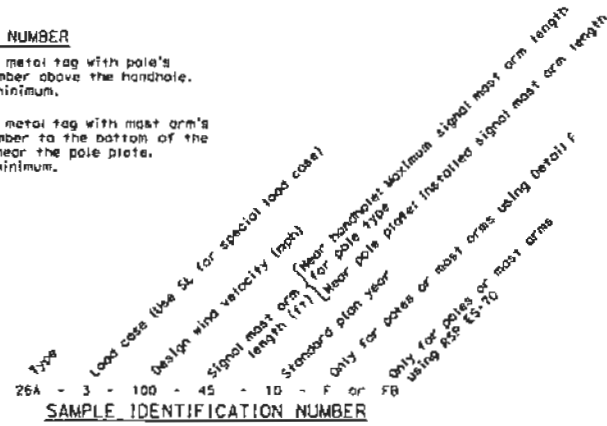
**TIP TENON
DETAIL T5**



ELEVATION A

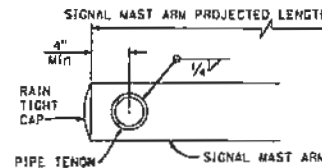
IDENTIFICATION NUMBER

1. Attach a stamped metal tag with pole's identification number above the handhole. 1/4" high number, minimum.
2. Attach a stamped metal tag with mast arm's identification number to the bottom of the signal mast arm near the pole plate. 1/4" high number, minimum.



SAMPLE IDENTIFICATION NUMBER

SECTION A-A



NOTES:

1. Provide a Hex nut, leveling nut and 2 washers for each bolt.
2. Luminaire mast arms shall be round, tapered steel tubes, taper of 0.1375" to 0.143-inch per foot with an end section 2 1/4" OD for mounting hardware. Extensions of 2 NPS Standard pipe and 7" long may be used at the option of the manufacturer. When low pressure sodium luminaires are required, the extension shall be 1'-3".
3. Signal mast arms shall be round, tapered steel tubes, maximum taper 0.143-inch per foot.
4. Handhole reinforcement ring shall be 1/4" x 2" for 0.1196" to 0.2391" thick poles, 1/4" x 2" for 0.3125" to 0.375" thick poles.
5. Handholes shall be located on the downstream side of traffic.
6. Detail F, fatigue resistant weld, is required at socket welded signal mast arm plate and pole base plate.
7. Cap screws shall be tightened by the turn-of-nut method 1/2 turn from a snug tight condition. No washer will be required.
8. Outside diameter, wall thickness, and corresponding section properties of poles and mast arms as shown in the Standard Plans are minimums. Unless otherwise specified, alternative sections shall require approval by the Engineer.
9. Design: AASHTO Standard Specifications for Structural Support for Highway Signs, Luminaires, and Traffic Signals, 6th Edition. Basic Wind Speed = 100 mph (3 seconds gust). Yearly Mean Wind Velocity = 15.6 mph.
10. Materials (Structural steel):
fy = 55,000 psi (tapered steel tube and anchor bolts)
fy = 50,000 psi (unless otherwise noted)
11. Materials (Reinforced concrete):
f'c = 3,625 psi
fy = 60,000 psi

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**ELECTRICAL SYSTEMS
(SIGNAL AND LIGHTING STANDARD,
DETAIL No. 1)**

NO SCALE

RSP ES-7M DATED JULY 15, 2016 SUPERSEDES STANDARD PLAN ES-7M
DATED OCTOBER 30, 2015 - PAGE 467 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP ES-7M

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

REGISTERED CIVIL ENGINEER
July 15, 2016
PLANS APPROVAL DATE
THE STATE ENGINEER OR ITS OFFICER OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

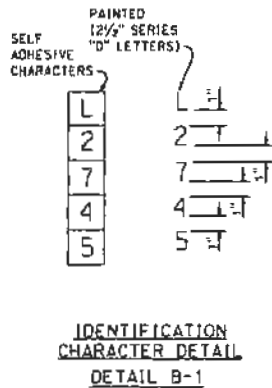
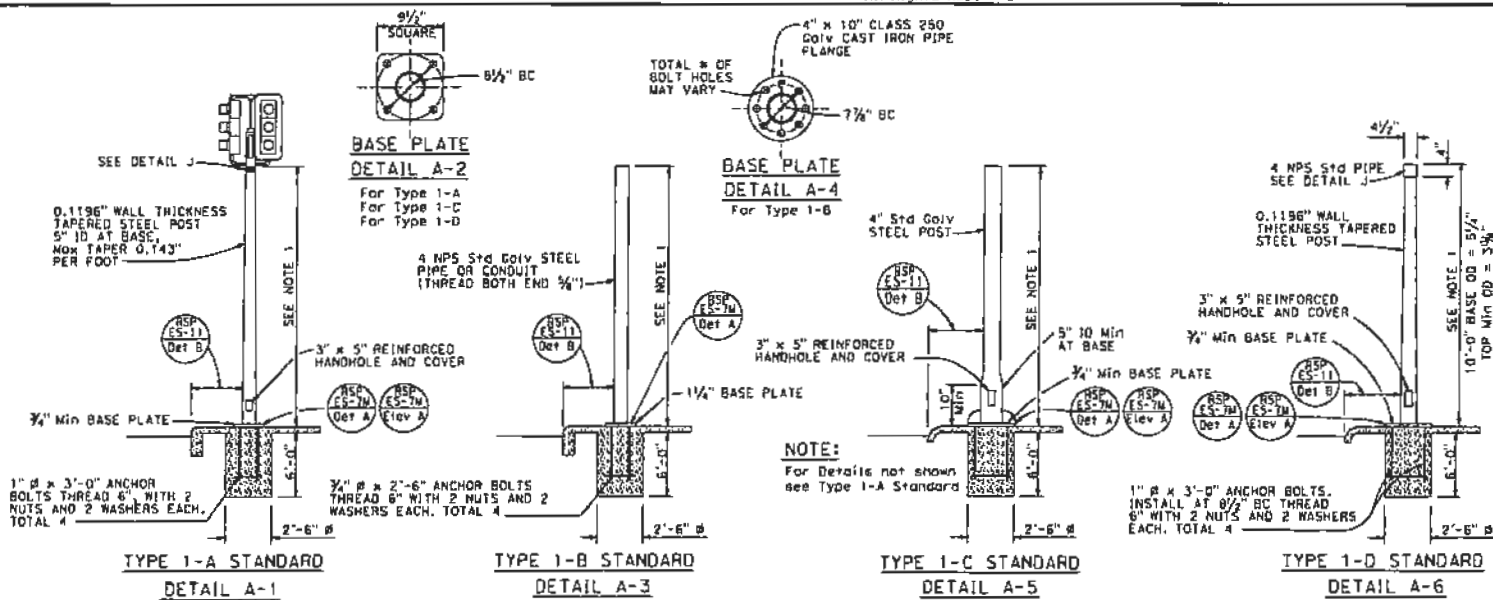
TO ACCOMPANY PLANS DATED _____

DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS
July 15, 2015 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				

TO ACCOMPANY PLANS DATED _____

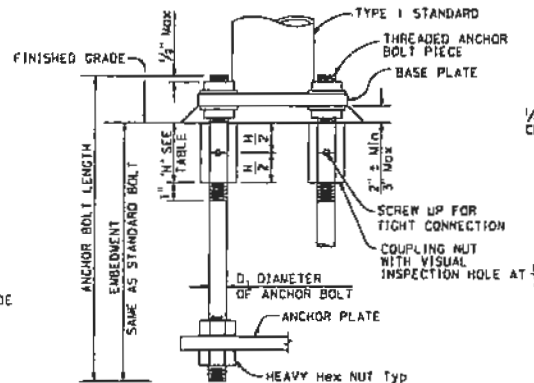
NOTES:

- Standards shall be 10'-0" ± 2" for vehicle signals and 7'-0" ± 2" for pedestrian signals unless shorter pole is noted on project plans.
- Top of standards shall be 4 1/2" OD.
- Conduits shall extend 2" maximum above finished surface of foundation and for Types 1-A, 1-C and 1-D shall be sloped toward handhole.
- Anchor bolts shall be banded to conduit or grounding conductor.
- For additional notes and details, see Revised Standard Plans RSP ES-7M and RSP ES-7N.
- Four foundation concrete against undisturbed soil.
- For standards with handhole, locate in the downstream side of traffic.
- Coupling nuts to be used only when shown or specified on project plans.



LOCATION OF EQUIPMENT IDENTIFICATION CHARACTERS ON STANDARDS AND POSTS

DETAIL B



ANCHOR BOLTS WITH SLEEVE NUTS

DETAIL C
(See Note B)

COUPLING NUT TABLE	
BOLT DIAMETER	NUT TABLE THICKNESS "H"
3/4"	2 1/4"
1"	3"

**ELECTRICAL SYSTEMS
(SIGNAL AND LIGHTING STANDARD, TYPE 1
AND EQUIPMENT IDENTIFICATION CHARACTERS)**

NO SCALE

RSP ES-7B DATED JULY 15, 2015 SUPERSEDES STANDARD PLAN ES-7B
DATED OCTOBER 30, 2015 - PAGE 457 OF THE STANDARD PLANS BOOK DATED 2015.

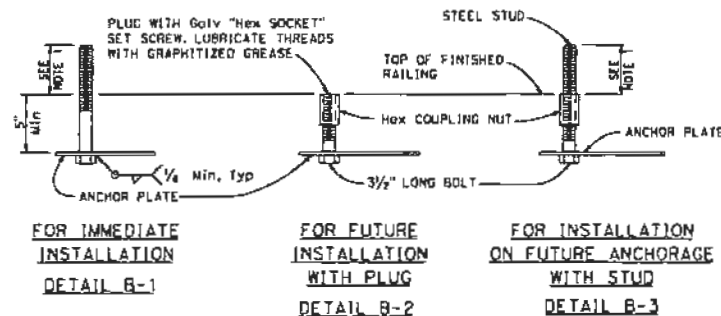
REVISED STANDARD PLAN RSP ES-7B

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

July 15, 2016
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA AND ITS OFFICERS
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
 THE ACCURACY OR COMPLETENESS OF SCANNED
 COPIES OF THIS PLAN SHEET.

REGISTERED CIVIL ENGINEER
 STATE OF CALIFORNIA
 No. 62791
 Exp. 3-31-18
 (111)

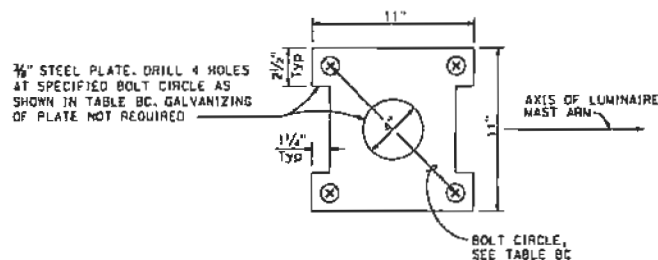
TO ACCOMPANY PLANS DATED _____



ELECTROLIER ANCHORAGES
DETAIL B

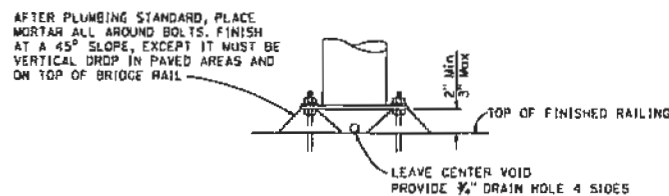
NOTES:

1. Anchor bolt or stud length shall be such that thread extends 1/2" maximum above nut on level base plate after grouting. See Detail N.
2. Electrolier anchor bolts shall be held in position for pouring by means of anchor plates and suitable templates. Deviation from the true position, vertical and height shall not exceed 1/8".
3. See railing sheets for reinforcement and structural details of electroliers and pull boxes.



ANCHOR PLATE
DETAIL A

TABLE BC				
TYPE	BC = BOLT CIRCLE	ANCHOR BOLT DIAMETER	COUPLING NUT BASIC LENGTH	SET SCREW LENGTH DETAIL B-2
15	1'-0"	1"	3"	1 1/2"
21		1 1/8"	3 3/4"	1 7/8"



GROUTING AT ELECTROLIER
DETAIL N

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
 (ELECTROLIER ANCHORAGE AND
 GROUTING FOR
 TYPE 15 AND TYPE 21
 BARRIER RAIL MOUNTED)**

NO SCALE
 RSP ES-6B DATED JULY 15, 2016 SUPERSEDES STANDARD PLAN ES-6B
 DATED OCTOBER 30, 2015 - PAGE 450 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP ES-6B

2015 REVISED STANDARD PLAN RSP ES-6B

	PUBLIC RIGHT OF WAY LINE
	PROPERTY LINE
	CHAIN LINK FENCE
	ORNAMENTAL METAL FENCE
	MASONRY BLOCK FENCE/RET. WALL
	RAILROAD TRACKS
	EDGE OF PAVEMENT
	STREET CENTERLINE
	STORM DRAIN
	SEWER LINE
	WATER LINE
	IRRIGATION LINE
	GAS LINE
	ELECTRIC UNDERGROUND LINE
	TELEPHONE UNDERGROUND LINE
	FIBER OPTIC LINE
	TRAFFIC SIGNAL LINE
	UNDERGROUND DUCT
	FUTURE FACILITY (S,SD,IRR,ETC.)
	STORM DRAIN INLET
	TEMPORARY S.D. INLET
	STORM DRAIN MANHOLE
	STORM DRAIN OUTFALL
	SEWER MANHOLE
	WATER VALVE
	UTILITY VAULT
	POWER / UTILITY POLE
	POWER POLE ANCHOR
	STREET LIGHT
	DRAINAGE DIRECTION
	SURFACE ELEVATION
	GRATE ELEVATION
	TOP OF STRUCTURE ELEVATION
	FLOWLINE ELEVATION
	TOP OF CURB ELEVATION

CONSTRUCTION LEGEND

Symbols for existing facilities on Plan Sheets

	SHEET LIMIT LINE
	EXISTING RW LINE
	NEW STORM DRAIN & SIZE
	EXISTING STORM DRAIN & SIZE
	NEW STORM DRAIN INLET
	EXISTING STORM DRAIN INLET
	NEW MANHOLE
	EXISTING MANHOLE
	NEW OUTFALL
	EXISTING OUTFALL

COVER SHEET LEGEND

Symbols for Project Overview / Sheet Index Map on Cover Sheet

	CONCRETE PIPE (OPT. CIPCP OR RCP)
	REINFORCED CONCRETE PIPE
	PVC/CMP/HDPE (AS APPLIC.)
	JACKING PIPE
	PIPE PROFILE VIEW (PROPOSED)
	PIPE PROFILE VIEW (EXISTING)
	NEW STORM DRAIN INLET
	NEW MANHOLE
	TEMP STORM DRAIN INLET
	ENGINEER'S STATION
	CONSTRUCTION SLOPE

NEW CONSTRUCTION LINE WORK

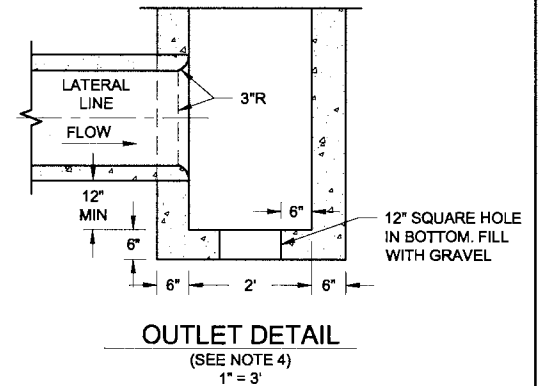
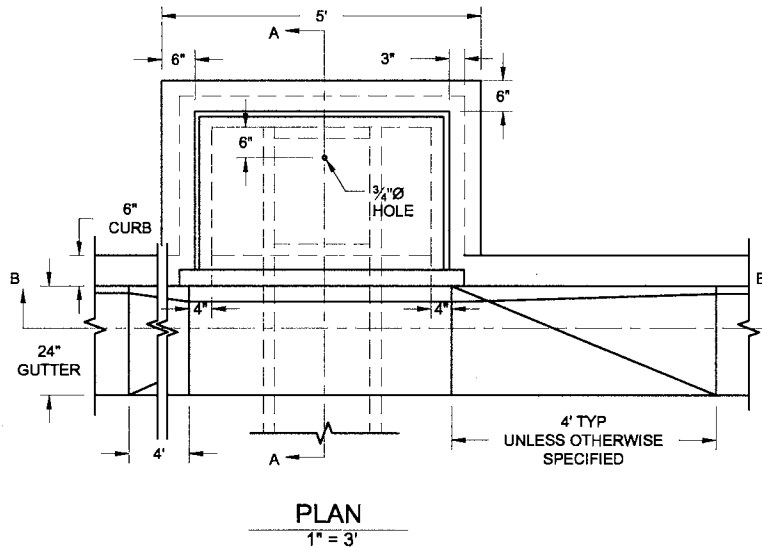
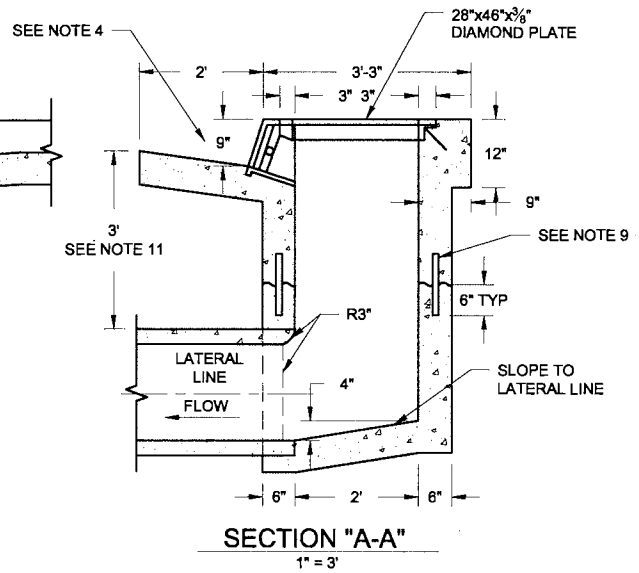
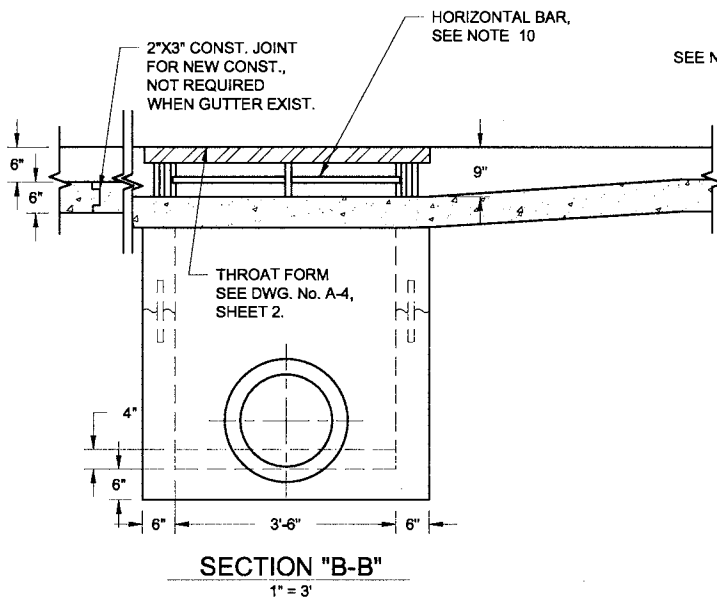
For Plan/Profile Sheet preparation

- CONSTRUCT XX" CONCRETE PIPE
- INSTALL XX LF OF XX" RCP, PVC, ETC. (AS APPLICABLE)
- CONSTRUCT TYPE " " CASE " " MANHOLE
- CONSTRUCT TYPE " " INLET
- BORE AND JACK XX LF OF XX" RGRCP CLASS V JACKING PIPE

NEW CONSTRUCTION CALLOUTS

For Plan/Profile Sheet preparation

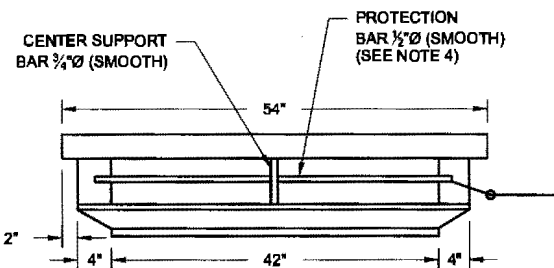
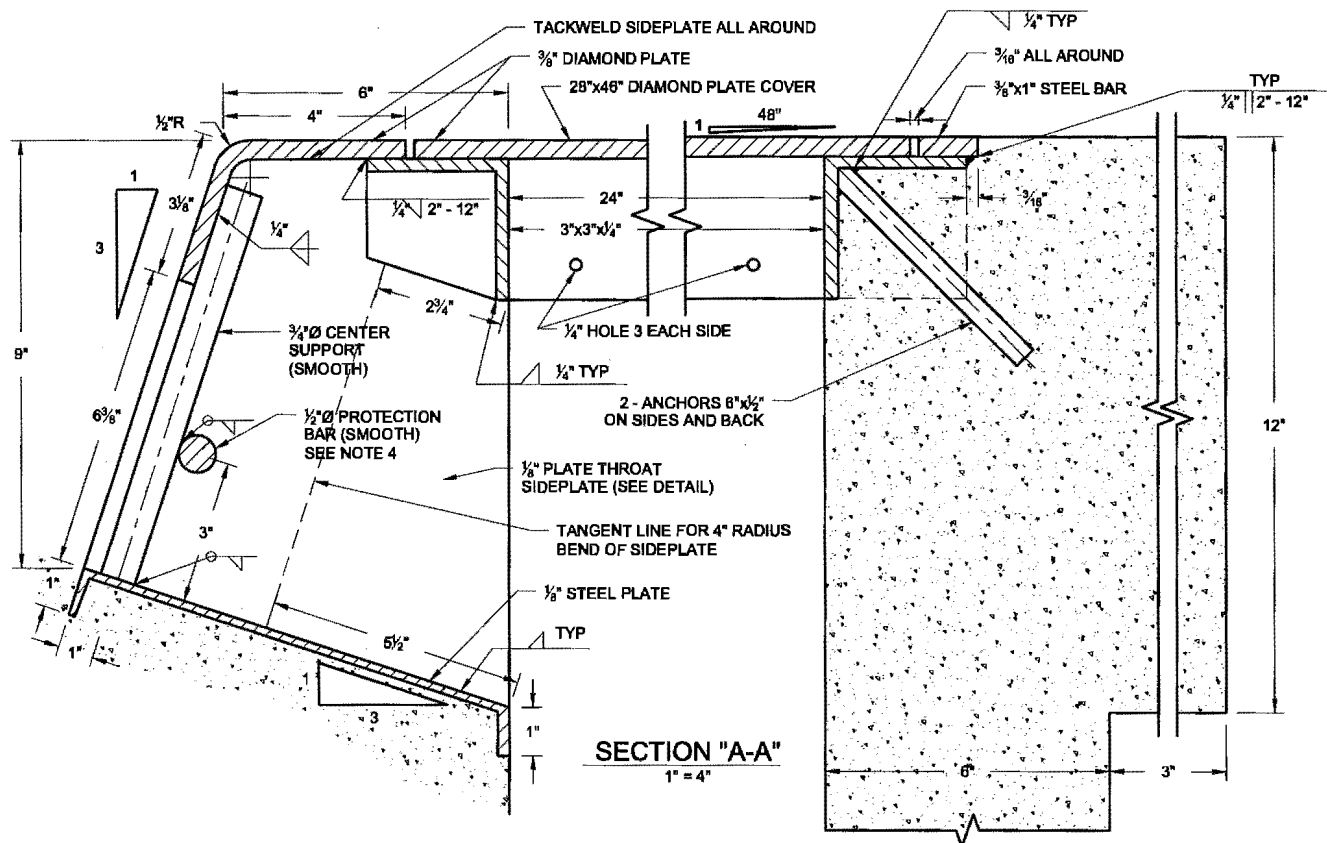
REVISIONS			FRESNO METROPOLITAN FLOOD CONTROL DISTRICT		LEGENDS FOR CONSTRUCTION DRAWINGS	
MARK	DATE	DESCRIPTION				
ADOPTED	4/1/2011		APPROVED BY:  DISTRICT ENGINEER		SCALE AS SHOWN	DRAWING No. <u>A</u> SHEET <u>1</u> OF <u>1</u>



NOTES:

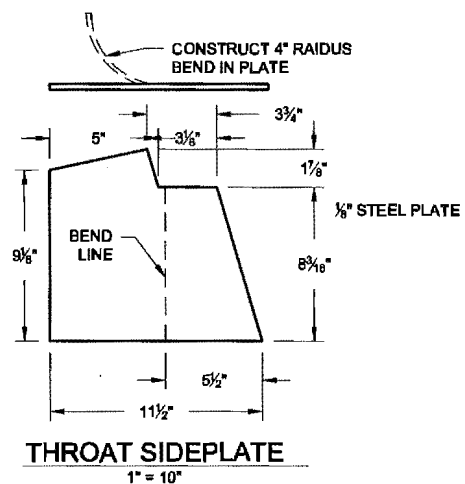
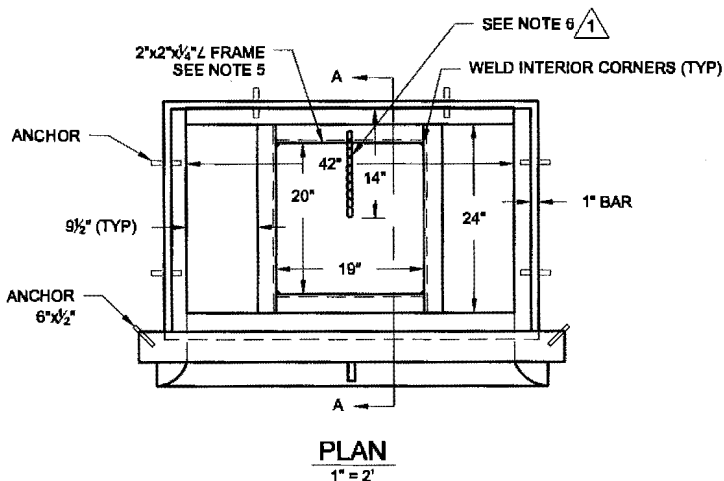
1. THE INLET MAY BE MODIFIED SLIGHTLY TO MATCH EXISTING IMPROVEMENTS, AS DIRECTED BY THE ENGINEER.
2. STRUCTURE SHALL BE CLASS "A" CONCRETE. EXPOSED SURFACES SHALL BE FINISHED AS PER CURB SPECIFICATIONS.
3. COST OF FRAME AND GRATE AND THROAT FORM SHALL BE INCLUDED IN PRICE OF INLET OR OUTLET.
4. WHEN EMPLOYED AS OUTLET, PLACE GUTTER CONCRETE TO 6" BELOW TOP OF CURB GRADE.
5. 4' CURB AND GUTTER WINGS SHALL BE INCLUDED IN THE PRICE OF THE INLET/OUTLET.
6. ADDITIONAL CURB AND GUTTER SHALL BE CONSTRUCTED OR RECONSTRUCTED ON EACH SIDE OF BOX AS INDICATED ON THE PLANS AND COST THEREOF SHALL BE INCLUDED IN PRICE OF INLET OR OUTLET.
7. FLOOR OF THE INLET SHALL SLOPE FROM ALL WALLS TO THE LATERAL LINE AND SHALL BE GIVEN A STEEL TROWELED FINISH.
8. AT THE CONTACT POINT BETWEEN THE LATERAL LINE AND THE INLET WALL A SMOOTH 3" RADIUS CURVE SHALL BE CONSTRUCTED.
9. IF INLET IS CONSTRUCTED IN A TWO STAGE POUR, PROVIDE A ROUGHENED CONSTRUCTION JOINT AND PLACE ONE No. 4 BAR 12" LONG IN EACH OF THE FOUR WALLS, AS SHOWN.
10. DELETE HORIZONTAL BAR WHERE SHOWN ON THE PROJECT PLANS OR SPECIFIED IN THE PROJECT SPECIAL PROVISIONS, OR WHERE USED AS AN OUTLET.
11. PIPE MINIMUM DEPTH MAY BE ADJUSTED BY THE DESIGNER OR ENGINEER. MAY REQUIRE PIPE CLASS CHANGE OR SPECIAL BACKFILL.

REVISIONS			FRESNO METROPOLITAN FLOOD CONTROL DISTRICT	TYPE "D" INLET/OUTLET FOR 6" CURB & GUTTER
MARK	DATE	DESCRIPTION		
ADOPTED	4/1/2011		APPROVED BY: <i>[Signature]</i> DISTRICT ENGINEER	SCALE AS SHOWN
			DATE 4-1-11	DRAWING No. A-4 SHEET 1 OF 2



NOTES:

1. ALL DIMENSIONS ARE FINISHED DIMENSIONS
2. ALL PARTS SHALL BE STRUCTURAL GRADE STEEL.
3. ALL EXPOSED METAL PARTS SHALL BE PAINTED OR DIPPED WITH A BLACK ASPHALTUM PAINT OR OTHER COATING APPROVED BY THE ENGINEER.
4. DELETE HORIZONTAL BAR WHERE SHOWN ON THE PROJECT PLAN OR SPECIFIED IN THE PROJECT SPECIAL PROVISIONS OR WHERE USED AS AN OUTLET.
5. INSTALL FRAME AFTER INLET IS CONSTRUCTED. TOP SURFACE TO BE FLUSH W/INLET FRAME. WELD TO INLET FRAME ON UNDERNEATH SIDE.
6. SECURE DIAMOND PLATE COVER TO FRAME BY WELDING SECURITY CHAIN TO COVER AND FRAME AS DIRECTED BY ENGINEER. CHAIN SUPPLIED BY DISTRICT.



REVISIONS

MARK	DATE	DESCRIPTION
1	1-1-12	NOTE ADDED

ADOPTED

4/1/2011

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT

APPROVED BY:

[Signature] 1-1-12
DISTRICT ENGINEER DATE

TYPE "D" INLET THROAT FORM & FRAME FOR 6" CURB & GUTTER

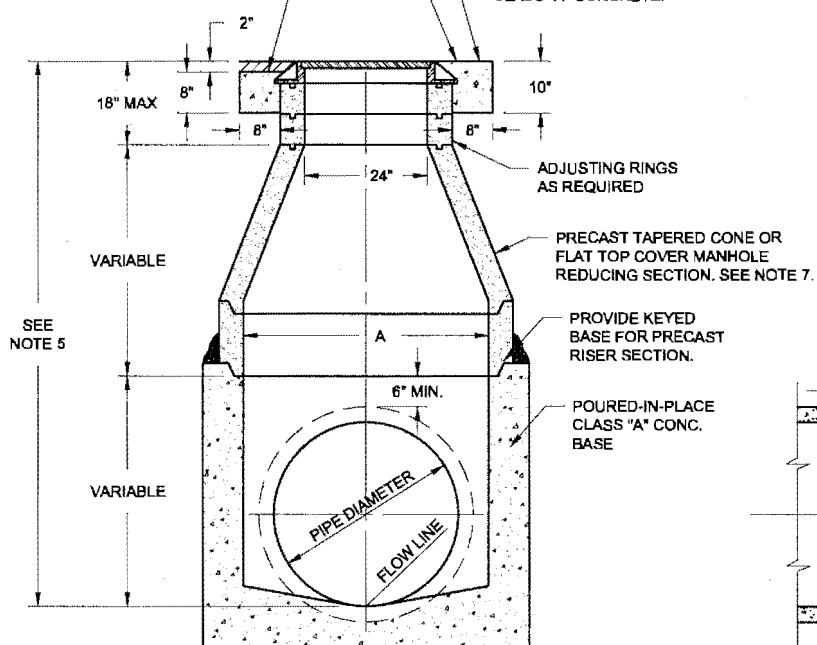
SCALE
AS SHOWN

DRAWING No. A-4
SHEET 2 OF 2

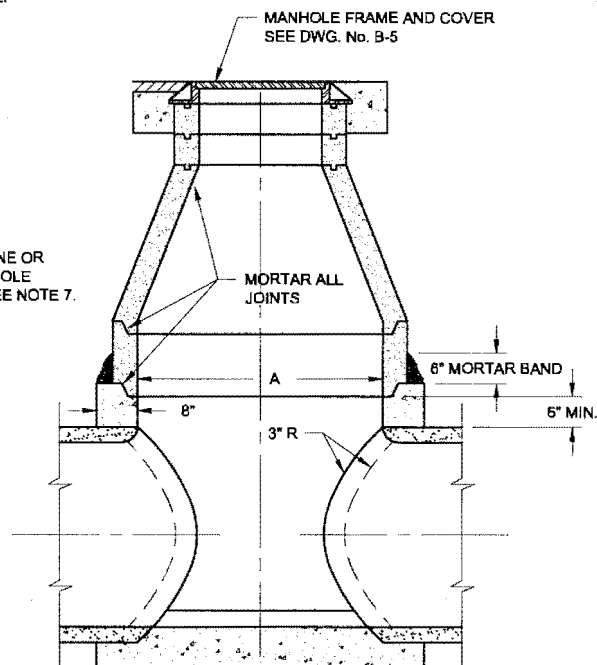
CONC. COLLAR 2" BELOW COVER,
2" A.C. FLUSH WITH COVER
IN A.C. PAVED INSTALLATIONS.

CONC. COLLAR FLUSH WITH COVER
FOR CONC. PAVEMENT INSTALLATIONS.

POURED-IN-PLACE CONC.
COLLAR, FULL CIRCUMFERENCE.
CLASS "A" CONCRETE.



SECTION "A-A"
N.T.S.



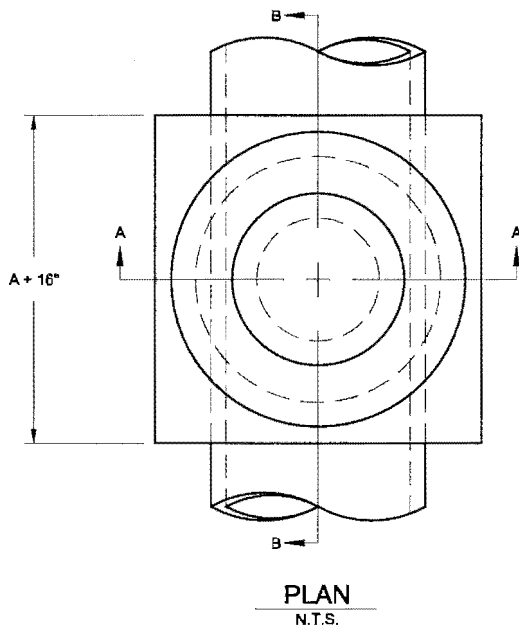
SECTION "B-B"
N.T.S.

STANDARD MANHOLE

CASE I	A = 48"
CASE II	A = 60"
CASE III	A = 72"

NOTES:

1. PRECAST PIPE, ADJUSTING RINGS AND TAPERED OR FLAT TOP SECTIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH A.S.T.M. C-478, USING TYPE II CEMENT.
2. THE JOINT BETWEEN THE PRECAST RISER AND POURED-IN-PLACE CONCRETE RISER AND BASE, AND ALL JOINTS BETWEEN PRECAST SECTIONS INCLUDING GRADE RINGS SHALL BE MORTARED.
3. PROVIDE 6" MORTAR BAND AROUND EXTERIOR OF RISER-TO-BASE JOINT.
4. INTERIOR OF THE MANHOLE SHALL HAVE A SMOOTH TROWELED SURFACE.
5. IF THE DISTANCE BETWEEN THE FLOW LINE OF THE MANHOLE AND THE FINISH GRADE OF THE LID IS GREATER THAN OR EQUAL TO 12 FEET, THE MANHOLE IS TO BE CONSTRUCTED WITH STEPS, AS SHOWN ON DRAWING No. B-4.
6. MANHOLES SHALL BE CONSTRUCTED PER SECTION 23 OF THE FMFCD STANDARD SPECIFICATIONS.
7. WHERE GATE VALVE OR STEPS ARE SHOWN ON THE PLANS TO BE INSTALLED, USE ECCENTRIC REDUCING SECTION PER DRAWING No. B-4 OR G-5, SHT 2.

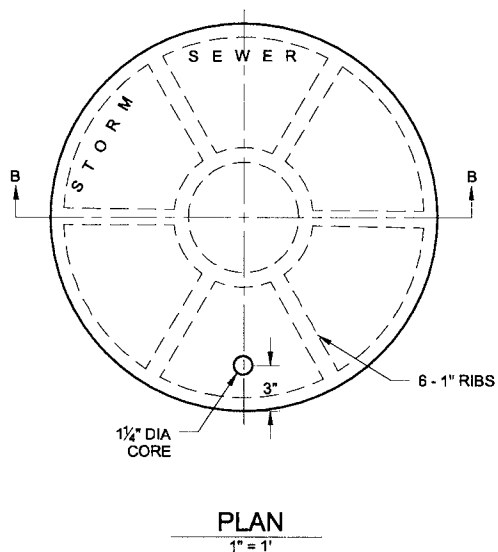
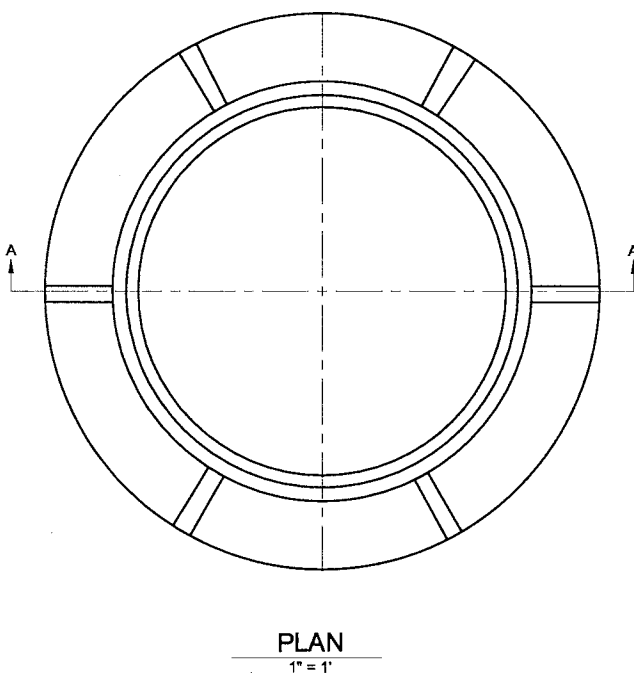
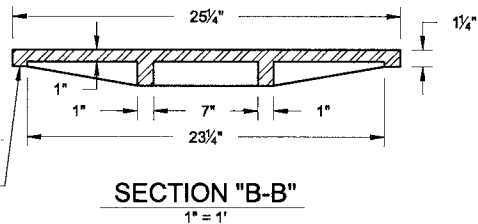
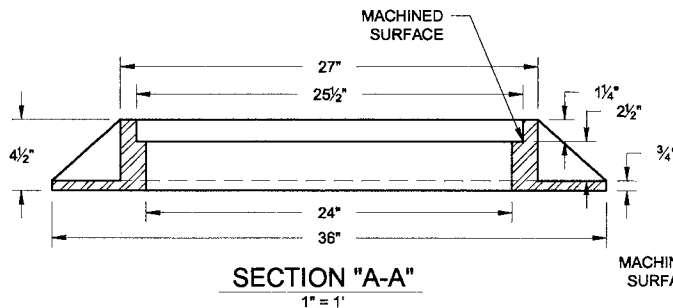


PLAN
N.T.S.

REVISIONS		
MARK	DATE	DESCRIPTION
ADOPTED	4/1/2011	

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT	
APPROVED BY:	
DISTRICT ENGINEER	4-1-11

TYPE "A" MANHOLE CASE I, II & III	
SCALE AS SHOWN	DRAWING No. B-1 SHEET 1 OF 3



MANHOLE FRAME

MANHOLE COVER

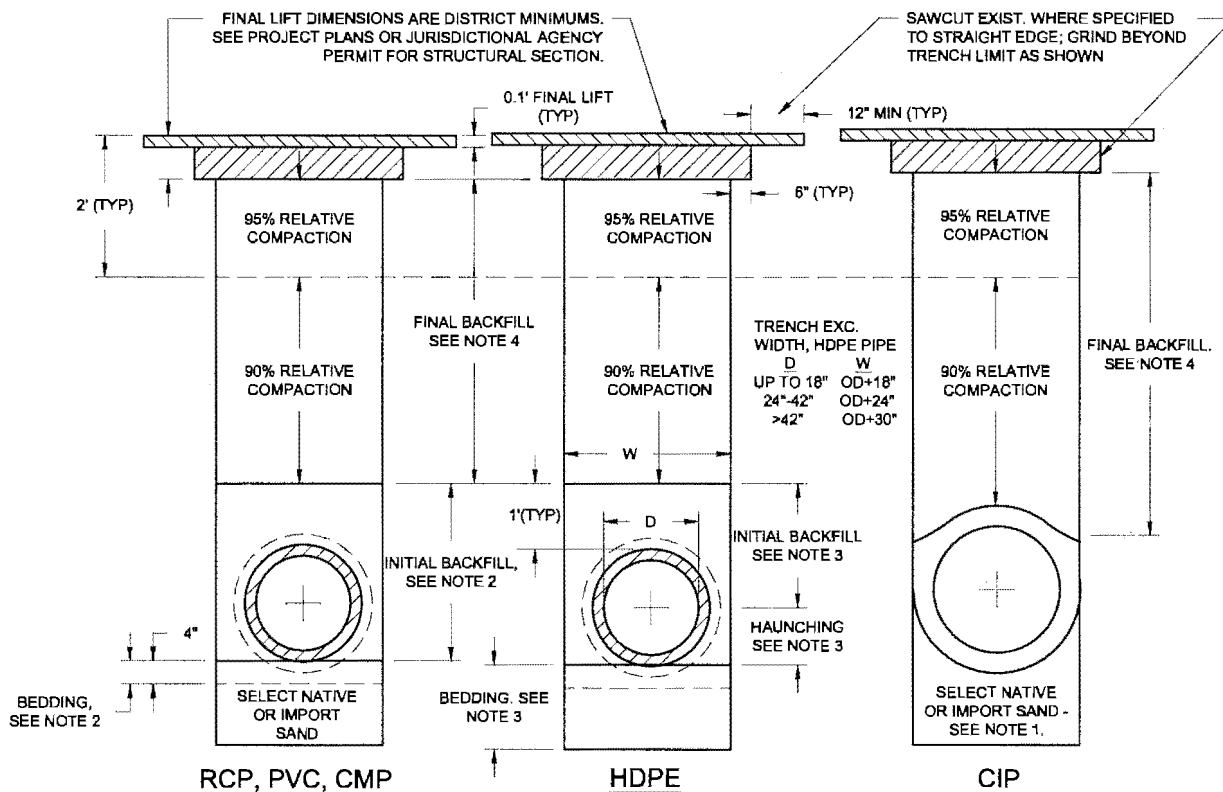
NOTES:

1. ALL DIMENSIONS ARE FINISHED DIMENSIONS.
2. MATERIAL SHALL BE CAST IRON.
3. FRAME AND COVER TO BE CONSTRUCTED IN ACCORDANCE WITH A.S.T.M. DESIGNATION A48, CLASS 25.
4. MANHOLE COVER DESIGN, AS A MINIMUM, IS TO HAVE THE WORDS "STORM SEWER" OR "STORM DRAIN" MOLDED INTO THE COVER.

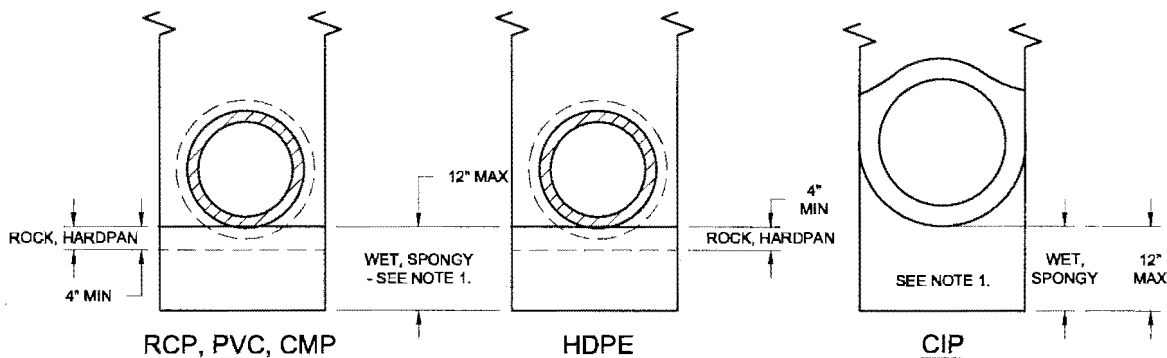
REVISIONS		
MARK	DATE	DESCRIPTION
ADOPTED	4/1/2011	

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT	
APPROVED BY:	
	
DISTRICT ENGINEER	DATE 4-1-11

MANHOLE FRAME & COVER	
SCALE AS SHOWN	DRAWING No. B-7 SHEET 1 OF 1



BEDDING, BACKFILL REQUIREMENTS



OVER-EXCAVATION REQUIREMENTS, UNSUITABLE-UNSTABLE TRENCH BOTTOM*
*REFER SECTION 14-3, FMFCD STANDARD SPECIFICATIONS

NOTES:

1. *WHERE WET, SPONGY, OTHER UNSUITABLE MATERIAL ENCOUNTERED, OVER-EXCAVATE 12" AND BACKFILL AS SHOWN.
2. BEDDING AND INITIAL BACKFILL FOR RCP, PVC, CMP PIPE SHALL BE SELECT NATIVE SANDY MATERIAL, 8-INCH LIFTS, 90% COMPACTION. REFER TO FMFCD STANDARD SPECIFICATIONS.
3. BEDDING, HAUNCHING AND INITIAL BACKFILL HDPE PIPE SHALL BE CL. IA, IB, II, OR III PER A.S.T.M. D2321, 6-INCH LIFTS, 90% COMPACTION. REFER TO FMFCD STANDARD SPECIFICATIONS.
4. FINAL BACKFILL SHALL BE SELECT NATIVE MATERIAL, 8-INCH LIFTS UNLESS OTHERWISE APPROVED BY THE ENGINEER, 90% COMPACTION, EXCEPT TOP 2 FT. TO BE 95% COMPACTION.

REVISIONS			FRESNO METROPOLITAN FLOOD CONTROL DISTRICT		TRENCH EXCAVATION, BACKFILL, SURFACE RESTORATION	
MARK	DATE	DESCRIPTION				
ADOPTED	4/1/2011		APPROVED BY: <i>[Signature]</i>		SCALE AS SHOWN	
			DISTRICT ENGINEER		DRAWING No. G-1	
			DATE 4-1-11		SHEET 1 OF 1	

ENCROACHMENT PERMIT

THIS AGREEMENT is made this _____ day of _____
between RIVERDALE IRRIGATION DISTRICT, herein designated as "District" and _____
_____, herein designated as "Landowner".

WITNESSETH:

District hereby grants to Landowner permission to encroach on its ditch right-of-way known as the _____ Ditch at a point designated as follows: _____
_____ for the purpose of installation of a pipeline under District's canal for the conveyance of water on the following terms and conditions:

1. The installation of said pipe shall be at the point designated by District's representative.
2. The installation of the top of the pipe shall be made at a depth of not less than three feet below the bottom of the ditch and in accordance with further specifications prepared by Landowner and approved by District's Engineer.
3. The installation work shall be inspected by District's representative and shall not be accepted as satisfactory until approval has been given by such representative.
4. Landowner agrees to be responsible for the condition of the excavated banks for a period of five (5) years after acceptance of work and agrees to hold the District harmless from any loss, damages, or liability resulting therefrom.
5. Landowner further agrees to hold District harmless from any loss or damages occasioned by reason of the granting of this permit or the operation of his pipeline. The pipeline shall at all times be maintained in a good condition by Landowner and for failure thereof to do so, this permit may be terminated, after thirty (30) days' written notice is given by District to Landowner with the condition that such maintenance or repair work will not interfere with the District's irrigation water run in said ditch.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

RIVERDALE IRRIGATION DISTRICT

LANDOWNER

Leonard Acquistapace, President

By: _____

Title: _____

WITNESS

DATE: _____

DATE: _____

CONTRACTOR REQUEST FOR CLARIFICATION
RIVERDALE PEDESTRIAN IMPROVEMENTS
VARIOUS LOCATIONS IN RIVERDALE
CONTRACT NUMBER: 17-10-C

Requests for clarification of the plans and specifications regarding this project shall be submitted on this form. Any change or clarification of the project plans and specifications shall be in the form of a written addendum issued to planholders of record. Contractors requesting clarification shall complete the following:

Fax form to (559) 600-4399 or e-mail to DesignServices@co.fresno.ca.us

FIRM NAME: _____

SENDER / CONTACT NAME: _____

MAILING ADDRESS: _____

BUSINESS PHONE: (____) _____ FAX NUMBER: (____) _____ Zip Code _____

Drawing No.:	Spec Section:

Question Type or print one question below

Response

The following section is for County use only.

Response By: _____ Date: _____

Included in Addendum No. _____ Date: _____

Date Received: _____ Time Received: _____ am / pm RFC Number: _____

This form may be removed from the project specifications and/or reproduced as needed.

Contract Number 17-10-C

BID BOOK

RIVERDALE PEDESTRIAN IMPROVEMENTS

VARIOUS LOCATIONS IN RIVERDALE

FEDERAL PROJECT NUMBER: ATPL-5942(256)

BUDGET / ACCOUNT: 4510 / 7370



Department of Public Works and Planning

CONTRACT NUMBER: 17-10-C

COPY NUMBER:

BID BOOK TABLE OF CONTENTS

RIVERDALE PEDESTRIAN IMPROVEMENTS

CONTRACT NUMBER: 17-10-C

PROPOSAL NUMBER	TITLE
NOT APPLICABLE	INSTRUCTIONS FOR COMPLETING THE BID BOOK
1	PROPOSAL TO THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO
2	BID ITEM LIST/BID SHEET
3	EVALUATION OF BID PROPOSAL SHEETS
4	BID SECURITY
5	NONCOLLUSION AFFIDAVIT
6	PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT
7	PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE AND PUBLIC CONTRACT CODE 10232 STATEMENT
8(A) – 8(F)	SUBCONTRACTORS
9	CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS
10	TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION CERTIFICATION
11	NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS
12(A) – 12(B)	DISCLOSURE OF LOBBYING ACTIVITIES
13(A) – 13(B)	EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)
14(A) – 14(C)	EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS
15	NOT USED
16	GUARANTY

INSTRUCTIONS FOR COMPLETING THE BID BOOK FOR FEDERAL AID PROJECTS

General

Complete forms in the *Bid* book.

Submit your bid:

1. Under sealed cover
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.

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 sheets are identified by title and by the letter "P" followed by the number assigned to the proposal sheet in question. Proposal sheets are included in the *Bid Book*.

Proposal 1 - Proposal to the Board of Supervisors of Fresno County

Provided for information.

Proposal 2 - Bid Proposal Sheet

One or more sheet(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.

Proposal 3 - Evaluation of Bid Proposal Sheet

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

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.

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.

Proposal 5 - Noncollusion Affidavit

Must be completed, signed, and returned with bid.

Proposal 6 - Public Contract Code Section 10285.1 Statement

Check "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.

Proposal 7 - Public Contract Code Section 10162 Questionnaire And Public Contract Code 10232 Statement

Check: "yes" or "no" accordance with instructions on form, include explanation if "yes" is checked. Return completed form with bid. Note that signing the bid constitutes signing this questionnaire and statement.

Proposal 8(a) through Proposal 8(f) - Subcontractors

Sheet(s) 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 Cont Code § 4100 et seq.).

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

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

Proposal 9 - 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.

Proposal 10 - Title 49, Code of Federal Regulations, Part 29 Debarment And Suspension Certification

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

Proposal 11 – Non-lobbying Certification for Federal-Aid Contracts

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

Proposal 12(a) through Proposal 12(b) - Disclosure of Lobbying Activities

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

Proposal 13(a) through Proposal 13(b) - Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)

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

Proposal 14(a) through Proposal 14(c) - Exhibit 15-H DBE Information — Good Faith Efforts

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

Proposal 15 - *Not Used*

Proposal 16 - *Guaranty*

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

PROPOSAL TO THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO

hereinafter called the Owner

RIVERDALE PEDESTRIAN IMPROVEMENTS

VARIOUS LOCATIONS IN RIVERDALE

FEDERAL PROJECT NUMBER: ATPL-5942(256)

CONTRACT NO. 17-10-C

The work embraced herein shall be done in accordance with the 2015 Standard Specifications and with the 2015 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. 11253, entitled: "Riverdale Pedestrian Improvements, Various Locations in Riverdale".

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 he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees if this proposal is accepted, that he 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 he will take in full payment therefor the following unit prices, to-wit:

Proposal 1
Contract Number 17-10-C

PROJECT: RIVERDALE PEDESTRIAN IMPROVEMENTS

CONTRACT NO: 17-10-C

BID ITEM NO.	ITEM NO.	ESTIMATED QUANTITY	F/S	UNIT OF MEASURE	ITEM	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES) (IN
550205A	1	1		LS	PREFABRICATED STEEL PEDESTRIAN BRIDGE	\$31,855.00	\$31,855.00
120100	2	1	S	LS	TRAFFIC CONTROL SYSTEM	10,300.00	10,300.00
120081A	3	2		EA	CONSTRUCTION PROJECT FUNDING SIGN	1,000 -	2,000.00
130100	4	1		LS	JOB SITE MANAGEMENT	2,500 -	2,500
130200	5	1	S	LS	PREPARE WATER POLLUTION CONTROL PROGRAM	500 -	500 -
180310	8	1	S	LS	SHEET PILE COFFERDAM	20,000 -	20,000 -
170103	7	1		LS	CLEARING AND GRUBBING	10,300	10,300 -
180101	8	291	F	CY	ROADWAY EXCAVATION	125 -	36,375 -
192003	9	31	F	CY	STRUCTURE EXCAVATION (BRIDGE)	150 -	4,650 -
193003	10	18	F	CY	STRUCTURE BACKFILL (BRIDGE)	250 -	4,500 -
205082	11	10		EA	INSTALL ROOT BARRIER	\$400.00	\$4,000.00
220101	12	1		LS	FINISHING ROADWAY	14,260	14,260 -
280203	13	212		CY	CLASS 2 AGGREGATE BASE	145 -	30,740 -
390136	14	214		TON	MINOR HOT MIX ASPHALT	175 -	37,450 -
390200	15	50		SY	COLD PLANE ASPHALT CONCRETE PAVEMENT	125 -	6,250 -
510051	16	8	F	CY	STRUCTURAL CONCRETE, BRIDGE FOOTING	\$1,000.00	\$6,000.00
510053	17	11	F	CY	STRUCTURAL CONCRETE, BRIDGE	\$1,850.00	\$20,350.00
510054	18	5	F	CY	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	\$1,200.00	\$6,000.00
510502	19	1		EA	MINOR CONCRETE (MINOR STRUCTURE) (STORM DRAIN INLET TYPE "D")	6,000 -	6,000 -
520101	20	1224		LB	BAR REINFORCEMENT STEEL	2.50	3,060 -
520102	21	1803		LB	BAR REINFORCEMENT STEEL (BRIDGE)	3.50	5,610.50
550205A	22	1	F	LS	INSTALL PREFABRICATED STEEL PEDESTRIAN BRIDGE	7,000 -	7,000 -
650309	23	12		LF	15" REINFORCED CONCRETE PIPE (CLASS III)	800 -	9,600 -
707225	24	1		EA	48" PRECAST CONCRETE PIPE MANHOLE (STORM DRAIN MANHOLE, TYPE "A", CASE 1)	7,000 -	7,000 -
710212	25	1		EA	ADJUST MANHOLE TO GRADE	\$1,200.00	\$1,200.00
730010	26	51		LF	MINOR CONCRETE (CURB FA)	\$40.00	\$2,040.00
730045	27	146		SY	MINOR CONCRETE (VALLEY GUTTER)	\$125.00	\$18,250.00
730070	28	9		EA	DETECTABLE WARNING SURFACE	\$400.00	\$3,600.00
731504	29	788		LF	MINOR CONCRETE (CURB AND GUTTER)	\$45.00	\$35,460.00
731510	30	142		SY	MINOR CONCRETE (DRIVEWAY)	\$100.00	\$14,200.00
731521	31	824		SY	MINOR CONCRETE (SIDEWALK)	\$65.00	\$40,560.00
731823	32	232		SY	MINOR CONCRETE (CURB RAMP)	\$110.00	\$25,520.00
731850	33	170		SY	REMOVE CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY AND CURB RAMP)	85 -	14,450 -
750001	34	1	F	EA	MISCELLANEOUS METAL (SIDEWALK DRAIN)	\$700.00	\$700.00
800340	35	4		LF	CHAIN LINK FENCE (TYPE CL-5)	300.00	1,200 -
802340	36	1		EA	8" CHAIN LINK GATE (TYPE CL-5)	2500 -	2500 -
820132	37	2		EA	OBJECT MARKER (TYPE L)	\$80.00	\$160.00
820134	38	2		EA	OBJECT MARKER (TYPE P)	\$80.00	\$160.00
820840	39	12		EA	ROADSIDE SIGN - ONE POST (METAL)	\$450.00	\$5,400.00
840515	40	540	S	SF	THERMOPLASTIC PAVEMENT MARKING	\$6.00	\$3,240.00
848025	41	159		SF	REMOVE PAINTED PAVEMENT MARKING	\$3.50	\$556.50
870800A	42	2		EA	RADAR SPEED FEEDBACK SIGN	\$9,000.00	\$18,000.00
999990	43	1		LS	MOBILIZATION	\$24,000.00	\$24,000.00
TOTAL (ITEMS 1-43)						497,497.00	

CONTRACT NUMBER 17-10-C

PROPOSAL 2

EVALUATION OF BID PROPOSAL SHEETS

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.

Proposal 3
Contract Number 17-10-C

Accompanying this proposal is security (check one only) in amount equal to at least ten percent (10%) of the total amount of the bid:

Bid Bond (x); Certified Check (); Cashier's Check (); Cash (\$)

Bidder has and acknowledges the following addenda: 1

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

FIRM NAME AVISON CONSTRUCTION INC.

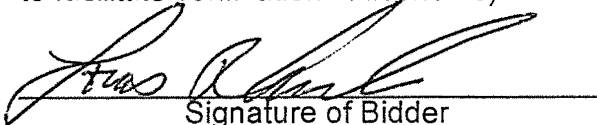
LOUIS R. AVILA - PRESIDENT

KELLY AVILA - SECRETARY / TREASURER

CURTIS SHORT - GENERAL MANAGER

Licensed in accordance with an act providing for the registration of Contractors,
Class A License No. 823535 Expires 5/31/19

(Furnishing Contractor License information as part of this proposal is optional and is requested to facilitate verification of licensure)


Signature of Bidder

8/31/17
Dated

LOUIS R. AVILA - PRESIDENT

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, his 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.

BUSINESS ADDRESS: 40434 BRICKYARD DRIVE, MADERA, CA 93636
Zip Code

MAILING ADDRESS: 40434 BRICKYARD DRIVE, MADERA, CA 93636
Zip Code

BUSINESS PHONE: (559) 431-0317 FAX NUMBER: (559) 431-0321

EMAIL ADDRESS LAVILA @ AVISONINC.COM

Proposal 4
Contract Number 17-10-C

Federal Project Number: ATPL-5942(256)

To the Board of Supervisors, County of Fresno:

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID *

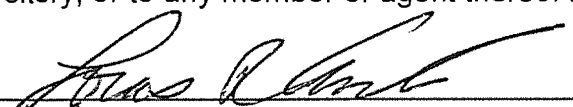
LOUIS R. AVELA
(Printed or Typed Name)

being first duly sworn, deposes and says that he or she is

PRESIDENT
(Owner, Partner, Corporate Officer (list title), Co-Venturer)

of AVESON CONSTRUCTION INC.
(Bidding Entity)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.


(Signature) LOUIS R. AVELA - PRESIDENT

8/31/17
(Dated)

(Title 23 United States Code Section 112)

(Calif Public Contract Code Section 7106; Stats.1988, c. 1548, Section 1.)

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

Proposal 5
Contract Number 17-10-C

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

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

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. 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

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?

Yes _____ No X

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

Public Contract Code 10232 Statement

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

Note: The above Statement and Questionnaire are part of the 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.

Proposal 7
Contract Number 17-10-C

BIDDER: ANDSON CONSTRUCTION INC.

SUBCONTRACTORS:

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total bid presented herewith or \$10,000, whichever is greater. one-half of one percent of the total bid presented herewith. Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board. Submission of subcontractor's name, location of business and description of work, and their contractor's license number is 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: CHRISP COMPANY

Business Address: 1001 STOKES AVE, STOCKTON, CA 95215

Class A, C-B, C-32 License No. 374600 DIR Registration No. 100000306

Item No. or Description of Work: 37, 38, 39, 40, 41

Dollar Amount or Percentage of Total Bid \$ 9,176.50

Email Address STSTOMMEL @ CHRISPCO.COM

SUBCONTRACTOR: Harris Rebar

Business Address: 1384 JACKSON AVE FRESNO CA - 93703

Class C-50 License No. 695035 DIR Registration No. 1000002339

Item No. or Description of Work: Rebar

Dollar Amount or Percentage of Total Bid 10,001.00

Email Address JThomas @ Harrisrebar. Com

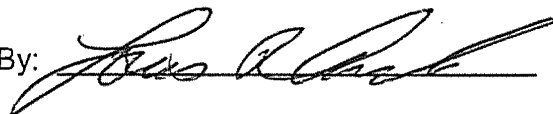
Proposal 8(a)

Contract Number 17-10-C

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

The bidder x, proposed subcontractor , hereby certifies that he has x, has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has x, has not , 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.

AVISON CONSTRUCTION INC.
(Company)

By: 

PRESIDENT - LOUIS R. AVILA
(Title)

Date: 8/31/17

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

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

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

Proposal 9
Contract Number 17-10-C

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

The bidder X, 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 there are any exceptions to this certification, insert the exceptions in the following space:

(X) No Exceptions

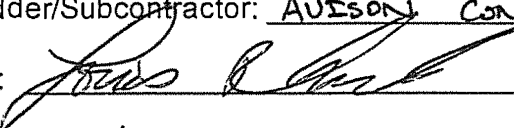
Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

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

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

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

Bidder/Subcontractor: AVESON CONSTRUCTION INC.

By: 

Date: 8/31/17

Title: PRESIDENT - LOUIS R. AVELA

Proposal 10
Contract Number 17-10-C

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

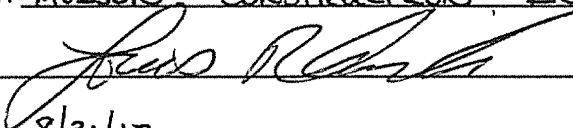
The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

Bidder: AVISON CONSTRUCTION, INC.

By: 

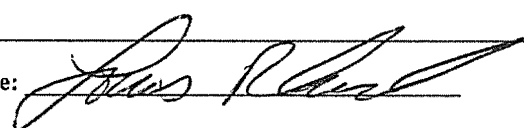
Date: 8/31/17

Title: PRESIDENT - LOUIS R. AVELA

Proposal 11
Contract Number 17-10-C

Disclosure of Lobbying Activities

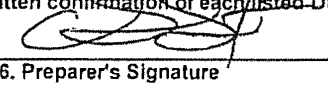
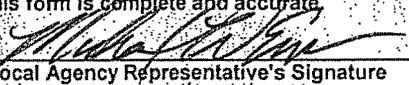
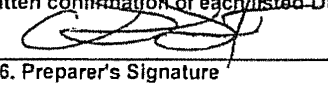
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature:  Print Name: <u>LOUIS R. AVILA</u> Title: <u>PRESIDENT</u> Telephone No.: <u>554-431-0317</u> Date: <u>8/31/17</u>
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Proposal 12(a)
Contract Number: 17-10-C

Exhibit 15-G Construction Contract DBE Commitment

1. Local Agency: County of Fresno 2. Contract DBE Goal: 8%
 3. Project Description: Riverdale Pedestrian Improvements
 4. Project Location: Riverdale, CA
 5. Bidder's Name: Avison Construction, Inc. 6. Prime Certified DBE: ☒ 7. Bid Amount: \$497,497
 8. Total Dollar Amount for ALL Subcontractors: \$19,177.50 9. Total Number of ALL Subcontractors: 2

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
	SEE ATTACHED DETAIL	41800	Avison Construction, Inc. 40434 Brickyard Dr. Madera, CA 93636 559.431.0317	\$478,319.50
Local Agency to Complete this Section				\$ 478,319.50
21. Local Agency Contract Number: <u>17-10-C</u>				15. TOTAL CLAIMED DBE PARTICIPATION % 96
22. Federal-Aid Project Number: <u>ATPL-5942(256)</u>				
23. Bid Opening Date: <u>8/31/17</u>				IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 
24. Contract Award Date: <u>9/12/17</u>				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
25. Local Agency Representative's Signature 		26. Date <u>9/7/17</u>		16. Preparer's Signature 
27. Local Agency Representative's Name <u>MICHAEL W. ERVIN</u>		28. Phone <u>(559) 600-4516</u>		17. Date <u>9/5/2017</u>
29. Local Agency Representative's Title <u>STAFF ANALYST</u>				18. Preparer's Name <u>Curtis Short</u>
				19. Phone <u>559.431.0317</u>
				20. Preparer's Title <u>General Manager</u>

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654 6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS**DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. _____ Bid Opening Date _____

The _____ County of Fresno _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

(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 his bid.)

GUARANTY

To the Owner: County of Fresno

RIVERDALE PEDESTRIAN IMPROVEMENTS

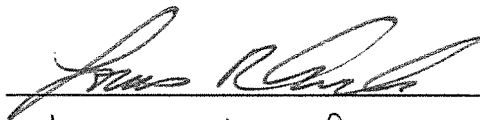
CONTRACT NUMBER: 17-10-C

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

ALL WORK

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

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



Louis R. Avila, President

Date: 9/20/17

Contractor: Avison Construction, Inc.

Proposal 16
Contract Number: 17-10-C

AGREEMENT

THIS AGREEMENT made at Fresno, in Fresno County, California, by and between Avison Construction, Inc. hereinafter called the Contractor, and the County of Fresno hereinafter called the Owner.

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:

RIVERDALE PEDESTRIAN IMPROVEMENTS

VARIOUS LOCATIONS IN RIVERDALE

FEDERAL PROJECT NUMBER: ATPL-5942(256)

CONTRACT NUMBER: 17-10-C

All in strict compliance with the plans, drawings and specifications therefor prepared by the Owner, and other contract documents relating thereto.

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

All portions of the Standard Specifications of the State of California, Department of Transportation, dated 2015, which are not in conflict with this contract shall be deemed a part of the specifications as though fully therein set forth; provided, however, that revisions to the said Standard Specifications shall apply only to the extent, if any, included in the Project Details of these specifications or as otherwise incorporated directly herein. No part of said specifications which is in conflict with any portion of this agreement, or which is not actually descriptive of the work to be done thereunder, or of the manner in which said work is to be executed, shall be considered as any part of this agreement, but shall be utterly null and void.

ARTICLE III. The Owner agrees to pay the Contractor in current funds for the performance of the contract the sum of **FOUR HUNDRED NINETY-SEVEN THOUSAND FOUR HUNDRED NINETY-SEVEN DOLLARS AND 00/100 (\$497,497.00)** 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 should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the

PROJECT: RIVERDALE PEDESTRIAN IMPROVEMENTS

provisions of the contract, or if he 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 should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, then the Owner may, upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract, and unless within five 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 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 his 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, 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 shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

ARTICLE V. With respect to any work required to be done under this contract, the Contractor will indemnify and hold harmless the IRRIGATION DISTRICT, COUNTY OF FRESNO, STATE OF CALIFORNIA, UNITED STATES OF AMERICA, CONSULTANTS, VENDOR 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 County, 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 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents or employees under this Agreement. In addition, CONTRACTOR agrees to indemnify COUNTY 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 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, 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.

PROJECT: RIVERDALE PEDESTRIAN IMPROVEMENTS

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY 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, Inc. rating of A and FSC VIII or better.

The Certificate of Insurance shall be issued in duplicate, 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 COUNTY 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 COUNTY'S right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits not less than those shown in the following table:

Liability Insurance Requirements

Total bid	For each occurrence ^a	Aggregate for products/completed operation	General aggregate ^b	Umbrella or excess liability ^c
≤ \$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
> \$1,000,000				
≤ \$10,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
> \$10,000,000				
≤ \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
> \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000

^aCombined single limit for bodily injury and property damage.

^bThis limit must apply separately to your work under this Contract.

^cThe 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. COUNTY 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.

PROJECT: RIVERDALE PEDESTRIAN IMPROVEMENTS

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 are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, 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 COUNTY. CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance policy naming COUNTY as an additional insured and providing for a thirty (30) day prior written notice of cancellation or change in terms or coverage.

Within eight (8) days from date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Design Division, 2220 Tulare Street, 6th Floor, Fresno, CA 93727, 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 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 COUNTY.

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 are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, 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 COUNTY.

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 should include owned and non-owned vehicles used in connection with this Agreement and all applicable endorsements.

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 3 year tail coverage.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

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

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

PROJECT: RIVERDALE PEDESTRIAN IMPROVEMENTS

ARTICLE VI. Contractor represents that he 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 so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in duplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten days notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure should be provided the Owner.

ARTICLE VII. The Contractor shall forthwith furnish in duplicate, a faithful performance bond in an amount equal to 100% of the contract price and a payment bond in an amount equal to 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 his 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. Governing Law – Venue for any action arising out of or relating to this Agreement shall be in Fresno County, California. This Agreement shall be governed by the laws of the State of California

ARTICLE IX: USE OF UNITED STATES FLAG VESSELS: The Contractor agrees:

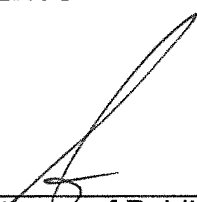
(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent 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.

This Contract, 17-10-C was awarded by the Board of Supervisors on September 12, 2017. 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.

PROJECT: RIVERDALE PEDESTRIAN IMPROVEMENTS



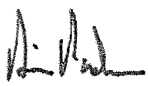
Director of the Department of Public Works and Planning

IN WITNESS WHEREOF, they have executed this Agreement this 10th day of
October, 2017.

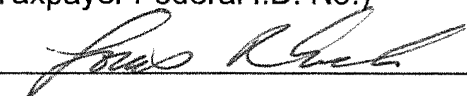
COUNTY OF FRESNO
(OWNER)

Avison Construction, Inc.
(CONTRACTOR)

20-8598562
(Taxpayer Federal I.D. No.)

By 

Chairman, Board of Supervisors

By 

Title President

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Susan Bishop
Deputy



County of Fresno

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

October 11, 2017

Louis R. Avila, President
Avison Construction, Inc.
40434 Brickyard Drive
Madera, CA 93636

Subject: NOTICE OF APPROVAL - Riverdale Pedestrian Improvements, ATPL-5942(256)
Contract No. 17-10-C

The contract between your firm and the County of Fresno for the referenced project became operative on October 10, 2017. Two copies of the executed contract are enclosed.

A "Notice to Proceed" authorizing commencement of the work will be issued by the Construction Engineer.

DIR Project ID 212166 is assigned to Contract No. 17-10-C.

The attached copy of Section 41 of the Charter of the County of Fresno is for your reference and compliance. If you have any questions contact Mitch Araki at maraki@co.fresno.ca.us or (559) 600-4501.

Sincerely,

Mohammad Alimi, PhD, P.E.
Design Engineer

Erin Haagenson
Senior Staff Analyst

Enclosures

cc: Board of Supervisors, Auditor - Controller, Financial Services, Construction Management, Design Division – Design Services

ATTACHMENT TO NOTICE OF APPROVAL

(Portion of the Charter of the County of Fresno)

SECTION 41. No officer or employee shall be interested directly or indirectly in any contract or transaction with the County or become a surety upon any bond given to the County.

No officer or employee shall receive any commission, money, or thing of value, or derive any profit, benefit or advantage, directly or indirectly, from or by reason of any dealings with, or service for the County, by himself or otherwise, except his lawful compensation as such officer or employee.

As to members of appointive boards and commissions only, the following standards shall apply. No appointive board or commission member shall be financially interested in any contract made by any body or board of which he is a member. The meaning of the terms "financial interest" and "made" shall be consistent with state law. Nothing contained herein shall be construed to apply to a member of a board or commission which is purely advisory.

Any violation of the provisions of this section shall render the contract or transaction involved voidable at the option of the Board of Supervisors. It shall be the duty of every officer and employee who has knowledge of any violation of the provisions of this section immediately to report such violation to the Board of Supervisors. Failing to do so, he may be removed from his office or employment.
(Amended June 3, 1980.)

BOND RIDER

ATTACHED TO AND FORMING A PART OF:

Bond No.: 106754854

Payment bond for Riverdale Pedestrian Improvements. Contract Number: 17-10-C

Principal: Avison Construction, Inc.

Obligee: County of Fresno

Surety: Travelers Casualty and Surety Company of America

Effective September 22

, 20 17 , it is agreed that:

The payment bond shall contain provisions such, that if the Contractor or his 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, otherwise the above obligation shall be void.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or warranties of the above mentioned bond, other than stated as above. Provided, however, that the liability of the company under the attached bond as changed by this order shall not be cumulative.

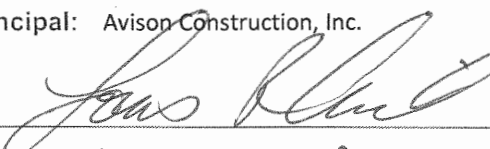
Signed this 2nd day of October

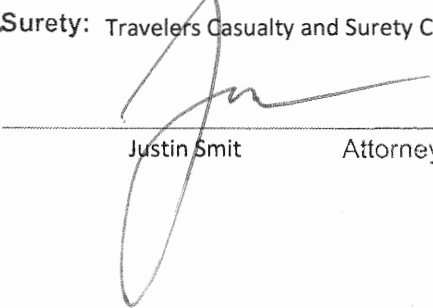
, 20 17

Principal: Avison Construction, Inc.

Surety: Travelers Casualty and Surety Company of America

By:


Louis R. Avila, President


Justin Smit

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.

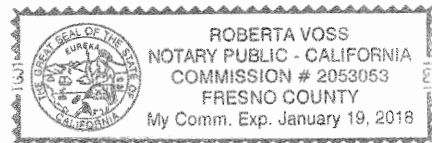
State of California
County of Fresno

On 10/2/17 before me, Roberta Voss, Notary Public
(insert name and title of the officer)

personally appeared Justin Smit
who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/~~xxx~~
subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the
person(x), or the entity upon behalf of which the person(x) 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 Roberta Voss (Seal)



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 217231

Certificate No. 006811445

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Roberta Voss, and Justin Smit

of the City of Fresno, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of May, 2016.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 24th day of May, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

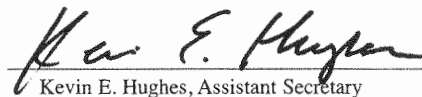
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 2nd day of October, 20 17.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CALVALL-03

RVOSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC P.O. Box 5479 Fresno, CA 93755-5479		CONTACT NAME: PHONE (A/C, No, Ext): (559) 432-0222 FAX (A/C, No): (559) 431-7941 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Indemnity Company of Connecticut NAIC # 25682	
INSURED Avison Construction, Inc. 40434 Brickyard Drive Madera, CA 93636		INSURER B: Travelers Property Casualty Company of America 25674	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		CO4G178289TCT16	10/21/2016	10/21/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			8104G178289TIL16	10/21/2016	10/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP4G178289TIL16	10/21/2016	10/21/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Aggregate \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	DTJUB4G24916417	01/01/2017	01/01/2018	☒ PER STATUTE ☐ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder, its officers, agents and employees, individually and collectively are named additional insured per form CDG246 08/05. The insurance shall be primary as respects general liability per form CGD246 08/05 attached. 30 day cancellation applies per form ILT405 03/11 attached. RE: Riverdale Pedestrian Improvements, ATPL-5942(256), Contract No. 17-10-C

CERTIFICATE HOLDER

CANCELLATION

County of Fresno
Dept. of Public Works
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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR

ORGANIZATION: County of Fresno Department of Public Works and Planing

ADDRESS: 2220 Tulare Street Sixth Floor
Fresno, CA 93721

RE: Riverdale Pedestrian Improvements, ATPL-
5942(256), Contract No. 17-10-C

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

**PERFORMANCE
BOND**

(Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 106754854

Premium: \$5,472.00

KNOW ALL BY THESE PRESENTS, That we, Avison Construction, Inc., as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto County of Fresno, as Obligee, in the sum of Four hundred ninety seven thousand four hundred ninety seven and No/100*** Dollars (\$497,497.00**) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Obligee dated _____ for Riverdale Pedestrian Improvements. Various locations in Riverdale. Federal Project Number: ATPL-5942 (256). Contract Number: 17-10-C ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall perform the Construction Work to be done under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect. Surety's obligations hereunder shall not arise unless Principal is in default under the Contract for failing to perform the Construction Work, and has been declared by Obligee to be in default under the Contract for failing to perform the Construction Work; and Obligee has performed its obligations under the Contract. In such event, Surety shall have a reasonable period of time to:

1. Upon entering into an acceptable written takeover agreement with Obligee, undertake to perform and complete the Construction Work to be done under the Contract; or
2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Obligee and contractor, to be secured with performance and payment bonds executed by a qualified surety; or
3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefor to the Obligee; or (b) Deny liability in whole or in part and notify the Obligee citing reasons therefor.
4. The Contract balance, as defined below, shall be credited against the reasonable construction cost of completing the Construction Work to be performed under the Contract. If completed by Obligee pursuant to paragraphs 2 or 3 above, and the reasonable construction cost exceeds the Contract balance, Surety shall pay to Obligee such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the Construction Work pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Construction Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that Surety's outlays exceed the Contract balance paid to Surety by Obligee, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in the paragraph, shall mean the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts properly paid by Obligee to Principal under the Contract. The term "Construction Work" as used herein shall mean the providing all labor and/or material necessary to complete Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the contrary, the Contract balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Construction Work.
5. Any suit by Obligee under this bond must be instituted before the earlier of: (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal ceased

performing the Construction Work under the Contract, excluding warranty work. If this bond is provided to comply with bond statutes in the location where the Construction Work is being performed, and the bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the bond statutes shall be read into this bond. If the limitation set forth in this bond is 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, and said period of limitation shall be deemed to have accrued and shall commence to run no later than the earlier of (y) the date of substantial completion of the Construction Work, or (z) the date Principal ceased performing Construction Work, excluding warranty work.

6. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

7. This bond shall not afford coverage for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract. No right of action shall accrue on this bond to or for the use of any person or entity other than the named Obligatee.

8. This bond is provided to comply with applicable statutory or other legal requirement for performing construction contracts for public owners in the location where the Construction Work is being performed. Except as provided in paragraph 5 above, all provisions in the bond which are in addition to or differ from applicable statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond.

Signed this 22nd day of September , 2017.

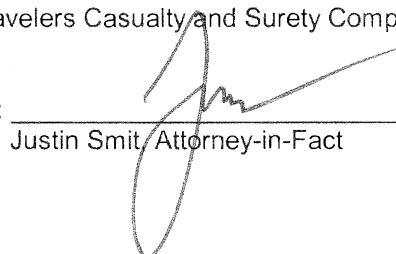
Avison Construction, Inc.
(Principal)

By:


Louis R. Avila, President

Travelers Casualty and Surety Company of America

By:


Justin Smit, 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 9/22/17 before me, Roberta Voss, Notary Public
(insert name and title of the officer)

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

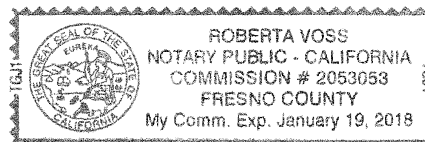
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Roberta Voss

(Seal)



PAYMENT BOND

(Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

Bond No.: 106754854

KNOW ALL BY THESE PRESENTS, That we, Avison Construction, Inc., as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto County of Fresno, as Obligee, in the sum of Four hundred ninety seven thousand four hundred ninety seven and No/100*** U.S. Dollars (\$497,497.00***) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Obligee, dated _____, for Riverdale Pedestrian Improvements. Various locations in Riverdale. Federal Project Number: ATPL-5942 (256). Contract Number: 17-10-C ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material actually used, consumed or incorporated in the performance of the construction work to be performed under the Contract, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one other than Obligee having a contract with Principal or with a direct subcontractor of Principal to supply labor and/or materials and said labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the Contract.
2. Principal and Surety hereby jointly and severally agree with Obligee that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or materials supplied by the Claimant which were used, consumed or incorporated in the performance of the work, and have execution thereon; provided, however, that a Claimant having a direct contractual relationship with a subcontractor of Principal shall have a right of action on this bond only if said Claimant notifies Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or performed the last labor and/or materials for which the claim is made. Obligee shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any Claimant:
 - a. After the expiration of the earlier of: (1) one year after the day on which Claimant last supplied the labor and/or materials for which the claim is made; or (2) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state, and said period of limitation shall be deemed to have accrued and shall commence to run on the day Claimant last supplied the labor and/or materials for which the claim is made; and
 - b. Other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. Surety's liability hereunder is limited, singly, or in the aggregate, to the penal sum of the bond set forth herein.

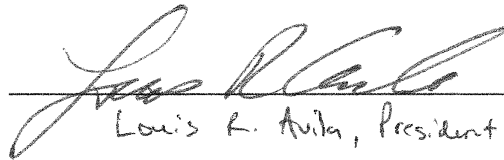
5. This bond is provided to comply with a statutory or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed. Except as provided in paragraph 3 above, all provisions in the bond which are in addition to or differ from those statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond. This bond is a statutory bond, not a common law bond.

Signed this 22nd day of September, 2017.

Avison Construction, Inc.

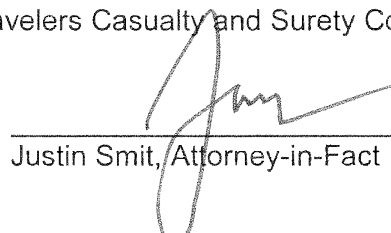
(Principal)

By: _____


Louis F. Avila, President

Travelers Casualty and Surety Company of America

By: _____


Justin Smit, 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 9/22/17 before me, Roberta Voss, Notary Public
(insert name and title of the officer)

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

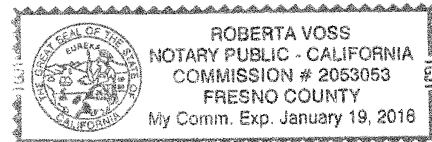
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Roberta Voss

(Seal)





POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 217231

Certificate No. 006811439

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Roberta Voss, and Justin Smit

of the City of Fresno, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of May, 2016.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 24th day of May, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 22nd day of September, 20 17


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

SURETY VERIFICATION

(Complete and return with Performance and Payment Bonds)

PROJECT Riverdale Pedestrian Improvements

Contract No. 17-10-C

Contractor Avison Construction, Inc.

Contact Person Christopher Avila Phone No. 559.431.0317

SURETY COMPANY (Exact Name Style, Home Office Address)

Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

AGENT / BROKER

Attorney-in-fact Justin Smit Phone No. 559-432-0222

Firm DiBuduo and DeFendis Insurance Brokers, LLC

Mail Address 6873 N West Ave., Suite 101

City, State, ZIP Fresno, CA 93711

CA Dept of Insurance License No. OEO2096 Expires 05 / 31 / 18
(or attach copy of License)

Owner's use only

Received 10/2/17 By NMA

Surety admitted 7/31/1981

Surety Best's Class XV Rating A++

Comments

Fresno County Department of Public Works and Planning
Project: Riverdale Pedestrian Improvements
Contract No.: 17-10-C

Bid Opening: 08/31/17
Award Date: 09/12/17

Bidders

1 Avison Construction, Inc. 40434 Brickyard Drive, Madera CA 93636
2 Todd Companies PO Box 6820, Visalia CA 93290

1) Avison Construction, Inc.

Subcontractors for Apparent Low Bidder
Chrisp Company
Harris Rebar

2) Todd Companies

Subcontractors for 2nd Bidder
T & T Pavement Markings and Products
Harris Rebar Northern California

ITEM NO.	QUANTITY	UNIT OF MEASURE	F, S	ITEM DESCRIPTION	Engineer's Estimate		1		2	
					ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)
1	1	LS		PREFABRICATED STEEL PEDESTRIAN BRIDGE	\$31,855.00	\$31,855.00	\$31,855.00	\$31,855.00	31,855.00	\$31,855.00
2	1	LS	S	TRAFFIC CONTROL SYSTEM	\$15,000.00	\$15,000.00	\$10,300.00	\$10,300.00	6,411.00	\$6,411.00
3	2	EA		CONSTRUCTION PROJECT FUNDING SIGN	\$800.00	\$1,600.00	\$1,000.00	\$2,000.00	1,646.00	\$3,292.00
4	1	LS		JOB SITE MANAGEMENT	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	21,160.00	\$21,160.00
5	1	LS	S	PREPARE WATER POLLUTION CONTROL PROGRAM	\$2,000.00	\$2,000.00	\$500.00	\$500.00	2,300.00	\$2,300.00
6	1	LS	S	SHEET PILE COFFERDAM	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00	52,595.00	\$52,595.00
7	1	LS		CLEARING AND GRUBBING	\$5,000.00	\$5,000.00	\$10,300.00	\$10,300.00	12,998.00	\$12,998.00
8	291	CY	F	ROADWAY EXCAVATION	\$55.00	\$16,005.00	\$125.00	\$36,375.00	155.55	\$45,265.05
9	31	CY	F	STRUCTURE EXCAVATION (BRIDGE)	\$300.00	\$9,300.00	\$150.00	\$4,650.00	145.23	\$4,502.13
10	18	CY	F	STRUCTURE BACKFILL (BRIDGE)	\$600.00	\$10,800.00	\$250.00	\$4,500.00	409.00	\$7,362.00
11	10	EA		INSTALL ROOT BARRIER	\$400.00	\$4,000.00	\$400.00	\$4,000.00	776.25	\$7,762.50
12	1	LS		FINISHING ROADWAY	\$8,000.00	\$8,000.00	\$14,260.00	\$14,260.00	7,360.00	\$7,360.00
13	212	CY		CLASS 2 AGGREGATE BASE	\$55.00	\$11,660.00	\$145.00	\$30,740.00	102.00	\$21,624.00
14	214	TON		MINOR HOT MIX ASPHALT	\$200.00	\$42,800.00	\$175.00	\$37,450.00	131.40	\$28,119.60
15	50	SY		COLD PLANE ASPHALT CONCRETE PAVEMENT	\$100.00	\$5,000.00	\$125.00	\$6,250.00	127.00	\$6,350.00
16	6	CY	F	STRUCTURAL CONCRETE, BRIDGE FOOTING	\$500.00	\$3,000.00	\$1,000.00	\$6,000.00	1,255.00	\$7,530.00
17	11	CY	F	STRUCTURAL CONCRETE, BRIDGE	\$1,500.00	\$16,500.00	\$1,850.00	\$20,350.00	3,084.00	\$33,924.00
18	5	CY	F	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	\$1,700.00	\$8,500.00	\$1,200.00	\$6,000.00	1,553.00	\$7,765.00
19	1	EA		MINOR CONCRETE (MINOR STRUCTURE) (STORM DRAIN INLET TYPE "D")	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	4,399.00	\$4,399.00
20	1224	LB		BAR REINFORCEMENT STEEL	\$1.50	\$1,836.00	\$2.50	\$3,060.00	2.38	\$2,913.12
21	1603	LB		BAR REINFORCEMENT STEEL (BRIDGE)	\$1.50	\$2,404.50	\$3.50	\$5,610.50	3.58	\$5,738.74
22	1	LS	F	INSTALL PREFABRICATED STEEL PEDESTRIAN BRIDGE	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00	10,637.00	\$10,637.00
23	12	LF		15" REINFORCED CONCRETE PIPE (CLASS III)	\$200.00	\$2,400.00	\$800.00	\$9,600.00	213.23	\$2,558.76
24	1	EA		48" PRECAST CONCRETE PIPE MANHOLE (STORM DRAIN MANHOLE, TYPE "A", CASE 1)	\$8,000.00	\$8,000.00	\$7,000.00	\$7,000.00	4,715.00	\$4,715.00
25	1	EA		ADJUST MANHOLE TO GRADE	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	776.00	\$776.00
26	51	LF		MINOR CONCRETE (CURB FA)	\$18.00	\$918.00	\$40.00	\$2,040.00	64.26	\$3,277.26
27	146	SY		MINOR CONCRETE (VALLEY GUTTER)	\$140.00	\$20,440.00	\$125.00	\$18,250.00	198.00	\$28,908.00
28	9	EA		DETECTABLE WARNING SURFACE	\$500.00	\$4,500.00	\$400.00	\$3,600.00	492.00	\$4,428.00
29	788	LF		MINOR CONCRETE (CURB AND GUTTER)	\$35.00	\$27,580.00	\$45.00	\$35,460.00	41.30	\$32,544.40
30	142	SY		MINOR CONCRETE (DRIVEWAY)	\$115.00	\$16,330.00	\$100.00	\$14,200.00	121.48	\$17,250.16
31	624	SY		MINOR CONCRETE (SIDEWALK)	\$52.00	\$32,448.00	\$65.00	\$40,560.00	65.29	\$40,740.96
32	232	SY		MINOR CONCRETE (CURB RAMP)	\$135.00	\$31,320.00	\$110.00	\$25,520.00	90.34	\$20,958.88
33	170	SY		REMOVE CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY AND CURB RAMP)	\$27.00	\$4,590.00	\$85.00	\$14,450.00	36.73	\$6,244.10
34	1	EA	F	MISCELLANEOUS METAL (SIDEWALK DRAIN)	\$500.00	\$500.00	\$700.00	\$700.00	1,018.00	\$1,018.00
35	4	LF		CHAIN LINK FENCE (TYPE CL-5)	\$150.00	\$600.00	\$300.00	\$1,200.00	230.00	\$920.00
36	1	EA		8' CHAIN LINK GATE (TYPE CL-5)	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	1,409.00	\$1,409.00
37	2	EA		OBJECT MARKER (TYPE L)	\$125.00	\$250.00	\$80.00	\$160.00	118.00	\$236.00
38	2	EA		OBJECT MARKER (TYPE P)	\$125.00	\$250.00	\$80.00	\$160.00	253.00	\$506.00
39	12	EA		ROADSIDE SIGN - ONE POST (METAL)	\$300.00	\$3,600.00	\$450.00	\$5,400.00	547.00	\$6,564.00
40	540	SF	S	THERMOPLASTIC PAVEMENT MARKING	\$10.00	\$5,400.00	\$6.00	\$3,240.00	3.00	\$1,620.00
41	159	SF		REMOVE PAINTED PAVEMENT MARKING	\$8.00	\$1,272.00	\$3.50	\$556.50	7.41	\$1,178.19
42	2	EA		RADAR SPEED FEEDBACK SIGN	\$7,000.00	\$14,000.00	\$9,000.00	\$18,000.00	7,892.00	\$15,784.00
43	1	LS		MOBILIZATION	\$10,000.00	\$10,000.00	\$24,000.00	\$24,000.00	14,950.00	\$14,950.00
TOTAL BID (ITEMS 1-43)					\$442,658.50		\$497,497.00		\$538,449.85	



County of Fresno

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

August 25, 2017

Contract No. 17-10-C

ADDENDUM NO. 1 to the Bidding and Contract Documents for Riverdale Pedestrian Improvements, revising the Bidding and Contract Documents as follows:

COVER PAGE

No changes

TABLE OF CONTENTS

No changes

NOTICE TO BIDDERS

DELETE the following text:

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in **General Decision Number CA170029, Dated 05/12/2017**, which is incorporated in these special provisions by this reference as if fully set forth herein and which can be viewed at <http://www.wdol.gov/wdol/scafiles/davisbacon/CA29.dvb>. 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.

REPLACE with the following text:

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in **General Decision Number CA170029, Dated 08/11/2017**, which is incorporated in these special provisions by this reference as if fully set forth herein and which can be viewed at <http://www.wdol.gov/wdol/scafiles/davisbacon/CA29.dvb>. 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.

SPECIAL PROVISIONS

No changes

PROPOSAL

No changes

AGREEMENT

No changes

PROJECT DETAILS

No changes

PLANS

DELETE the following text:

FEDERAL PROJECT NO. ATPL 5943 (256)

REPLACE with the following text:

FEDERAL PROJECT NO. ATPL-5942(256)

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.



8/25/17
Date Signed

Supervising Engineer:

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

Dale Siemer, PE 59670
Lic. Expiration: 12/31/17

BID BOOK TABLE OF CONTENTS

RIVERDALE PEDESTRIAN IMPROVEMENTS

CONTRACT NUMBER: 17-10-C

PROPOSAL NUMBER	TITLE
NOT APPLICABLE	INSTRUCTIONS FOR COMPLETING THE BID BOOK
1	PROPOSAL TO THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO
2	BID ITEM LIST/BID SHEET
3	EVALUATION OF BID PROPOSAL SHEETS
4	BID SECURITY
5	NONCOLLUSION AFFIDAVIT
6	PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT
7	PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE AND PUBLIC CONTRACT CODE 10232 STATEMENT
8(A) – 8(F)	SUBCONTRACTORS
9	CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS
10	TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION CERTIFICATION
11	NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS
12(A) – 12(B)	DISCLOSURE OF LOBBYING ACTIVITIES
13(A) – 13(B)	EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)
14(A) – 14(C)	EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS
15	NOT USED
16	GUARANTY

INSTRUCTIONS FOR COMPLETING THE BID BOOK FOR FEDERAL AID PROJECTS

General

Complete forms in the *Bid* book.

Submit your bid:

1. Under sealed cover
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.

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 sheets are identified by title and by the letter "P" followed by the number assigned to the proposal sheet in question. Proposal sheets are included in the *Bid Book*.

Proposal 1 - Proposal to the Board of Supervisors of Fresno County

Provided for information.

Proposal 2 - Bid Proposal Sheet

One or more sheet(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.

Proposal 3 - Evaluation of Bid Proposal Sheet

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

Proposal 5 - Noncollusion Affidavit

Must be completed, signed, and returned with bid.

Proposal 6 - Public Contract Code Section 10285.1 Statement

Check "has" or "has not" in accordance with instructions on form, return with completed form with bid. Note that signing the bid constitutes signing this statement.

Proposal 7 - Public Contract Code Section 10162 Questionnaire And Public Contract Code 10232 Statement

Check: "yes" or "no" accordance with instructions on form, include explanation if "yes" is checked. Return completed form with bid. Note that signing the bid constitutes signing this questionnaire and statement.

Proposal 8(a) through Proposal 8(f) - Subcontractors

Sheet(s) 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 Cont Code § 4100 et seq.).

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

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

Proposal 9 - 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.

Proposal 10 - Title 49, Code of Federal Regulations, Part 29 Debarment And Suspension Certification

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

Proposal 11 – Non-lobbying Certification for Federal-Aid Contracts

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

Proposal 12(a) through Proposal 12(b) - Disclosure of Lobbying Activities

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

Proposal 13(a) through Proposal 13(b) - Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)

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

Proposal 14(a) through Proposal 14(c) - Exhibit 15-H DBE Information — Good Faith Efforts

PROPOSAL TO THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO

hereinafter called the Owner

RIVERDALE PEDESTRIAN IMPROVEMENTS

VARIOUS LOCATIONS IN RIVERDALE

FEDERAL PROJECT NUMBER: ATPL-5942(256)

CONTRACT NO. 17-10-C

The work embraced herein shall be done in accordance with the 2015 Standard Specifications and with the 2015 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. 11253, entitled: "Riverdale Pedestrian Improvements, Various Locations in Riverdale".

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 he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees if this proposal is accepted, that he 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 he will take in full payment therefor the following unit prices, to-wit:

Proposal 1
Contract Number 17-10-C

PROJECT: RIVERDALE PEDESTRIAN IMPROVEMENTS
CONTRACT NO: 17-10-C

BID ITEM NO.	ITEM NO.	ESTIMATED QUANTITY	F/S	UNIT OF MEASURE	ITEM	ITEM PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES) (IN
550205A	1	1		LS	PREFABRICATED STEEL PEDESTRIAN BRIDGE	\$31,855.00	\$31,855.00
120100	2	1	S	LS	TRAFFIC CONTROL SYSTEM	10,300.00	10,300.00
120091A	3	2		EA	CONSTRUCTION PROJECT FUNDING SIGN	1,000.00	2,000.00
130100	4	1		LS	JOB SITE MANAGEMENT	2,500.00	2,500.00
130200	5	1	S	LS	PREPARE WATER POLLUTION CONTROL PROGRAM	500.00	500.00
160310	6	1	S	LS	SHEET PILE COFFERDAM	20,000.00	20,000.00
170103	7	1		LS	CLEARING AND GRUBBING	10,300.00	10,300.00
190101	8	291	F	CY	ROADWAY EXCAVATION	125.00	36,375.00
192003	9	31	F	CY	STRUCTURE EXCAVATION (BRIDGE)	150.00	4,650.00
193003	10	18	F	CY	STRUCTURE BACKFILL (BRIDGE)	250.00	4,500.00
205062	11	10		EA	INSTALL ROOT BARRIER	\$400.00	\$4,000.00
220101	12	1		LS	FINISHING ROADWAY	14,260.00	14,260.00
260203	13	212		CY	CLASS 2 AGGREGATE BASE	145.00	30,740.00
390136	14	214		TON	MINOR HOT MIX ASPHALT	175.00	37,450.00
398200	15	50		SY	COLD PLANE ASPHALT CONCRETE PAVEMENT	125.00	6,250.00
510051	16	6	F	CY	STRUCTURAL CONCRETE, BRIDGE FOOTING	\$1,000.00	\$6,000.00
510053	17	11	F	CY	STRUCTURAL CONCRETE, BRIDGE	\$1,850.00	\$20,350.00
510054	18	5	F	CY	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	\$1,200.00	\$6,000.00
510502	19	1		EA	MINOR CONCRETE (MINOR STRUCTURE) (STORM DRAIN INLET TYPE "D")	6,000.00	6,000.00
520101	20	1224		LB	BAR REINFORCEMENT STEEL	2.50	3,060.00
520102	21	1603		LB	BAR REINFORCEMENT STEEL (BRIDGE)	3.50	5,610.50
550206A	22	1	F	LS	INSTALL PREFABRICATED STEEL PEDESTRIAN BRIDGE	7,000.00	7,000.00
650309	23	12		LF	15" REINFORCED CONCRETE PIPE (CLASS III)	800.00	9,600.00
707225	24	1		EA	48" PRECAST CONCRETE PIPE MANHOLE (STORM DRAIN MANHOLE, TYPE "A", CASE 1)	7,000.00	7,000.00
710212	25	1		EA	ADJUST MANHOLE TO GRADE	\$1,200.00	\$1,200.00
730010	26	51		LF	MINOR CONCRETE (CURB FA)	\$40.00	\$2,040.00
730045	27	146		SY	MINOR CONCRETE (VALLEY GUTTER)	\$125.00	\$18,250.00
730070	28	9		EA	DETECTABLE WARNING SURFACE	\$400.00	\$3,600.00
731504	29	788		LF	MINOR CONCRETE (CURB AND GUTTER)	\$45.00	\$35,460.00
731516	30	142		SY	MINOR CONCRETE (DRIVEWAY)	\$100.00	\$14,200.00
731521	31	624		SY	MINOR CONCRETE (SIDEWALK)	\$65.00	\$40,560.00
731623	32	232		SY	MINOR CONCRETE (CURB RAMP)	\$110.00	\$25,520.00
731850	33	170		SY	REMOVE CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY AND CURB RAMP)	85.00	14,450.00
750001	34	1	F	EA	MISCELLANEOUS METAL (SIDEWALK DRAIN)	\$700.00	\$700.00
800340	35	4		LF	CHAIN LINK FENCE (TYPE CL-5)	300.00	1,200.00
802340	36	1		EA	8" CHAIN LINK GATE (TYPE CL-5)	2500.00	2500.00
820132	37	2		EA	OBJECT MARKER (TYPE L)	\$80.00	\$160.00
820134	38	2		EA	OBJECT MARKER (TYPE P)	\$80.00	\$160.00
820840	39	12		EA	ROADSIDE SIGN - ONE POST (METAL)	\$450.00	\$5,400.00
840515	40	540	S	SF	THERMOPLASTIC PAVEMENT MARKING	\$6.00	\$3,240.00
846025	41	159		SF	REMOVE PAINTED PAVEMENT MARKING	\$3.50	\$556.50
870800A	42	2		EA	RADAR SPEED FEEDBACK SIGN	\$9,000.00	\$18,000.00
999990	43	1		LS	MOBILIZATION	\$24,000.00	\$24,000.00
TOTAL (ITEMS 1-43)						497,497.00	

EVALUATION OF BID PROPOSAL SHEETS

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.

Proposal 3
Contract Number 17-10-C

Accompanying this proposal is security (check one only) in amount equal to at least ten percent (10%) of the total amount of the bid:

Bid Bond (x); Certified Check (); Cashier's Check (); Cash (\$)

Bidder has and acknowledges the following addenda: 1

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

FIRM NAME AVISON CONSTRUCTION INC.

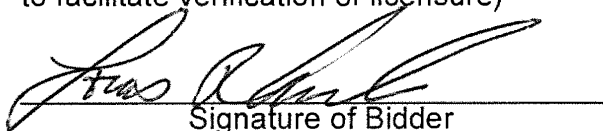
LOUIS R. AVILA - PRESIDENT

KELLY AVILA - SECRETARY / TREASURER

CURTIS SHORT - GENERAL MANAGER

Licensed in accordance with an act providing for the registration of Contractors,
Class A License No. 823535 Expires 5/31/19

(Furnishing Contractor License information as part of this proposal is optional and is requested to facilitate verification of licensure)


Signature of Bidder

8/31/17
Dated

LOUIS R. AVILA - PRESIDENT

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, his 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.

BUSINESS ADDRESS: 40434 BRICKYARD DRIVE, MADERA, CA 93636
Zip Code

MAILING ADDRESS: 40434 BRICKYARD DRIVE, MADERA, CA 93636
Zip Code

BUSINESS PHONE: (559) 431-0317 FAX NUMBER: (559) 431-0321

EMAIL ADDRESS LAVIDA @ AVISONINC.COM

Proposal 4
Contract Number 17-10-C

Federal Project Number: ATPL-5942(256)

To the Board of Supervisors, County of Fresno:

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID *

LOUIS R. AVELA
(Printed or Typed Name)

being first duly sworn, deposes and says that he or she is

PRESIDENT
(Owner, Partner, Corporate Officer (list title), Co-Venturer)

of AVESON CONSTRUCTION INC.
(Bidding Entity)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.


(Signature) LOUIS R. AVELA - PRESIDENT

8/31/17
(Dated)

(Title 23 United States Code Section 112)

(Calif Public Contract Code Section 7106; Stats.1988, c. 1548, Section 1.)

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

Proposal 5
Contract Number 17-10-C

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

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

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. 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.

Proposal 6
Contract Number 17-10-C

Public Contract Code Section 10162 Questionnaire

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?

Yes _____ No X

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

Public Contract Code 10232 Statement

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

Note: The above Statement and Questionnaire are part of the 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.

Proposal 7
Contract Number 17-10-C

BIDDER: ANDSON CONSTRUCTION INC.

SUBCONTRACTORS:

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of **one-half of one percent of the total bid presented herewith or \$10,000, whichever is greater. one-half of one percent of the total bid presented herewith.** Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board. Submission of subcontractor's name, location of business and description of work, and their contractor's license number is **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: CHRISP COMPANY

Business Address: 1001 STOKES AVE, STOCKTON, CA 95215

Class A,C-B, C-32 License No. 374600 DIR Registration No. 1000000306

Item No. or Description of Work: 37, 38, 39, 40, 41

Dollar Amount or Percentage of Total Bid \$ 9,176.50

Email Address STSTOMMEL @ CHRISPCO.COM

SUBCONTRACTOR: Harris Rebar

Business Address: 1384 Jackson Ave Fresno CA - 93703

Class C-50 License No. 695035 DIR Registration No. 1000002339

Item No. or Description of Work: Rebar

Dollar Amount or Percentage of Total Bid 10,001.00

Email Address JThomas @ Harrisrebar. Com

Proposal 8(a)

Contract Number 17-10-C

BIDDER: AVISON CONSTRUCTION INC.

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

Proposal 8(c)
Contract Number 17-10-C

BIDDER: AUESON CONSTRUCTION INC.

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

Proposal 8(e)
Contract Number 17-10-C

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

The bidder X, proposed subcontractor , hereby certifies that he has X, has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has X, has not , 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.

AVISON CONSTRUCTION INC.
(Company)

By: 

PRESIDENT - LOUIS R. AVILA
(Title)

Date: 8/31/17

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

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

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

Proposal 9
Contract Number 17-10-C

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

The bidder X, 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 there are any exceptions to this certification, insert the exceptions in the following space:

☒ No Exceptions

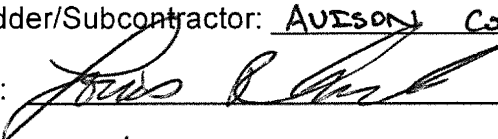
Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

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

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

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

Bidder/Subcontractor: AVESON CONSTRUCTION INC.

By: 

Date: 8/31/17

Title: PRESIDENT - LOUIS R. AVELA

**Proposal 10
Contract Number 17-10-C**

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

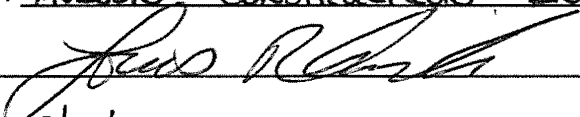
The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

Bidder: AUSON CONSTRUCTION INC.

By: 

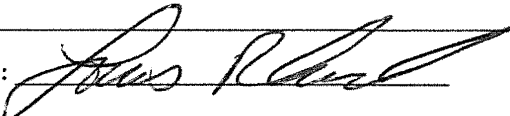
Date: 8/31/17

Title: PRESIDENT - LOUIS R. AUSLA

Proposal 11
Contract Number 17-10-C

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance _____	2. Status of Federal Action: a. bid/offer/application _____ b. initial award _____ c. post-award _____	3. Report Type: a. initial filing _____ b. material change _____ For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>LOUIS R. AVILA</u> Title: <u>PRESIDENT</u> Telephone No.: <u>554-431-0317</u> Date: <u>8/31/17</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Proposal 12(a)
Contract Number: 17-10-C

(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 his bid.)

G U A R A N T Y

To the Owner: County of Fresno

RIVERDALE PEDESTRIAN IMPROVEMENTS

CONTRACT NUMBER: 17-10-C

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

ALL WORK

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

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

Date: _____

Contractor: _____

Proposal 16
Contract Number: 17-10-C