SPECIFICATIONS

LINCOLN AVENUE OVERLAY FIG AVENUE TO CEDAR AVENUE

BUDGET / ACCOUNT: 4510 / 7370



Department of Public Works and Planning

CONTRACT NUMBER 24-27-M

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COUNTY ADOPTION AND ACKNOWLEDGEMENT

PROJECT: LINCOLN AVENUE OVERLAY

CONTRACT NUMBER: 24-27-M

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

Paul Nerland, County Administrative Officer

Steve White (Mar 25, 2025 14:11 PDT)

25/03/25

Date

Steven E. White, Director

Department of Public Works and Planning

Date Signed:

25/03/25

Supervising Engineer:

Joseph C. Harrell, PE C80424

FRESNO COUNTY

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

NOTICE TO BIDDERS

Contract Name: LINCOLN AVENUE OVERLAY

Project Address / Location: FIG AVENUE TO CEDAR AVENUE

Contract Number: 24-27-M

Bid Opening Date & Time: Thursday, April 24, 2025

2:00 P.M. (1400 hours and 00 seconds)

Sealed Proposals / Bids Received at EITHER (choose ONE):

https://www.bidexpress.com/businesses/36473/home

or

Department of Public Works and Planning

Office of the Design Engineer 2220 Tulare St., 7th Floor

Fresno, CA 93721

The work to be done consists, in general, of cold planing of about 0.75 miles of asphalt pavement, placing geosynthetic pavement interlayer over 2.0 miles, and constructing an asphalt concrete overlay on Lincoln Avenue from Fig Avenue to Cedar Avenue (2.5 miles) in the County of Fresno, California.

Pre-bid Conference: None

Planholders Website: "Contractor Bidding Opportunities"

http://www.fresnocountyca.gov/planholders

Requests for Clarification (RFC) Deadline & Form:

http://www.fresnocountyca.gov/Departments/Public-

Works-and-Planning/Construction-Bidding-Opportunities/24-27-M-Lincoln-Avenue-Overlay/Request-for-Clarification-Form

no later than 2:00 p.m. on the seventh (7th) calendar

day before bid opening

Bid Submission Questions: DesignServices@fresnocountyca.gov

(559) 600-4543 or (559) 353-4919

Request to be Added to Planholders Form: https://www.fresnocountyca.gov/Departments/Public-

Works-and-Planning/Construction-Bidding-Opportunities/Request-to-Be-Added-to-the-

Planholders-List-Form

Engineer's Estimate Range: \$1,700,000 - \$2,000,000

Working Days (Subsection 8-1.04B): All work within thirty (30) working days

Contract Number 24-27-M Notice to Bidders - 1

Required Valid California Contractor's License:

Class A (General Engineering) or Class C-12 (Earthwork and Paving)

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

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

This project is funded by the SB-1 Road Maintenance and Rehabilitation Program (RMRA).

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

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

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

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

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

Electronic bids shall be submitted via the Bid Express website.

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

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

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

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

Additional Information and Requirements: No contract will be awarded to a contractor who has not been licensed in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 3, Chapter 9, as amended, or whose bid is not on the proposal form included in the contract document.

This project is subject to the contracting requirements and implementing regulations as amended in Title 13, Section 2449 General Requirements for In-Use Off-Road Diesel-Fueled Fleets, of the California Code of Regulations (13 CCR § 2449(i)). Bidders must submit a valid Certificate of Reported Compliance (CRC) issued by the California Air Resources Control Board at the time of bidding. Bidders are responsible for submitting their listed subcontractors' CRCs and any supporting documentation within five (5) calendar days of the bid opening. Failure to submit the required CRCs may render a bid non-responsive.

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

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

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

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

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

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

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

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

Board of Supervisors, County of Fresno

Paul Nerland, County Administrative Officer

Bernice E. Seidel, Clerk of the Board

Issue Date: March 25, 2025

Special Provisions

DIVISION I GENERAL PROVISIONS 1 GENERAL

1-1.01 **GENERAL**

Add to the beginning of Section 1:

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

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

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

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

Add to the end of Section 1-1.01:

Bid Items and Applicable Sections

Item description	Applicable section
SUPPLEMENTAL WORK	9

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

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

Add to Section 1-1.06:

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

Add or Replace items in Section 1-1.07 with:

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

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

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

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

Caltrans: State of California Department of Transportation

County: The County of Fresno

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

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

Director: Department's Chairman

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

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

holiday: Holiday shown in the following table:

Holidavs

19
Date observed
Every Sunday
January 1st
3rd Monday in January
3rd Monday in February
March 31st
Last Monday in May
June 19 th
July 4 th
1st Monday in September
November 11 th
4th Thursday in November
Day after Thanksgiving Day
December 25 th

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

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

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

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

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

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

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

Replace Section 1-1.08 with:

1-1.08 DISTRICTS

Not Used

Add to the end of Section 1-1.09

This project is not in a freeze-thaw area.

Replace Section 1-1.10 with:

1-1.10 PAVEMENT CLIMATE REGIONS

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

Replace Section 1-1.11 with:

1-1.11 WEBSITES, ADDRESSES, AND TELEPHONE NUMBERS

Websites, Addresses, and Telephone Numbers

Deference or			
Reference or			
agency or department unit	Website	Address	Telephone no.
	vvensite	Address	тејерноне по.
Authorized Material Lists	https://dot.ca.gov/program		
Authorized	s/engineering-		
Material Source	services/authorized-		
Lists	materials-lists		
CA Unified			
Certification	https://californiaucp.dbesy		
Program's list of	stem.com/		
certified DBEs	<u>stem.com/</u>		
	https://dot.ca.gov/program		
California	s/safety-		
MUTCD	programs/camutcd		
		2220 Tulare Street	
Department	https://www.fresnocountyc	Design Division – Seventh Floor	(559) 600-9908
Dopartment	a.gov/	Fresno, CA 93721	(000) 000 0000
Department of			
Conservation,	http://www.conservation.c		
Office of Mine	a.gov/dmr/		
Reclamation			
Department of		455 Golden Gate Ave	
Industrial	http://www.dir.ca.gov	San Francisco CA 94102	
Relations			
Design			Tel: (559) 353-4919
Services -		2220 Tulare Street	Fax:(559) 455-4609
Contract	https://www.fresnocountyc	Design Division – Seventh Floor	Email:
Administration,	a.gov/planholders	Fresno, CA 93721	DesignServices@fr
Planholders,		Fiesilo, CA 93721	esnocountyca.gov
Bid Results			
Division of		Major Construction Payment and	
Accounting,		Information Unit	
Office of	https://dot.ca.gov/program	Office of External Accounts Payable	
External	s/accounting	Division of Accounting	(916) 227-9013
Accounts	<u> </u>	Department of Transportation	
Payable		P.O. Box 168043	
	http://www.detee.com//	Sacramento, CA 95816-8043	
Division of	http://www.dot.ca.gov/hq/c		
Construction	onstruc/	Geotechnical Services	
Geotechnical	https://dot.ca.gov/program	Department of Transportation	
Services	s/engineering-services	5900 Folsom Blvd	(916) 227-7000
Oct vices	<u> 3/Crigineering-Services</u>	Sacramento, CA 95819-4612	
		Materials Engineering and Testing	
		Services	
METS	https://dot.ca.gov/program	Department of Transportation	(916) 227-7000
	s/engineering-services	5900 Folsom Blvd	(5.5) ==
		Sacramento, CA 95819-4612	
	https://dot.ca.gov/program	,	
MPQP	s/construction/material-		
	plant-quality-program		
		•	

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

Replace Section 1-1.12 with:

1-1.12 MISCELLANY

Make checks and bonds payable to the County of Fresno.

2 BIDDING

Replace Section 2-1.04 with:

2-1.04 PREBID OUTREACH MEETING

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

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

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

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

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

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

Replace Section 2-1.06 with:

2-1.06 BID DOCUMENTS

2-1.06A General

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

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

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

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

2-1.06B Supplemental Project Information

The Department makes the following supplemental project information available:

Supplemental Project Information

Where Available	Description		
Included in Project Details	 Location Map and Details 2015 Caltrans Standard Plan Sheets A20A and A20B Construction Funding Signs Advance Notification Signs (ANS) Caltrans encroachment permit 		
Included with the project plans	None		
Available on Design Services webpage	None		

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

Replace Section 2-1.12 with:

2-1.12 RESERVED

Replace Section 2-1.15 with:

2-1.15 RESERVED

Replace Section 2-1.18 with:

2-1.18 RESERVED

Replace Section 2-1.27 with:

2-1.27 RESERVED

Replace Section 2-1.33 with:

2-1.33 BID DOCUMENT COMPLETION AND SUBMITTAL

2-1.33A General

Complete forms in the Bid book.

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

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

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

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

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

Hardcopy Bid: Submit a hardcopy bid:

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

2-1.33B Bid Item List and Bid Comparison

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

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

2-1.33C Bid Document Completion

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

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

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

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

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

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

Use ink or typewriter for paper bids.

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

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

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

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

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

Indicate type of bid security provided.

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

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

Provide contractor's license information.

State business name and if business is a:

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

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

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

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

Business Address - Firm's Street Address

Mailing Address - P.O. Box or Street Address

Complete, sign, and return with bid.

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

Must be completed, signed, and returned with bid.

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

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

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

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

2-1.33C(8) Proposal 8 - Subcontractors

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

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

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

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

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

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

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

2-1.33C(10) Proposal 10 through 2-1.33C(17) Proposal 17 - NOT USED

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

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

2-1.33C(19) Guaranty - Proposal 19

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

Replace Section 2-1.34 with:

2-1.34 BIDDER'S SECURITY

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

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

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

An electronic bid bond may be submitted either:

1. As an electronic bidder's bond by an admitted surety insurer submitted using an electronic registry service approved by the Department (SurePath or Tinubu).

2. As a scanned attachment of a notarized paper bid with the original paper notarized bidder's bond by the admitted surety insurer so that it is received by Design Services no later than 4:00 PM on the fifth (5th) calendar day after the bid opening.

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

Replace Section 2-1.40 with:

2-1.40 BID WITHDRAWAL

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

2-1.46 DEPARTMENT'S DECISION ON BID

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

The Department may reject:

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

Replace Section 2-1.47 with:

2-1.47 BID RELIEF

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

Add Section 2-1.51:

2-1.51 DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

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

3 CONTRACT AWARD AND EXECUTION

Replace Section 3 with:

3-1.01 GENERAL

Section 3 includes specifications related to contract award and execution.

3-1.02 CONSIDERATION OF BIDS

3-1.02A General

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

3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss.

3-1.03 CONTRACTOR REGISTRATION

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

3-1.04 CONTRACT AWARD

3-1.04A BID PROTEST PROCEDURES

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

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

- a. The initial protest document shall contain a complete statement of the grounds for the protest, including a detailed statement of the factual basis and any supporting legal authority.
- b. The protest shall identify and address the specific portion of the document(s) forming the basis for the protest.
- c. The protest shall include the name, address and telephone number of the person representing the protesting party.
- d. The Department will provide a copy of the initial protest document and any attached documentation to all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- e. The Board of Supervisors will issue a decision on the protest. If the Board of Supervisors determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.
- f. The procedure and time limits set forth herein are mandatory and are the Bidder's sole and exclusive remedy in the event of a bid protest. Failure by the Bidder to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including the subsequent filing of a Government Code Claim or legal proceedings.

3-1.04B AWARD PERIOD

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

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

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

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

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

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

3-1.06 CONTRACTOR LICENSE

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

For a non-federal-aid contract:

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

3-1.07 INSURANCE POLICIES

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

3-1.08 -3-1.10 RESERVED

3-1.11 PAYEE DATA RECORD

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

3-1.12 RESERVED

3-1.14-3-1.17 RESERVED

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Agreement.

Deliver to Design Services:

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

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

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

3-1.19 BIDDERS' SECURITIES

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

4 SCOPE OF WORK

Replace Section 4-1.02 with:

4-1.02 INTENT

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

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

Replace Section 4-1.07D with:

4-1.07D Reserved

Replace the last paragraph of Section 4-1.13 with:

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

5 CONTROL OF WORK

Delete the last paragraph of Section 5-1.01

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

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

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

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

Replace Section 5-1.09 with:

5-1.09 RESERVED

Replace Section 5-1.12 with:

5-1.12 ASSIGNMENT

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

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

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

Replace Section 5-1.13C with:

5-1.13C RESERVED

Replace Section 5-1.13D with:

5-1.13D RESERVED

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

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

Replace Section 5-1.20B(4) with:

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

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

- 1. Provide proof that the property where materials are to be stockpiled or equipment parked/stored is appropriately zoned and/or permitted for the use proposed by the Contractor.
- 2. Obtain written authorization from each and every owner of the property where materials are to be stockpiled or equipment parked/stored.
- 3. Provide proof that the signor(s) of the authorization are the owners of the property.
- 4. Provide an executed release from the property owner(s) absolving the Department from any and all responsibility in connection with the stockpiling of materials or parking/storage of equipment on said property.
- 5. Obtain written permission from the Engineer to stockpile materials or park/store equipment at the location designated in said authorization.

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

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

Replace Section 5-1.20C with:

5-1.20C Railroad Relations

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

Replace Section 5-1.23A with:

5-1.23A General

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

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

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

Each submittal must have a cover sheet that must include:

- 1. Contract number
- 2. Project Name
- 3 Date
- 4. Submittals (and resubmittals if applicable) must be numbered sequentially
- 5. Structure number if applicable
- 6. Contractor
- 7. Person responsible for submitting the submittal
- 8. Signature of Contractor's representative sending submittal

- 9. Section number and/or item submittal is referencing
- 10. Pages of submittal, excluding cover sheet

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

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

Documents must be submitted in the English language.

Convert documents to US customary units.

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

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

Replace Section 5-1.24 with:

5-1.24 CONSTRUCTION SURVEYS

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

Submit your request for Engineer-furnished stakes:

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

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

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

Replace Section 5-1.27E with:

5-1.27E CHANGE ORDER BILLS

Maintain separate records for change order work costs.

Replace Section 5-1.32 with:

5-1.32 AREAS FOR USE

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

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

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

Replace Section 5-1.43A with:

5-1.43A General

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

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

Use the identification number for each potential claim on the:

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

Failure to comply with this procedure is:

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

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

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

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

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

6 CONTROL OF MATERIALS

Replace Section 6-1.05 with:

6-1.05 SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION

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

Submit a substitution request with a time period that:

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

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

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

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

Replace Section 6-1.06 with:

6-1.06 RESERVED

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

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

1.10. Fringe Benefits

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

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

- A. Pursuant to Sections 1770-1780 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages in the locality for each craft or type of worker needed to execute the work. Said wage rates pursuant to Section 1773.2 of the Labor Code are on file with the Clerk to the Fresno County Board of Supervisors, and will be made available to any interested person on request. A copy of this wage scale may also be obtained at the following Web Site: www.dir.ca.gov/dlsr.
- B. Pursuant to Section 1775 of the Labor Code of the State of California, nothing in this Article shall prevent the employment of properly registered apprentices upon public works. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which he/she is registered.
- C. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

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

7-1.04 PUBLIC SAFETY

7-1.04A General

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

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

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

Cover signs that direct traffic to a closed area.

Add to the end of Section 7-1.04A:

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

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

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

- 1. Working behind a barrier
- 2. Paving, grinding, or grooving
- 3. Installing, maintaining, or removing traffic control devices except Type K temporary railing

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

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

7-1.04B WORK ZONE SAFETY AND MOBILITY 7-1.04B(1) POLICY

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

7-1.04B(2)TRAFFIC MANAGEMENT PLAN

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

7-1.04B(3)TEMPORARY TRAFFIC CONTROL PLAN

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

7-1.04B(4)PUBLIC INFORMATION

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

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

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

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

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

Replace Section 7-1.06D(2) with:

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

Refer to the *Agreement* of these special provisions

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

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

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

Replace Section 7-1.06E with:

7-1.06E Automobile Liability Insurance

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

Replace Section 7-1.06G with:

7-1.06G NOT USED

Replace Section 7-1.06H with:

7-1.06H Enforcement

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

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

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

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

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

Replace Section 7-1.06l with:

7-1.06l Self-Insurance

Comply with the *Agreement* of these special provisions.

Add to the beginning of Section 7-1.07B:

This section applies to seal coat projects.

Add Section 7-1.07C:

7-1.07C Claims

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

1. 10 percent of the total bid

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

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

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

- 1. The claims are processed as formal government claims subject to all laws and policies and are resolved as the Department determines including referring the claim to you for handling.
- 2. If the Department approves settlement of a claim or is ordered to pay pursuant to a court order, the claim is paid from funds withheld from you.

3. Within 3 business days of the Department's determination that you are responsible for resolving the claim, the Department sends a copy of the claim to you for resolution or notifies you of the Department's decision to resolve the claim.

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

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

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

8 PROSECUTION AND PROGRESS

Replace Section 8-1.01 with:

8-1.01 GENERAL

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

8-1.01A Work Hours

Perform all work on working days during daytime.

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

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

Do not perform work during nighttime unless approved by the Engineer

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

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

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

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

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

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

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

Replace Section 8-1.02C with:

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

Replace Section 8-1.04 with:

8-1.04 START OF JOB SITE ACTIVITIES

8-1.04A General

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

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

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

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

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

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

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

8-1.04B Standard Start

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

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

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

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

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

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

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

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

Pay to the County of Fresno the sum of

FOUR THOUSAND TWO HUNDRED DOLLARS (\$4200.00)

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

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

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

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

Liquidated damages are specified in Section 8-1.04.

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

9 PAYMENT

Add Section 9-1.01A:

9-1.01A COMPENSATION

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

Delete paragraphs 11-14 of Section 9-1.03.

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

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

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

Replace the last paragraph of Section 9-1.03 with:

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

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

Replace Section 9-1.16F with:

9-1.16F Retentions

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

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

work will be considered. The estimated value of the material established by the Engineer will in no case exceed the contract price for the item of work for which the material is furnished.

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

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

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

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

Add Section 9-1.23:

9-1.23 RESOLUTION OF CONTRACT CLAIMS

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

California Public Contract Code Section 9204

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

- (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
 - (B) "Public entity" shall not include the following:
 - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
 - (B) The claimant shall furnish reasonable documentation to support the claim.
 - (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
 - (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
 - (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 - (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its

written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.

- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

California Public Contract Code Sections 20104 - 20104.6

Section 20104

- (a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
 - (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- **(b)(1)** "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
 - (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- **(c)** The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

Section 20104.2

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

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- **(b) (1)** For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
 - **(2)** If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time

no greater than that taken by the claimant in producing the additional information, whichever is greater.

- **(c) (1)** For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
 - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - **(3)** The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- **(e)** Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Section 20104.4

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

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- **(b) (1)** If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

- (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
- (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- **(c)** The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Section 20104.6

- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- **(b)** In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Add Section 9-1.24:

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

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

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

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

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

Add Section 9-1.25:

9-1.25 SUPPLEMENTAL WORK

The Supplemental Work bid item is provided to compensate the Contractor for new and unforeseen work necessary to construct the project as designed and intended. Supplemental Work is not for design changes. Supplemental Work will be classed as extra work in accordance with the provisions of Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. The dollar amount for supplemental work shown in the Proposal is an estimate only, and shall be included in each bidder's proposal.

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

Payment will be based on the total amount of authorized Supplemental Work actually performed. The provisions in Section 9-1.06, "Changed Quantity Pay Adjustments" of the Standard Specifications shall not apply to the item "Supplemental Work."

The Supplemental Work (Road Preparation) is provided to compensate for additional crack filling, pothole filling, and other patching in preparation for placement of the interlayer and not associated with the other provided Bid Items. This work is determined by the Engineer.

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to the end of Section 10-1.02A:

All roadway work must be completed before Washington Unified School District starts on August 12, 2025.

Add to the end of Section 10-1.02B:

Install loop detectors in the uppermost layer of the new pavement.

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

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

12 TEMPORARY TRAFFIC CONTROL

Replace Section 12-2 with: 12-2 PROJECT SPECIFIC FUNDING SIGNS

12-2.01 CONSTRUCTION ADVANCED NOTIFICATION SIGNS (ANS) 12-2.01A GENERAL

Details for construction ANS are in Project Details.

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

12-2.01B MATERIALS

Provide Construction ANS, barricades, and mounting hardware.

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

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

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

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

12-2.01C CONSTRUCTION

Mount construction ANS to barricades.

Provide and Install construction ANS at the locations designated by the Engineer 7 days before starting major work activities visible to highway users.

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

12-2.01D PAYMENT

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

12-2.02 CONSTRUCTION PROJECT FUNDING SIGNS 12-2.02A GENERAL

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

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

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

12-2.02B MATERIALS

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

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

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

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

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

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

FRESNO COUNTY ROAD FUNDS / SB-1

12-2.02C CONSTRUCTION

Provide and install the quantity of construction project funding signs shown on the Bid Item List at the locations designated by the Engineer before starting major work activities visible to highway users.

Upon completion and acceptance of the work, the signs shall remain in place and become the property of the County.

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

12-2.02D PAYMENT

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

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

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

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

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

Add to the end of Section 12-3.01D:

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

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

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

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

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

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

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

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

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

Reserved

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

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

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

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

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

Install K rail as shown in the project plans.

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

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

- 1. Required to conform with your traffic control plan
- 2. Required to conform with the MUTCD

- 3. Necessary for public safety or convenience as determined by the Engineer
- 4. Required to perform staged construction shown on the plans

Add to Section 12-3.32C:

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

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

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

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

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

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

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

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

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

12-4.02A(3)(a) General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Not Used.

Replace Section 12-4.02C(1) with:

12-4.02C(1) General

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

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

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

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

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

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

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

Do not use automated flagger assistance devices:

- 1. On multi-lane highways
- 2. As a substitute or a replacement for a temporary traffic control signal
- 3. If the devices impair access for pedestrians and bicycles, unless alternate access is provided
- 4. If the usable shoulder area is not wide enough to place a trailer mounted device
- 5. If the distance between the devices is more than 800 feet, except when each device is controlled by a separate operator and radio communication is available between the AFAD operators

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

Replace Section 12-4.02C(2) with:

12-4.02C(2) Not Used

Replace Section 12-4.02C(3) with:

12-4.02C(3) Closure Requirements and Charts 12-4.02C(3)(a) General

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

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

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

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

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

Reserved

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

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

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

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

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

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

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

Provide a minimum of one paved traffic lane, not less than 11 feet wide, to 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.

Keep driveways and access roads accessible at all times.

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

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

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

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

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

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

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

12-4.02C(7)(d) Reserved

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

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

12-4.02C(9)(d) Payment

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

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

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

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

Not Used

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

Not Used

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

12-4.02C(11)(d) Payment

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

Replace Section 12-4.02C(14) with:

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

If you do not provide the traffic control and it becomes necessary for the Engineer to notify you of your duties according to the Standard Specifications and these special provisions, you will pay \$200 per 15-minute period or portion thereof to the County for all the time required to acquire the traffic control, including pilot car.

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

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

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

Replace Section 12-4.02D with:

12-4.02D Payment

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

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

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

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

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

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

13 WATER POLLUTION CONTROL

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

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

13-1.01D(2) Regulatory Requirements

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

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

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

This Project disturbs 0.96 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 13-2.04:

13-2.04 PAYMENT

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

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

Add to Section 13-3.01A:

This project's risk level is low.

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

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

Add Section 13-3.01C(5):

13-3.01C(5) Annual Certification

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

Replace Section 13-3.04:

13-3.04 PAYMENT

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

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

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

- 1. Total of 50 percent of the item total upon authorization of the SWPPP, and the completed N.O.I has been listed in the SMARTS public access database for the project.
- 2. Total of 90 percent of the item total upon work completion
- 3. Total of 100 percent of the item total upon Contract acceptance, and N.O.T has been closed in the SMARTS public access database for the project.

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

The Department pays:

- 1. \$500 for each authorized rain event action plan
- 2. \$2,000 for each authorized stormwater annual report upon acceptance by RWQCB

The Department does not adjust the unit price for an increase or decrease in the quantity of:

- 1. Rain event action plan
- 2. Storm water sampling and analysis day
- 3. Storm water annual report

Replace Section 13-4.03G with:

13-4.03G Dewatering

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

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

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

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

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

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

Replace Section 13-6.04 with:

13-6.04 PAYMENT

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

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

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

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

Replace Section 13-7.03D with:

13-7.03D Payment

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

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

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

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

The plan, if required, must include:

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

14 ENVIRONMENTAL STEWARDSHIP

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

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

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

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

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

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

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

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

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

Replace Section 14-11.14A with:

Section 14-11.14 is applicable to all projects. Wood removed from guardrail, signs, or structures is considered treated wood waste.

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

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

Replace Section 14-12.04 with:

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

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

DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

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

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

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

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

Add to end of Section 17-2.03C:

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

19 EARTHWORK

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

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

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

Replace Section 19-9.02 with:

Materials for shoulder backing shall be only the materials produced from the cold plane operation of this project. The excess materials from the cold plane operation shall be stored at the location(s) specified by the Engineer. The excess materials will be hauled to the County yard by the County.

20 LANDSCAPE

Replace Section 20-1.02B with:

20-1.02B Water

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

22 FINISHING ROADWAY

DIVISION IV SUBBASE AND BASE 24 STABILIZED SOILS

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

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

27 CEMENT TREATED BASES

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

Quality characteristic	Test method	
Aggregate gradation	California Test 202 modified	
Sand equivalent	California Test 217	
R-value ^a	California Test 301	

Optimum moisture content	California Test 312		
Moisture content	California Test 226		
Relative compaction	California Test 312 or 231		
Compressive strength ^b	California Test 312		

28 CONCRETE BASES

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

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

Sample the base under California Test 125.

30 RECLAIMED PAVEMENT

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

Add to the end of Section 30-4.02A:

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

DIVISION V SURFACINGS AND PAVEMENTS

36 GENERAL

Replace Section 36-3 with: 36-3 PAVEMENT SMOOTHNESS

36-3.01 GENERAL

36-3.01A Summary

Section 36-3 includes specifications for measuring the smoothness of pavement surfaces.

36-3.01B Definitions

Reserved

36-3.01C Submittals

36-3.01C(1) General

Reserved

36-3.01C(2) Reserved

36-3.01C(3) Reserved

36-3.01C(4) Straightedge Measurements

Within 2 business days of measuring smoothness with a straightedge, submit a list of the areas requiring smoothness correction. Identify the areas by:

- 1. Location number
- 2. District-County-Route
- 3. Beginning station or post mile to the nearest 0.01 mile
- 4. For correction areas within a traffic lane:

- 4.1. Lane direction, NB, SB, EB, or WB
- 4.2. Lane number from left to right in the direction of travel
- 4.3. Wheel path, L for left, R for right, or B for both
- 5. For correction areas not within a traffic lane:
 - 5.1. Identify the pavement area, such as shoulder, weigh station, or turnout
 - 5.2. Direction and distance from the centerline, L for left or R for right
- 6. Estimated size of correction area

36-3.01D Quality Assurance

36-3.01D(1) General

Reserved

36-3.01D(2) Reserved 36-3.01D(3) Quality Control 36-3.01D(3)(a) General

Reserved

36-3.01D(3)(b) Smoothness

36-3.01D(3)(b)(i) General

Test pavement smoothness using a 12-foot straightedge for the pavement at:

- 1. Traffic lanes less than 1,000 feet in length, including ramps, turn lanes, and acceleration and deceleration lanes
- 2. Areas within 15 feet of manholes
- 3. Shoulders
- 4. Weigh-in-motion areas
- 5. Miscellaneous areas such as medians, gore areas, turnouts, and maintenance pullouts
- 6. Any other areas selected by the Engineer

36-3.01D(3)(b)(ii) Reserved

36-3.01D(3)(b)(iii) Reserved

36-3.01D(4) Department Acceptance

The Department accepts pavement surfaces for smoothness based on compliance with the smoothness specifications for the type of pavement surface specified.

For areas that require pavement smoothness determined using a 12-foot straightedge, the pavement surface must not vary from the lower edge of the straightedge by more than:

- 1. 0.01 foot when the straightedge is laid parallel with the centerline
- 2. 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
- 3. 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

36-3.02 MATERIALS

Not Used

36-3.03 CONSTRUCTION

Perform pavement smoothness testing in areas selected by the Engineer in the presence of the Engineer.

36-3.04 PAYMENT

Not Used

Replace Section 36-4 with:

36-4 RESIDUE CONTAINING LEAD FROM PAINT AND THERMOPLASTIC 36-4.01 GENERAL

Section 36-4 includes specifications for performing work involving residue from grinding and cold planing that contains lead from paint and thermoplastic.

36-4.02 MATERIALS

Not Used

36-4.03 CONSTRUCTION

The residue from grinding or cold planing contains lead from paint and thermoplastic. The average lead concentrations are less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

- 1. Is a nonhazardous waste
- Does not contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs
- 3. Is not regulated by the Federal Resource Conservation and Recovery Act, 42 USC § 6901 et seq.

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

36-4.04 PAYMENT

Not Used

37 SEAL COATS

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

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

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

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

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

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

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

Aggregate Quality Control Requirements

Quality characteristic	Test method	Minimum sampling and testing frequency	Location of sampling
Los Angeles Rattler loss (max, %) At 100 revolutions At 500 revolutions	California Test 211	1st day of production	See California Test 125
Percent of crushed particles Coarse aggregate (min, %) One-fractured face Two-fractured faces Fine aggregate (min, %) (Passing No. 4 sieve and retained on No. 8 sieve) One fractured face	AASHTO T 335	1st day of production	See California Test 125
Flat and elongated particles (max by weight at 3:1, %)	ASTM D4791	1st day of production	See California Test 125
Film stripping (max, %)	California Test 302	1st day of production	See California Test 125
Durability (min)	California Test 229	1st day of production	See California Test 125
Gradation (% passing)	California Test 202	2 per day	See California Test 125
Cleanness value (min)	California Test 227	2 per day	See California Test 125

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add to Section 37-3.01B(2):

Aggregate for slurry seal must be Type II.

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

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

Replace Section 37-3.02A(3) with:

37-3.02A(3) Submittals

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

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

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

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

Replace Section 37-3.02B(2) with:

37-3.02B(2) Asphaltic Emulsions

Reserved

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

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

Add to Section 37-4.02A(1):

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

Replace Section 37-4.02A(3) with:

37-4.02A(3) Submittals

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

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

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

Replace Section 37-4.03C(1) with:

Do not track asphaltic emulsion on existing pavement surfaces.

Apply sand immediately after applying asphaltic emulsions.

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

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

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

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

37-5.01C Submittals

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

Add to Section 37-6.02B:

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

Crack treatment must be hot-applied.

Delete the 3rd paragraph of Section 37-6.03

Add to Section 37-6.03:

Fill the crack overband not more than 3 inches wide.

39 ASPHALT CONCRETE

Replace the list in the second paragraph of Section 39-2.01A(1) with:

- 1. Type A HMA
- 2. Minor HMA

Add to the end of the list in Section 39-2.01A(2):

8. Driveways and driveway approaches

Replace the 1st sentence of Section 39-2.01A(3)(b)(i) with:

Except for the HMA to be used in miscellaneous areas, dikes, and berms, submit your proposed JMF for each type of HMA to be used.

Replace the 2nd paragraph of Section 39-2.01A(3)(b)(i) with:

The Contractor Hot Mix Asphalt Design Data form must show documentation on aggregate quality.

Replace the 3rd paragraph of Section 39-2.01A(3)(b)(i) with:

If you cannot submit a Department-verified or Caltrans-verified JMF on a Caltrans Hot Mix Asphalt Verification form dated within 24 months before HMA production, the Engineer verifies the JMF.

Replace the 1st paragraph of Section 39-2.01A(3)(c) with:

With your proposed JMF submittal, submit a QC plan for HMA.

Add after the 4th paragraph of Section 39-2.01A(3)(c):

The QC Plan must include action and suspension limits and details of corrective action to be taken if any process is outside of those limits. Suspension limits must not exceed specified acceptance criteria.

The QC plan must describe how test results will be submitted including times for sampling and testing for each quality characteristic.

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

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

If ordered, submit QC results within 3 business days of a request.

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

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

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

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

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

Replace the 1st sentence of the 2nd paragraph of Section 39-2.01A(3)(f) with:

For each delivery of liquid antistrip to the HMA production plant, submit a 1 pt sample to the Engineer.

Replace the 1st sentence of the 3rd paragraph of Section 39-2.01A(3)(f) with:

At the end of each day's production shift, submit production data in electronic media.

Replace the 1st sentence in the last paragraph of Section 39-2.01A(3)(g) with:

Each day during lime treatment, submit the treatment data log on electronic media in tab delimited format.

Replace the 1st sentence in the last paragraph of Section 39-2.01A(3)(h) with:

At the end of each day's production shift, submit electronic media from the HMA plant process controller.

Replace Section 39-2.01A(4)(a) with:

39-2.01A(4)(a) General

Take samples under California Test 125. Reduce samples of HMA to testing size under AASHTO R47.

AASHTO T 324 (Modified) is AASHTO T 324 with the following parameters:

- 1. Target air voids must equal 7.0 ± 1.0 percent
- 2. Specimen height must be 60 ± 1 mm
- 3. Number of test specimens must be 4 to run 2 tests
- 4. Do not average the 2 test results
- 5. Test specimen must be a 150 mm gyratory compacted specimen
- 6. Test temperature must be set at:
 - 6.1. 113 ± 2 degrees F for PG 58
 - 6.2. 122 ± 2 degrees F for PG 64
 - 6.3. 131 ± 2 degrees F for PG 70 and above
- 7. Measurements for impression must be taken at every 100 passes along the total length of the sample
- 8. Inflection point is the number of wheel passes at the intersection of the creep slope and the stripping slope at maximum rut depth
- 9. Testing shut off must be set at 25,000 passes
- 10. Submersion time for samples must not exceed 4 hours

If a WMA technology is used, a technical representative for the WMA technology must attend the preconstruction meeting.

Replace item 2 in the list in the 2nd paragraph of Section 39-2.01A(4)(b) with:

2. Asphalt binder. Take at least four 1 qt samples. Each sample must be in a cylindrical-shaped can with an open top and friction lid. If the asphalt binder is modified or rubberized, the asphalt binder must be sampled with the components blended in the proportions to be used.

Add the following item to the list in the 5th paragraph of Section 39-2.01A(4)(b):

4. Voids in mineral aggregate on laboratory-produced HMA

Replace the word "Caltrans" with "Department" in the 10th paragraph of Section 39-2.01A(4)(b).

Replace item 2 in the list in the 1st paragraph of Section 39-2.01A(4)(d) with:

2. Asphalt binder. Take at least four 1 qt samples. Each sample must be in a cylindrical-shaped can with an open top and friction lid. If the asphalt binder is modified or rubberized, the asphalt binder must be sampled with the components blended in the proportions to be used.

Replace the word "Department's" with "Caltrans" in Section 39-2.01A(4)(f)(i).

Replace the word "Department's" with "Caltrans" in Section 39-2.01A(4)(f)(ii).

Add the following to the end of Section 39-2.01A(4)(h)(i):

You are not entitled to compensation for the suspension of work resulting from noncompliance with quality control requirements, including those identified in the QC Plan.

Replace the 2nd paragraph of Section 39-2.01A(4)(h)(v) with:

Within the first 750 tons produced on the 1st day of HMA production, in the Engineer's presence, and from the same production run, take samples of:

- 1. Aggregates. Coarse, fine, and supplemental fine aggregates must be taken from the combined cold-feed belt or the hot bins. If lime treatment is required, samples must be taken from individual stockpiles before lime treatment. Samples must be at least 120 lb. for each coarse aggregate, 80 lb. for each fine aggregate, and 10 lb. for each type of supplemental fines. For hot-bin samples, the Department combines these aggregate samples to verify the TV submitted on a Contractor Job Mix Formula Proposal form.
- 2. Asphalt binder. Take at least two 1 qt samples. Each sample must be in a cylindrical-shaped can with an open top and friction lid. If the asphalt binder is modified or rubberized, the asphalt binder must be sampled with the components blended in the proportions to be used.
- 3. RAP. Samples must be at least 50 lb. from each fractionated stockpile.
- 4. Plant-produced HMA. The HMA samples must be at least 250 lb.

Delete the 6th paragraph of Section 39-2.01A(4)(h)(v).

Replace Section 39-2.01A(4)(h)(vii) with:

39-2.01A(4)(h)(vii) RESERVED

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

39-2.01A(4)(i)(iii) Pavement Smoothness

For HMA pavement within 3 feet from and parallel to the construction joint formed between curbs, gutters, or existing pavement, test pavement smoothness using a 12-foot straightedge.

Replace the word "Department" with "Caltrans" in the 2nd paragraph of Section 39-2.01A(4)(i)(iv).

Replace the word "Department" with "Caltrans" in the 4th paragraph of Section 39-2.01B(4)(c)(ii).

Replace the word "Department's" with "Caltrans" where it occurs in Section 39-2.01B(8)(a).

Replace Section 39-2.01B(11) with:

39-2.01B(11) Miscellaneous Areas, Dikes, & Berms

For miscellaneous areas, dikes, and berms:

- 1. Use Minor HMA.
- 2. Choose the aggregate gradation from:
 - 2.1. 3/8-inch Type A HMA aggregate gradation
 - 2.2. 1/2-inch Type A HMA aggregate gradation
 - 2.3. dike mix aggregate gradation
- 3. Choose asphalt binder Grade PG 64-10, PG 64-16 or PG 70-10.
- 4. Minimum asphalt binder content must be:
 - 4.1. 6.40 percent for 3/8-inch Type A HMA aggregate gradation
 - 4.2. 5.70 percent for 1/2-inch Type A HMA aggregate gradation
 - 4.3. 6.00 percent for dike mix aggregate gradation

If you request and the Engineer authorizes, you may reduce the minimum asphalt binder content.

Aggregate gradation for dike mix must be within the TV limits for the specified sieve size shown in the following table:

Dike Mix Aggregate Gradation (Percentage Passing)

Sieve size	Target value limit	Allowable tolerance
1/2"	100	
3/8"		95 - 100
No. 4	73–77	TV ± 10
No. 8	58–63	TV ± 10
No. 30	29–34	TV ± 10
No. 200		0 - 14

For HMA used in miscellaneous areas, dikes, and berms, Sections 39-2.01A(3), 39-2.01A(4), 39-2.01B(2), 39-2.01B(4)(c), and 39-2.01B(5)–(10) do not apply.

Replace the 2nd paragraph of 39-2.01C(3)(g) with:

Before placing the interlayer or asphalt binder, clean the pavement of loose and extraneous material.

Replace Section 39-2.01C(4)(b) with:

39-2.01C(4)(b) Tapered Notched Wedge

Not used

Add the following after the last paragraph of Section 39-2.01C(5):

The test section:

- 1. Must not be less than 0.1 mile in length.
- 2. Must have a width equal to the width of the pavement and tapered edge to be paved in one pass during production.
- 3. Locations shall be proposed by the Contractor and approved by the Engineer.

The test section must be constructed with asphalt paver fitted with one of the following FHWA-approved tapered edge devices:

- 1. **"Shoulder Wedge Maker"** manufactured by Transtech Systems, Inc.,1594 State Street, Schenectady, NY 12304, Telephone 1-800-724-6306 or 518-370-5558
- "Advant-Edger" manufactured by Advant-Edge Paving Equipment LLC, 33 Old Niskayuna Road, Loudonville, NY 12211, Telephone 814-422-3343
- 3. **"Ramp Champ"** manufactured by Advant-Edge Paving Equipment LLC, 33 Old Niskayuna Road, Loudonville, NY 12211, Telephone 814-422-3343
- 4. "SafeTSlope" manufactured by Troxler Electronic Laboratories, Inc., 3008 E. Cornwallis Rd. Research Triangle Park, NC 27709, Telephone 877-876-9537

Comply with manufacturer's instructions for attaching the device(s) to the paver. The Engineer accepts the use of selected tapered edge device when edge shape and compaction of the test section are in compliance with plans and specifications. No further paving operations which include the construction of the tapered edge shall commence unless means and methods for constructing the tapered edge are approved by the Engineer.

Add to the end of Section 39-2.01C(7):

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

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

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

Replace Section 39-2.01C(9) with:

39-2.01C(9) Miscellaneous Areas , Dikes, & Berms

Prepare the area to receive HMA for miscellaneous areas, dikes, and berms, including excavation and backfill as needed.

Spread the HMA in miscellaneous areas in 1 layer and compact to the specified lines and grades.

In median areas adjacent to slotted median drains, each layer of HMA must not exceed 0.20 foot maximum compacted thickness.

The finished surface must be:

- 1. Textured uniformly
- 2. Compacted firmly
- 3. Without depressions, humps, and irregularities

Add to the list in the 1st paragraph of Section 39-2.01C(15)(b):

5. HMA overlays over existing pavement

Replace the 2nd paragraph in Section 39-2.01D with:

Except for when a bid item for tack coat is specified, payment for tack coat is included in the payment for hot mix asphalt.

Replace the 5th paragraph in Section 39-2.01D with:

The payment quantity for place hot mix asphalt dike or berm of the type shown on the Bid Item List is the length measured from end to end. Payment for the HMA used to construct the dike or berm is not included in the payment for place hot mix asphalt dike or berm.

Replace Section 39-2.02A(4)(b)(ii) with:

39-2.02A(4)(b)(ii) Aggregates

Test the quality characteristics of aggregates under the test methods and frequencies shown in the following table:

Aggregate Testing Frequencies

Quality characteristic	Test method	Minimum testing frequency
Gradationa	AASHTO T 27	
Sand equivalent ^{b, c}	AASHTO T 176	1 per 750 tons and any remaining part
Moisture content ^d	AASHTO T 255	
Crushed particles	AASHTO T 335	
Los Angeles Rattler	AASHTO T 96	1 per 10,000 tons or 2 per project
Flat and elongated particles	ASTM D4791	whichever is greater
Fine aggregate angularity	AASHTO T 304	willchever is greater
	Method A	
Coarse durability index	AASHTO T 210	1 per 3,000 or 1 per paving day,
Fine durability index	AASHTO T 210	whichever is greater

alf RAP is used, test the combined aggregate gradation under California Test 384.

For lime treated aggregate, test aggregate before treatment and test for gradation and moisture content during HMA production.

Replace Section 39-2.02A(4)(b)(iii) with:

39-2.02A(4)(b)(iii) Reclaimed Asphalt Pavement

Sample and test processed RAP at a minimum frequency of 1 sample per 1,000 tons with a minimum of 6 samples per fractionated stockpile. If the fractionated stockpile has not been augmented, the 3 RAP samples taken and tested for mix design can be part of this minimum sample requirement. If a processed RAP stockpile is augmented, sample and test processed RAP quality characteristics at a minimum frequency of 1 sample per 500 tons of augmented RAP.

The combined RAP sample when tested under AASHTO T 164 must be within ±2.00 percent of the average asphalt binder content reported on page 4 of your Contractor Hot Mix Asphalt Design Data form. If a new processed RAP stockpile is required, the average binder content of the new processed RAP stockpile must be within ±2.00 percent of the average binder reported on page 4 of your Contractor Hot Mix Asphalt Design Data form.

The combined RAP sample when tested under AASHTO T 209 must be within ±0.06 of the average maximum specific gravity reported on page 4 of your Contractor Hot Mix Asphalt Design Data form.

^bReported value must be the average of 3 tests from a single sample.

^eUse of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7,

[&]quot;Manual Shaker," 7.1.2, "Alternate Method No. 2," and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in Section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

^dTest at continuous mixing plants only. If RAP is used, test the RAP moisture content at continuous mixing plant and batch mixing plant.

During Type A HMA production, sample RAP twice daily and perform QC testing for:

- 1. Aggregate gradation at least once a day under California Test 384
- 2. Moisture content at least twice a day

Replace Section 39-2.02A(4)(b)(ix) with:

39-2.02A(4)(b)(ix) Type A Hot Mix Asphalt Production

Test the quality characteristics of Type A HMA under the test methods and frequencies shown in the following table:

Type A HMA Production Testing Frequencies

Quality characteristic	Test method	Minimum testing frequency
Asphalt binder content	AASHTO T 308, Method A	1 per 750 tons and any remaining part
HMA moisture content	AASHTO T 329	1 per 2,500 tons but not less than 1 per paving day
Air voids content	AASHTO T 269	1 per 4,000 tons or 2 every 5 paving days, whichever is greater
Voids in mineral aggregate	MS-2 Asphalt Mixture Volumetrics	1 per 10,000 tons or 2 per project
Dust proportion	MS-2 Asphalt Mixture Volumetrics	whichever is greater
Hamburg wheel track	California Test 389	1 per 10,000 tons or 1 per project, whichever is greater
Moisture susceptibility	AASHTO T 283	3 per 250 tons or 3 per paving day, whichever is greater

Replace the 1st table in the 1st paragraph of Section 39-2.02A(4)(e) with: 39-2.02A(4)(e) Department Acceptance

The Department accepts Type A HMA based on compliance with:

1. Aggregate quality requirements shown in the following table:

Aggregate Quality

Aggregate waanty				
Quality characteristic	Test method	Requirement		
Aggregate gradation ^a	AASHTO T 27	JMF ± Tolerance		
Percent of crushed particles				
Coarse aggregate (min, %)				
One-fractured face		95		
Two-fractured faces	AASHTO T 335	90		
Fine aggregate (min, %)	AASITIO 1 333			
(Passing No. 4 sieve				
and retained on No. 8 sieve.)				
One-fractured face		70		
Los Angeles Rattler (max, %)				
Loss at 100 Rev.	AASHTO T 96	12		
Loss at 500 Rev.		40		
Sand equivalent (min.) ^{b, c}	AASHTO T 176	47		
Flat and elongated particles (max, % by	ASTM D4791	10		
weight at 5:1)		10		
Fine aggregate angularity (min, %)d	AASHTO T 304, Method A	45		
Coarse durability index (Dc, min)	AASHTO T 210	65		
Fine durability index (D _f , min)	AASHTO T 210	50		

^aThe Engineer determines combined aggregate gradations containing RAP under California Test 384

Replace the 1st sentence in the 2nd paragraph of Section 39-2.02B(2) with:

For Type A HMA mixtures using RAP, the maximum allowed binder replacement is 25.0 percent.

Replace Section 39-2.02B(3) with:

39-2.02B(3) Asphalt Binder

The grade of asphalt binder for Type A HMA must be PG 64-10.

Replace Section 39-2.02B(4)(a) with:

39-2.02B(4)(a) General

Before the addition of asphalt binder and lime treatment, the aggregates must comply with the requirements shown in the following table:

^bReported value must be the average of 3 tests from a single sample.

^cUse of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7,

[&]quot;Manual Shaker," 7.1.2, "Alternate Method No. 2," 8.4.2 Manual Shaker Method, and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in Section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

^dThe Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

Aggregate Quality

Quality characteristic	Test method	Requirement
Percent of crushed particles:		
Coarse aggregate (min, %)		
One-fractured face		95
Two-fractured faces	AASHTO T 335	90
Fine aggregate (min, %)	Fine aggregate (min, %)	
(Passing No. 4 sieve		
and retained on No. 8 sieve.)		
One-fractured face		70
Los Angeles Rattler (max, %)		
Loss at 100 Rev.	AASHTO T 96	12
Loss at 500 Rev.		40
Sand equivalent (min) ^a	AASHTO T 176	47
Flat and elongated particles (max, % by weight at 5:1)	ASTM D4791	10
Fine aggregate angularity (min, %) ^b	AASHTO T 304, Method A	45
Coarse durability index (Dc, min)	AASHTO T 210	65
Fine durability index (Df, min)	AASHTO T 210	50

^aThe reported value must be the average of 3 tests from a single sample. Use of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," 8.4.2 Manual Shaker Method, and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in Section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

Replace Section 39-2.02B(5) with:

39-2.02B(5) Reclaimed Asphalt Pavement

You may substitute RAP for part of the virgin aggregate in a quantity up to 15 percent of the aggregate blend.

Provide enough space at your plant for complying with all RAP handling requirements. Provide a clean, graded base, well drained area for stockpiles.

If RAP is from multiple sources, blend the RAP thoroughly and completely before fractionating.

For RAP substitution of 15 percent of the aggregate blend or less, fractionation is not required.

Isolate the processed RAP stockpiles from other materials. Store processed RAP in conical or longitudinal stockpiles. Processed RAP must not be agglomerated or be allowed to congeal in large stockpiles.

Replace Section 39-2.02B(11) with:

39-2.02B(11) Type A Hot Mix Asphalt Production

If RAP is used, the asphalt plant must automatically adjust the virgin asphalt binder to account for RAP percentage and RAP binder.

During production, you may adjust hot- or cold-feed proportion controls for virgin aggregate and RAP. RAP must be within ±3 of RAP percentage described in your Contractor Job Mix Formula Proposal form without exceeding 15 percent.

Add to the beginning of Section 39-2.02C:

Place Type A HMA in lifts if shown in the project details.

^bThe Engineer waives this specification if the Type A HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

Replace Section 39-3.02C with:

Where replace asphalt concrete surfacing is identified and marked by the Engineer, remove the asphalt concrete surfacing and, if necessary, base to a depth of 4 inches below the grade of the existing surfacing and replace with HMA. The Engineer determines the exact limits of asphalt concrete surfacing to be replaced.

The width of each removal shall be a minimum of four feet wide or as determined by the Engineer.

Use cold planed material for shoulder backing inside the project limits, as per these specifications and as directed by the Engineer.

Replace asphalt concrete in a lane before the lane is specified to be opened to traffic.

Before removing asphalt concrete, outline the replacement area and cut neat lines with a saw or grind to a depth of 4 inches below the grade of the existing surfacing. Do not damage any asphalt concrete and base remaining in place.

If you excavate the base beyond the specified plane, replace it with HMA.

Do not use a material transfer vehicle for replacing asphalt concrete surfacing.

Before placing HMA, apply a tack coat as specified in Section 39-2.01C(3)(f).

Place HMA using method compaction as specified in Section 39-2.01C(2)(c).

The contract price paid per unit shown on the Bid Item List for Replace Asphalt Concrete Pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in repairing pavement, complete in place, including disposal of removed material, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The quantity of Replace Asphalt Concrete Pavement to be paid for will be the actual volume repaired.

Replace Section 39-3.03 with:

39-3.03 REMOVE ASPHALT CONCRETE DIKES & BERMS

39-3.03A General

Section 39-3.03 applies to removing asphalt concrete dikes and berms outside the limits of excavation.

39-3.03B Materials

Not Used

39-3.03C Construction

Reserved

39-3.03D Payment

Not Used

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

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

40 CONCRETE PAVEMENT

Replace the word "Department's" with "Caltrans" in the 1st paragraph of Section 40-1.01D(4).

41 EXISTING CONCRETE PAVEMENT

Replace the 4th paragraph of Section 41-9.01C(1) with:

During individual slab replacement operations, submit uniformity reports for hydraulic cement at least once every 30 days to the Engineer. Uniformity reports must comply with ASTM C917 except testing age and water content may be modified to suit the particular material.

46 GROUND ANCHORS AND SOIL NAILS

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

Submit shop drawings and supporting calculations electronically to the Engineer.

47 EARTH RETAINING SYSTEMS

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

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

DIVISION VI STRUCTURES

49 PILING

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

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

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

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

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

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

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

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

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

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

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

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

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

50 PRESTRESSING CONCRETE

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

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

51 CONCRETE STRUCTURES

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

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

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

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

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

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

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

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

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

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

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

Submit shop drawings electronically to the Engineer.

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

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

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

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

55 STEEL STRUCTURES

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

Submit shop drawings for steel structures electronically to the Engineer.

58 SOUND WALLS

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

Submit project specific shop drawings electronically to the Engineer.

DIVISION VII DRAINAGE FACILITIES

68 SUBSURFACE DRAINS

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

DIVISION VIII MISCELLANEOUS CONSTRUCTION

78 INCIDENTAL CONSTRUCTION

Add to the end of Section 78-2.01:

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

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

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

DIVISION IX TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

Replace the word "Department's" with "Caltrans" in the 2nd paragraph of Section 82-1.01.

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

1. Phrase Property of The County of Fresno

Add to Section 82-2.02B:

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

Replace the 2nd paragraph of Section 82-2.02C with:

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

Add to Section 82-2.02D:

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

Replace Section 82-2.04 with:

82-2.04 PAYMENT

Not Used

Add to the end of Section 82-3.02A:

All new roadside signs must be mounted to steel square posts.

Add to the end of Section 82-3.02B:

All post for traffic signs must be 2"X2"X10' square by 14 gauge steel.

Welded Anchor (2 ½"X2 ½"X30") and sleeve (2 ½"X2 ½"X18") shell be used as a base to anchor post in the ground. Hole size and placement must be the same as the metal post.

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

Replace the 1st paragraph of Section 82-3.02D with:

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

Replace the last paragraph of Section 82-3.04 with:

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

83 RAILINGS AND BARRIERS

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

Construct Midwest guardrail systems using:

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

84 MARKINGS

Replace Section 84-1.03 with:

84-1.03 Construction

Before obliterating any pavement delineation (traffic stripes, pavement markings) that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing existing pavement delineation shall be considered as included in the contract prices paid for various items of work and no additional compensation will be allowed.

The Contractor shall protect pedestrian crosswalks, stop bars, rumble bars, and rumble Botts' dots from damage or displacement, unless otherwise directed by the Engineer.

Replace or repair facilities, which are damaged with your operation, at your expense.

Replace the 2nd paragraph of Section 84-2.01D(3) with:

The thermoplastic test stripe will be tested for yellow color, daytime luminance factor, and yellowness index requirements.

Delete the 1st & 2nd paragraph of Section 84-2.03B(2)(a)

Replace the 2nd paragraph of Section 84-2.03B(2)(b) with:

Apply extruded thermoplastic for a traffic stripe at a rate of at least 0.37 lb. of thermoplastic per foot of 4-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.100 inch thick.

Replace the 2nd paragraph of Section 84-2.03B(2)(c) with:

Apply sprayable thermoplastic at a rate of at least 0.29 lb. of thermoplastic per foot of 4-inch-wide solid stripe. The applied sprayable thermoplastic material must be 0.08 inch (80 mil) thick.

Replace Reserved in Section 84-9.03B with:

84-9.03B Remove Traffic Stripes and Pavement Markings Containing Lead

Residue from the removal of painted or thermoplastic traffic stripes and pavement markings contains lead from the paint or thermoplastic. The average lead concentrations are less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

- Is a nonhazardous waste
- Does not contain heavy metals in concentrations exceeding the thresholds established by the Health and Safety Code and 22 CA Code of Regs

3. Is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

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

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

The payment quantity for remove traffic stripe is the measured length of the stripe removed independent of width. Double or triple stripes are paid the same as a single stripe.

DIVISION XI MATERIALS

90 CONCRETE

Replace the 1st sentence of the 3rd paragraph of Section 90-1.01D(3) with:

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

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

Replace the word "Department" with "Caltrans" in the 2nd paragraph of Section 90-2.02E.

Replace the 3rd sentence of Item 3 of the list in the 3rd paragraph of Section 90-4.02 with: Test data authorized by the Department or Caltrans no more than 3 years before the 1st day of the Contract is authorized for the entire Contract.

92 ASPHALT BINDERS

Replace the word "Department" with "Caltrans" in the 1st sentence of Section 92-1.01D(2).

Replace the word "Department" with "Caltrans" in footnote 'b' of the 1st table in Section 92-1.02B.

Replace the word "Department" with "Caltrans" in the 5th paragraph of Section 92-1.02B.

94 ASPHALTIC EMULSIONS

Max.

Replace Section 94-1.02E with:

94-1.02E Cationic Emulsified recycling Agent

Not Used

Replace Section 94-1.02G with:

94-1.02G Bonded Wearing Course Asphaltic Emulsions

Not Used

Replace Section 94-1.02H with:

94-1.02H Rapid Setting Polymer Modified Rejuvenating Asphaltic Emulsions

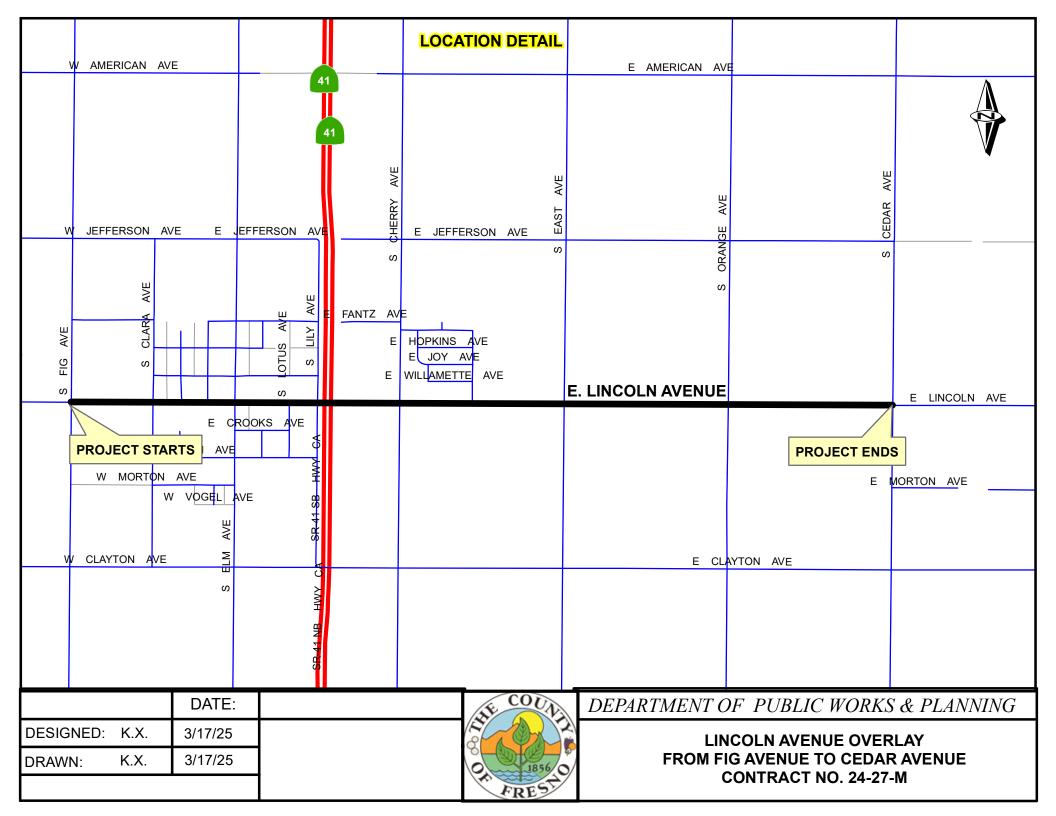
Not Used

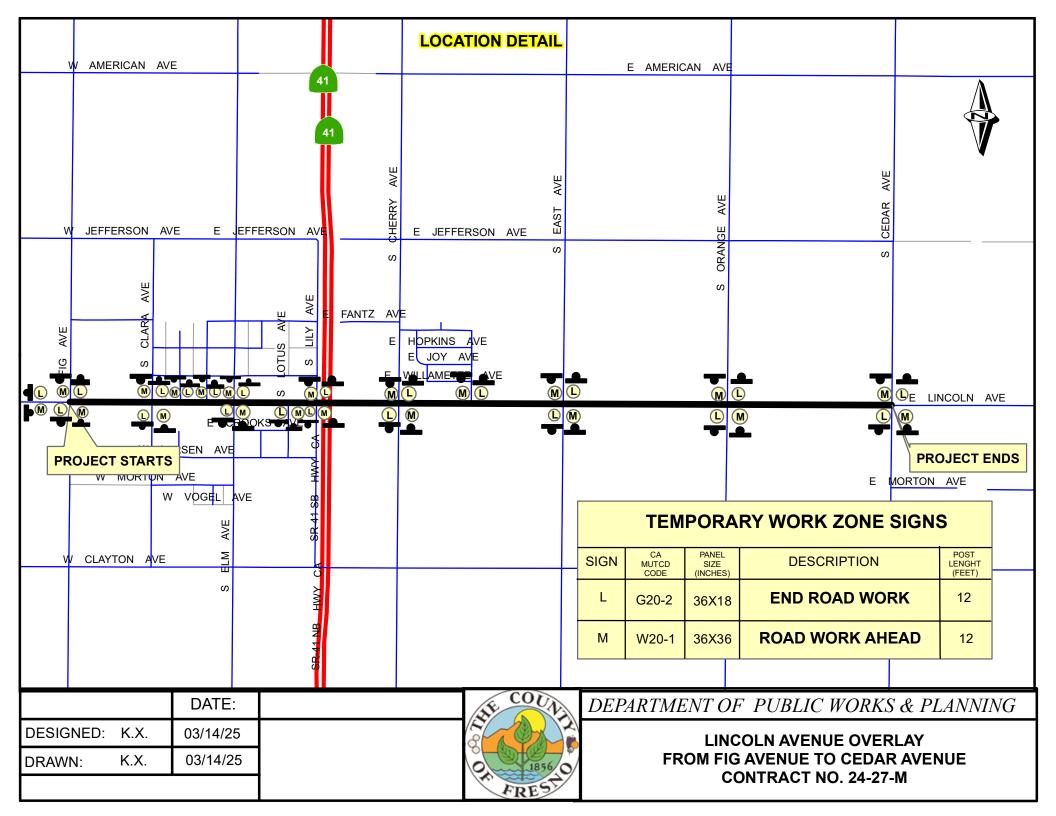
Replace Section 94-1.02K with:

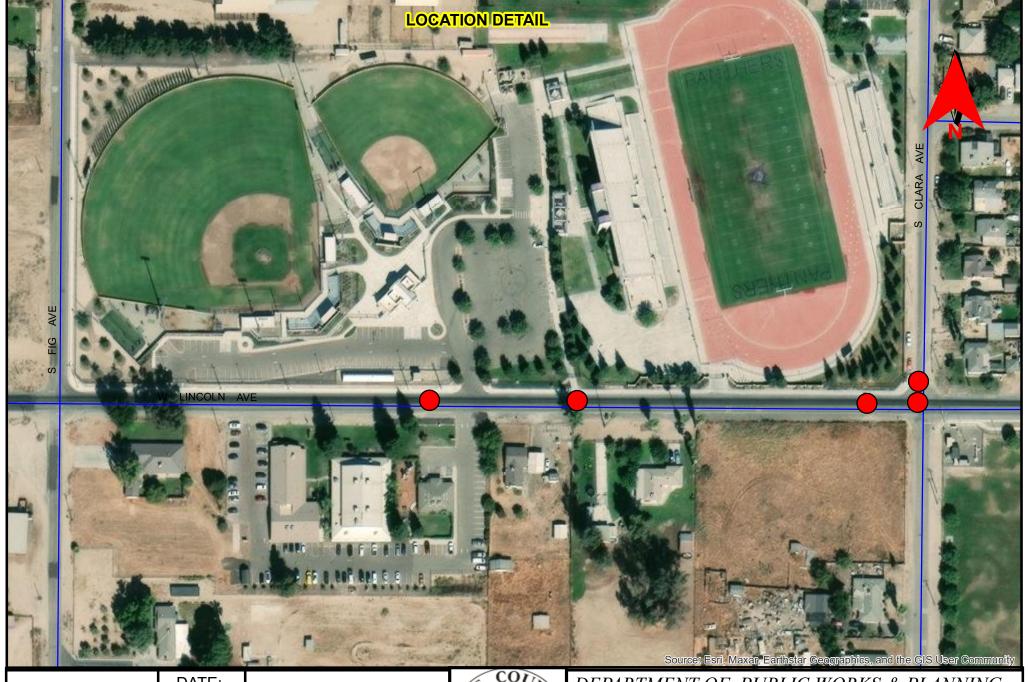
94-1.02K Micro-Surfacing Emulsions

Not Used

Project Details







DATE:

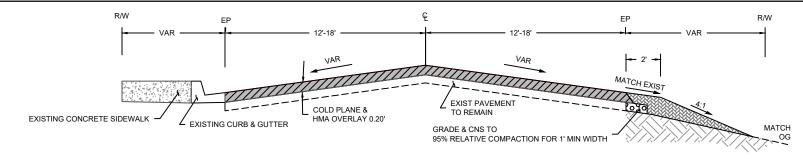
DESIGNED: K.X. 3/17/25

DRAWN: K.X. 3/17/25

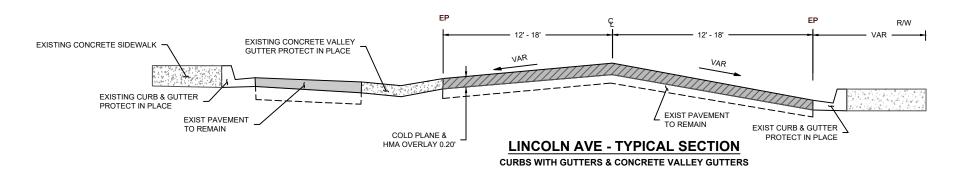


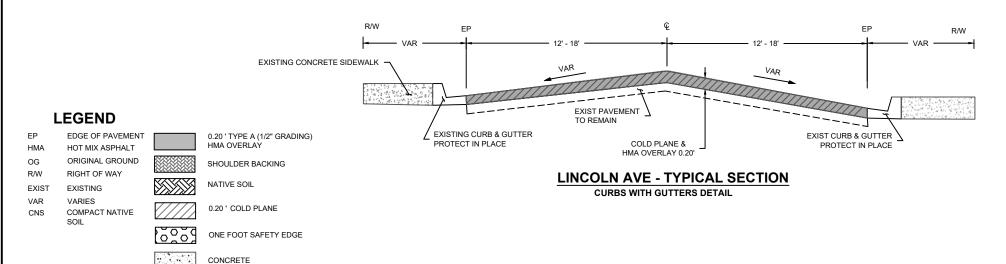
DEPARTMENT OF PUBLIC WORKS & PLANNING

LINCOLN AVENUE OVERLAY MANHOLES LOCATIONS DETAIL



LINCOLN AVE - TYPICAL SECTION



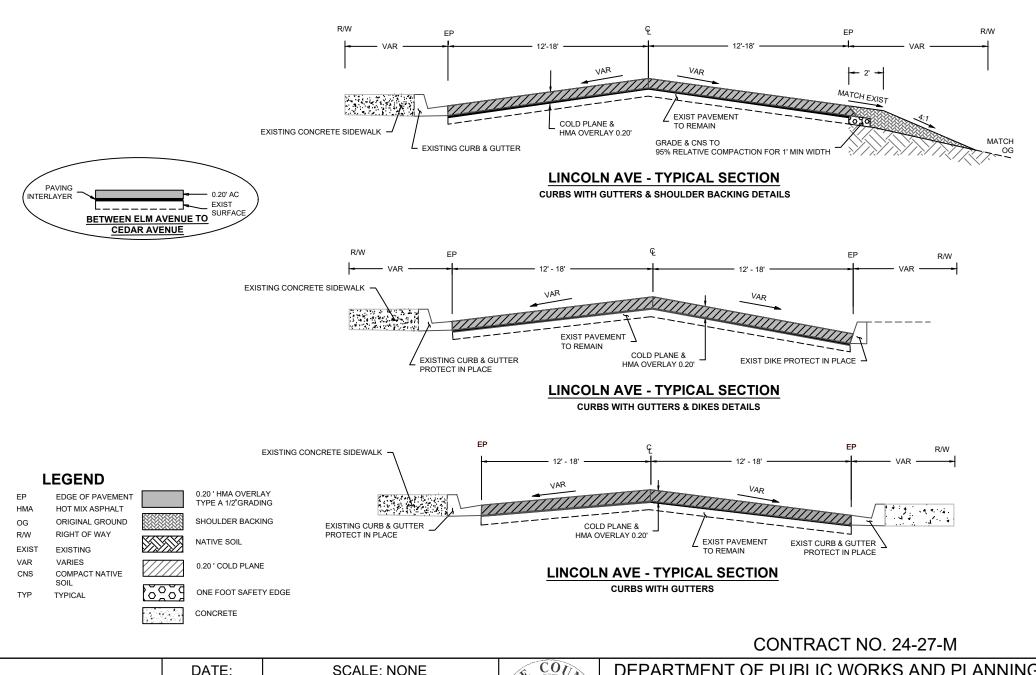


CONTRACT NO. 24-27-M

		DATE:	SCALE: NONE	COUNTY
DESIGNED:	K.X.	03/25		8
DRAWN:	K.X.	03/25		1856
CHECKED:				FREST

DEPARTMENT OF PUBLIC WORKS AND PLANNING

LINCOLN AVENUE OVERLAY
TYPICAL SECTIONS
FIG AVENUE TO ELM AVENUE



SCALE: NONE

DATE:

03/25

03/25

DESIGNED:

CHECKED:

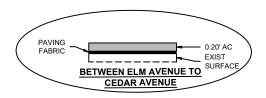
DRAWN:

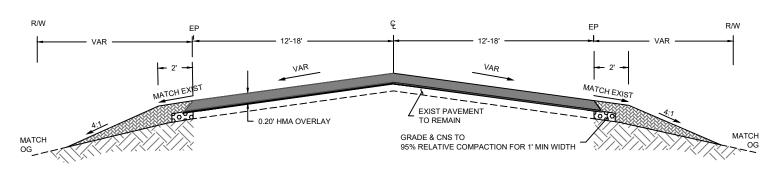
K.X.

K.X.

DEPARTMENT OF PUBLIC WORKS AND PLANNING

LINCOLN AVENUE OVERLAY TYPICAL SECTIONS **ELM AVENUE TO STATE ROUTE 41**





LINCOLN AVE - TYPICAL SECTION

LEGEND

ΕP EDGE OF PAVEMENT HMA HOT MIX ASPHALT ORIGINAL GROUND R/W RIGHT OF WAY **EXIST EXISTING**

VAR **VARIES** CNS COMPACT NATIVE SOIL

0.20 ' TYPE A (1/2" GRADING) NEW HMA OVERLAY

SHOULDER BACKING

NATIVE SOIL

COLD PLANE

ONE FOOT SAFETY EDGE

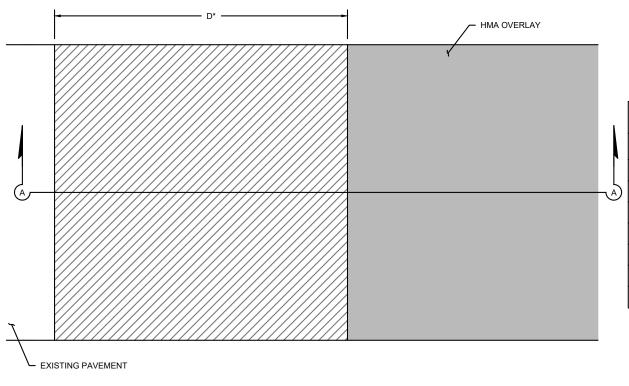
CONTRACT NO. 24-27-M

SCALE: NONE DATE: DESIGNED: K.X. 03/25 DRAWN: K.X. 03/25 CHECKED:

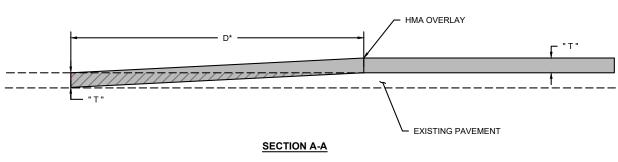


DEPARTMENT OF PUBLIC WORKS AND PLANNING

LINCOLN AVENUE OVERLAY TYPICAL SECTION STATE ROUTE 41 TO CEDAR AVENUE



MATCH DISTANCE TABLE				
TRAVEL LANE OVERLAY THICKNESS " T "	D*			
0.08'	20'			
0.10'	25'			
0.12'	30'			
0.15'	37.5'			
0.20'	50'			
0.25'	62.5'			
0.30'	75'			



HMA OVERLAY

COLD PLANNING

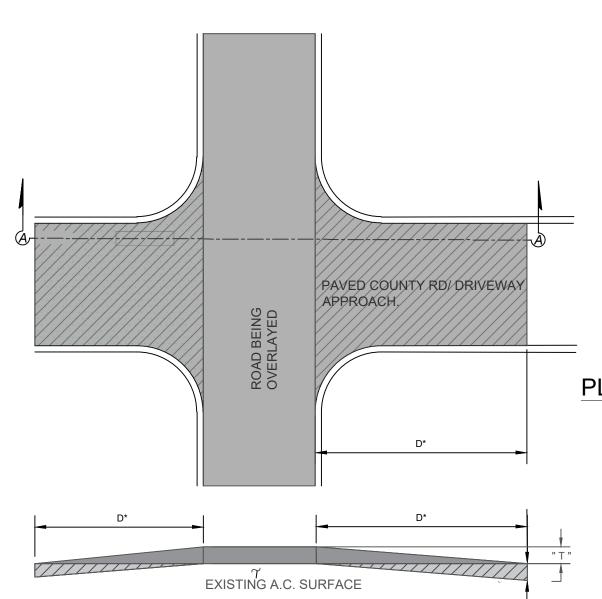
*WHERE NOTED REPLACE EXISTING DIKE AFTER GRINDING HAS OCCURRED ALONG EXISTING FLOW LINE

D* DISTANCES FOUND IN MATCH DISTANCE TABLE

		DATE:	SCALE: NONE	É
DESIGNED:	K.X	03/25		2
DRAWN:	K.X	03/25		Q-
CHECKED:				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

DEPARTMENT OF PUBLIC WORKS AND PLANNING

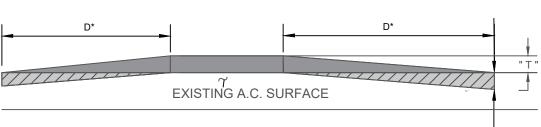
LINCOLN AVENUE OVERLAY
COLD PLANE DETAIL - MATCH LINES



MATCH DISTANCE TABLE					
TRAVEL LANE OVERLAY THICKNESS "T"	D*				
0.08'	20'				
0.10'	25'				
0.12'	30'				
0.15'	37.5'				
0.20'	50'				
0.25'	62.5'				
0.30'	75'				

T = THICKNESS OF OVERLAY (SEE PROJECT DETAILS)

PLAN VIEW



SECTION A - A

DATE: SCALE: NONE DESIGNED: K.X. 03/25 DRAWN: 03/25 K.X. CHECKED:





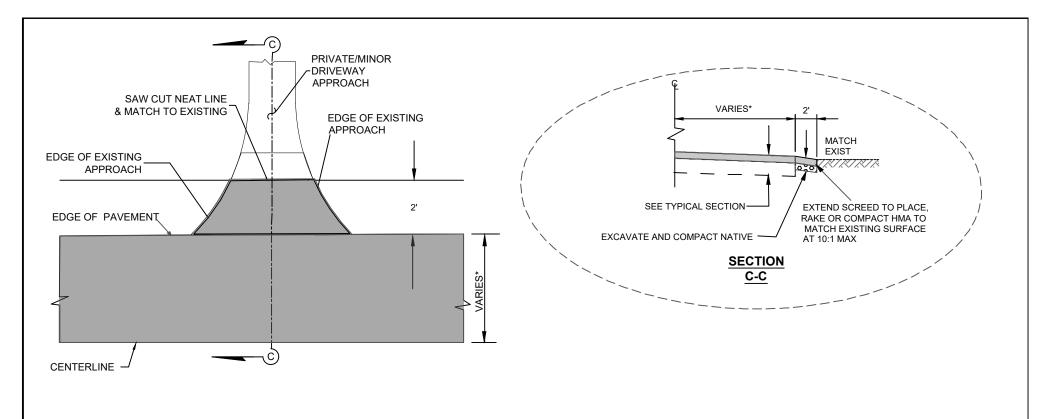
AREA TO BE COLD PLANED SEE MATCH DISTANCE TABLE FOR DISTANCE D*



NEW HOT MIX ASPHALT OVERLAY

DEPARTMENT OF PUBLIC WORKS AND PLANNING

LINCOLN AVENUE OVERLAY TYPICAL INTERSECTION DETAIL



NOTES

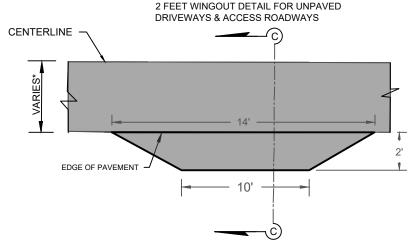
GRADE TO MATCH PAVEMENT, FLOW LINE AND ORIGINAL GROUND.



PAVEMENT, SEE TYPICAL SECTION



COMPACTED NATIVE SOIL (CNS)

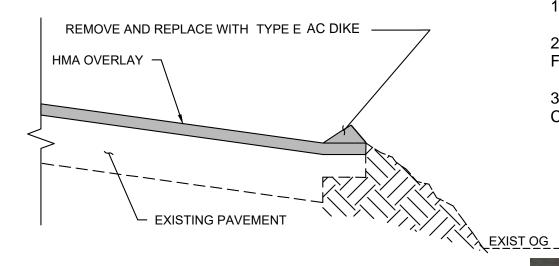


	DATE:	SCALE: NONE
DESIGNED: K.X.	03/25	
DRAWN: K.X.	03/25	
CHECKED:		



DEPARTMENT OF PUBLIC WORKS AND PLANNING

LINCOLN AVENUE OVERLAY
TYPICAL PAVED & UNPAVED DRIVEWAY
APPROACH DETAIL



NOTES:

- 1. REMOVE EXISTING DIKES
- 2. CONSTRUCT NEW DIKES TYPE E AT THE FOUR QUADRANTS AS SHOWN
- 3. PAINT NEW DIKES WITH WHITE PAINT (2 COATS)

(UD)

LEGEND

EP EDGE OF PAVEMENT

HMA HOT MIX ASPHALT

OG ORIGINAL GROUND

R/W RIGHT OF WAY

EXIST EXISTING VAR VARIES



HMA OVERLAY

DATE:

01/25

01/25



K.X.

K.X.

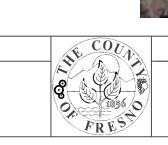
DESIGNED:

DRAWN:

CHECKED:

EXISTING ORIGINAL GROUND

SCALE: NONE



DEPARTMENT OF PUBLIC WORKS AND PLANNING

E. LINCOLN AVENUE

TYPICAL AC DIKE DETAIL

PROJECT DETAILS

TYPE E DIKES REMOVE AND REPLACE LOCATION:

- > CHERRY AVENUE AND LINCOLN AVENUE 32 LINEAR FEET EACH CORNER AFTER THE REMOVAL AND REPLACE OF DIKE FINSH WITH 2 COATS OF WHITE PAINT.
- > INSTALL TWO MORE DIKES ON THE SOUTH CORNERS AND PAINT WITH 2 COATS WHITE PAINT.

START:

> MATCH FROM PREVIOUS NEW PAVEMENT ON LINCOLN AVE WEST OF FIG AVENUE

LINCOLN & ELM INTERSECTION:

- > MATCH UP THE LIMITS OF ELM AVENUE PRESERVATION TREATMENT CAPE SEAL
- > TRAFFIC LOOPS DETECTORS WILL NEED TO BE REPLACED AFTER NEW HMA
- > CURBS & GUTTERS PRESENT AT THIS SEGMENT

LINCOLN AVENUE FROM FIG AVENUE TO ELM AVENUE

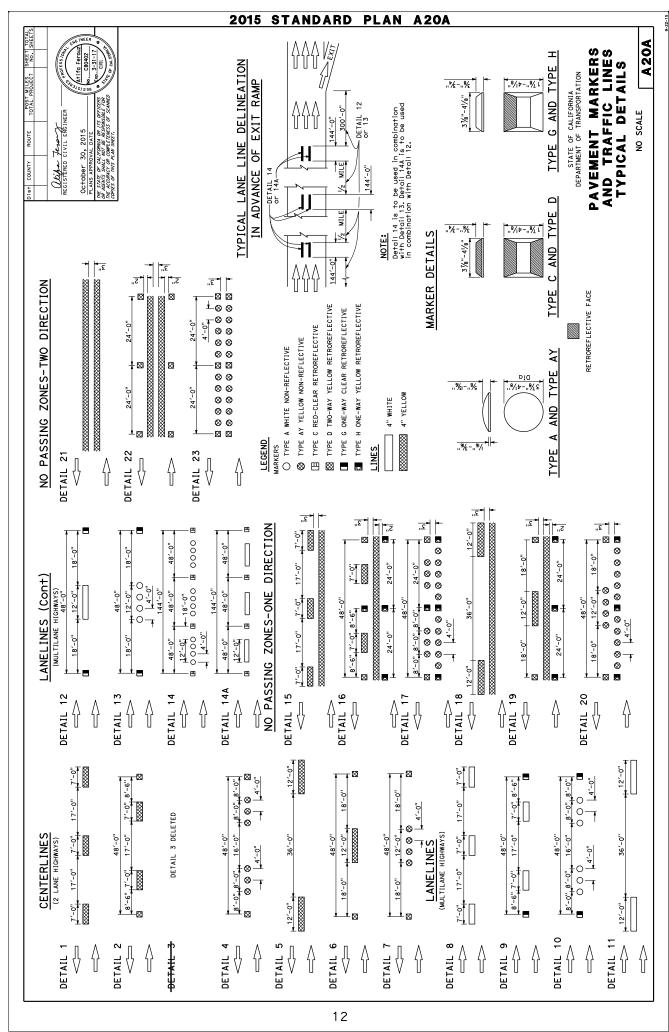
- > COLD PLANE 0.20' AND PAVED WITH 0.20' HOT MIX ASPHALT TYPE A
- > CURBS & GUTTERS PRESENT AT THIS SEGMENT.

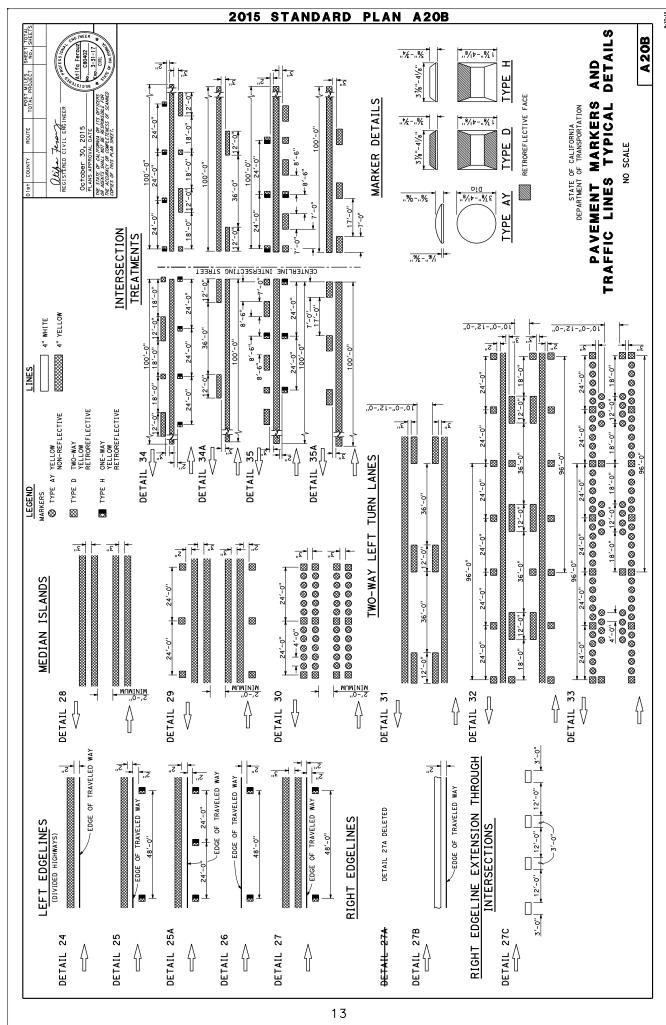
LINCOLN AVENUE FROM ELM AVENUE EAST TO STATE ROUTE 41

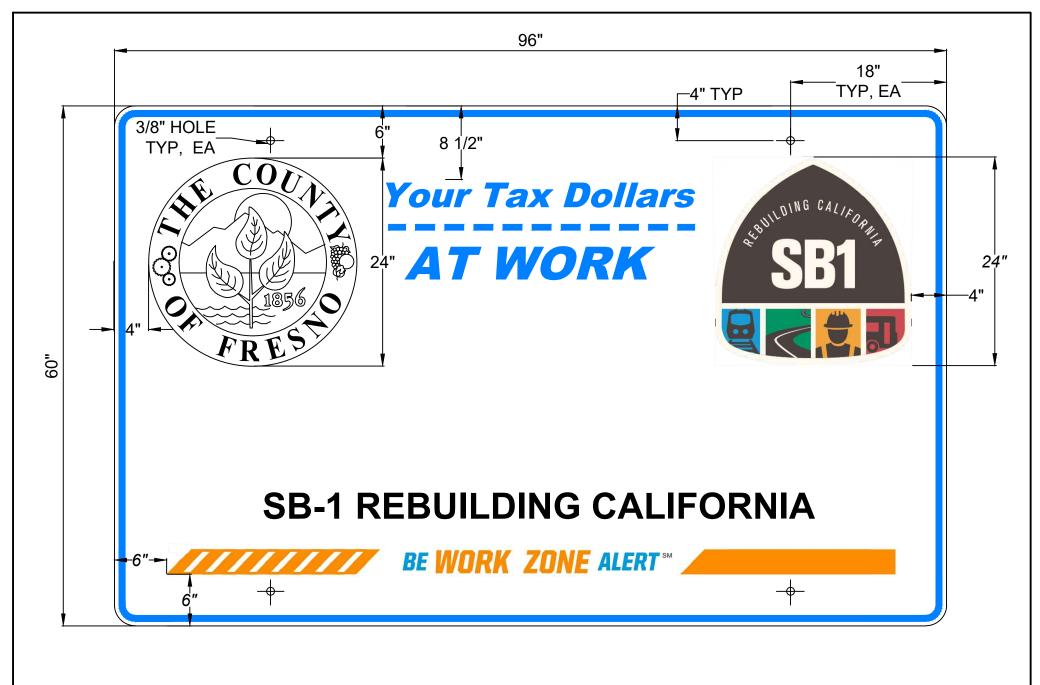
- > COLD PLANE 0.20' PLACE PAVING MAT AND PAVE WITH 0.20' HOT MIX ASPHALT
- > CURBS & GUTTERS PRESENT AT THIS SEGMENT.
- > GAS VALVES (PG&E) PRESENT AT THIS SEGMENT
- > COLD PLANE CONFORM UP TO BRIDGE DECK OF STATE ROUTE 41

LINCOLN AVENUE FROM STATE 41 TO CEDAR AVENUE

- > COLD PLANE CONFORM FROM BRIDGE OF DECK STATE ROUTE 41 TOWARDS CEDAR AVENUE 0.20 '
- > PLACING PAVING MAT AND PLACE HOT MIX ASPHALT 0.20 '
- > PERFORM REPLACE ASPHALT CONCRETE AT SUBGRADE FAILURES
- > GAS VALVE LOCATED APPROXIMATELY 250 FEET FROM BRIDGE







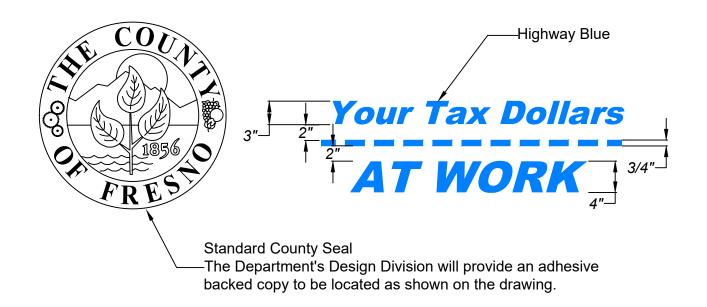
		DATE:	SCALE: NONE	N. C.
DESIGNED:	J.H.			
DRAWN:	S.P.			8/10
CHECKED:	N/A			F

DEPARTMENT OF PUBLIC WORKS AND PLANNING

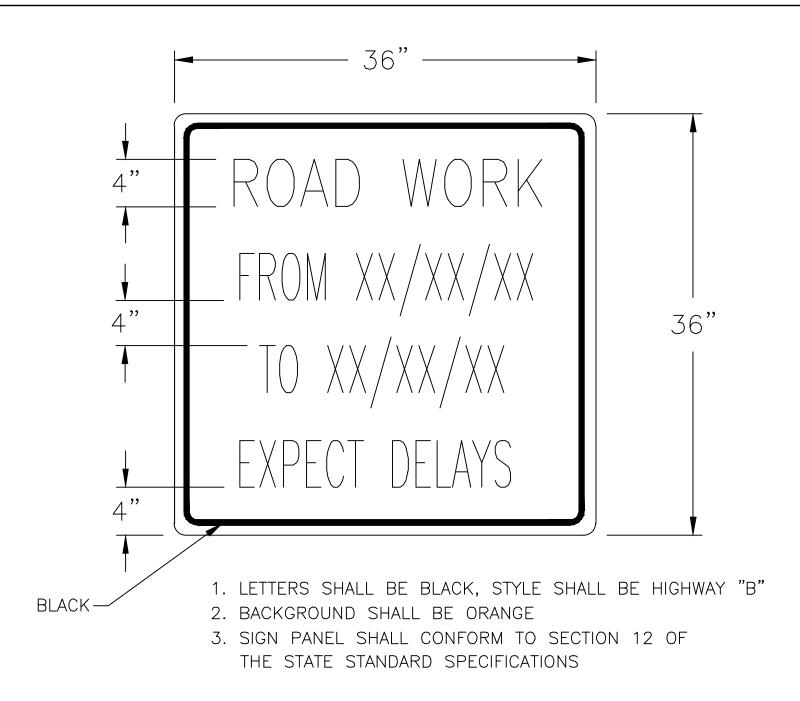
CONSTRUCTION PROJECT FUNDING SIGN

NOTES:

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



		DATE:	SCALE: NONE	COUN	DEPARTMENT OF PUBLIC WORKS AND PLANNING
DESIGNED:	J.H.				CONSTRUCTION PROJECT
DRAWN:	S.P.			0 1356	FUNDING SIGN
CHECKED:	N/A			FREST	T SIND BIO



		DATE:	SCALE: NONE	COUV	DEPARTMENT OF PUBLIC WORKS AND PLANNING
DESIGNED:	K.X.	01/25			LINCOLN AVENUE OVERLAY
DRAWN:	K.X.	01/25		3 1856 0	ADVANCE NOTIFICATION SIGN
CHECKED:	XX			FREST	ADVANCE NOTH TOATTON CIGN

DOT TR-0100 (REV 12/2024)

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (5 U.S.C, Section 552 et seq.) and the Information Practices Act of 1977 (IPA) (Civil Code Sections 1798 et seq.) declares that the right to privacy is a personal and fundamental right protected by the California and United States Constitutions. Please be advised that this form requests personal information. The term "personal information" means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, the individual's name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual. (Civil Code, § 1798.3, subdivision (a).)

Information Collection and Access: California law requires the following information to be provided when collecting information from individuals. (See, for example, Civil Code, § 1798.17.)

Agency Name and Division Within the Agency Requesting the Information:

California Department of Transportation, Division of Traffic Operations, Office of Encroachment & Outdoor Advertising Permits (OEOAP), Encroachment Permits Branch.

Title of Official Responsible for Information Maintenance:

For more information, please contact the Permits Office Chief for the Encroachment Permits Branch (EP) at (916) 594-6593 or at HQEP@dot.ca.gov. In writing at the California Department of Transportation, Division of Traffic Operations, Office of OEOAP MS-36, 1120 N Street, Sacramento, CA 95814. Information can also be obtained on our website at https://dot.ca.gov/programs/traffic-operations/ep-oda

Maintenance of the Information Authorized By:

Streets and Highway Code (SHC) section 670 et.al.

Consequences of Not Providing All or Any Part of the Requested Information:

Disclosure of this information is voluntary. Failure to provide all or any part of the requested information may delay processing of this form.

Principal Purpose(s) for Which the Information Will Be Used:

To communicate with the applicant regarding their Permit request and associated activities.

Known Disclosures:

The information obtained through the use of this form can be made available when requested by the public through the California Public Records Act (CPRA).

Right of Access to Records:

Individuals have the right to access information provided and may request a correction or deletion of records. Exceptions may include, but are not limited to, investigations and public transparency laws. Personal Information will only be disclosed as permitted by the Information Practices Act, Civil Code, §§ 1798–1798.83, or as otherwise required by law. To request access to, or to request correction or deletion of, information provided in this form you may contact the Official Responsible for Information Maintenance identified above.

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at

TRACKING NO. DOT TR-0100 (REV 12/2024)

			Page 2 of 5
			FOR CALTRANS USE
			TRACKING NO.
Complete ALL fields, write "N/A" if not applicable. 7			
This application is not complete until all requiremen	DIST/CO/RTE/PM		
Permission is requested to encroach on the State I	SIMPLEX STAMP		
1. COUNTY	2. ROUTE	3. POST MILE	
	5. CITY		
4. ADDRESS OR STREET NAME			
6 CDOSS STREET / Distance and dispation from a	it-it-\		DATE OF SIMPLEX STAMP
6. CROSS STREET (Distance and direction from p	rojeci site)		DATE OF SIMPLEX STAIMP
7. WORK TO BE PERFORMED BY	8 IS THIS APE	LICATION FOR A RIDER?	
☐ APPLICANT ☐ CONTRACTOR	□ NO		the Parent Permit Number
9. ESTIMATE START DATE		D COMPLETION DATE	and railoner of the real real real real real real real rea
11. ESTIMATED NUMBER OF WORKING DAYS V	VITHIN STATE	HIGHWAY RIGHT-OF-WAY	(
12. ESTIMATED CONSTRUCTION COSTS WITHI	N STATE HIGH	WAY RIGHT-OF-WAY	
13. HAS THE PROJECT BEEN REVIEWED BY AN	NOTHER CALTE	RANS BRANCH?	
☐ NO ☐ YES. If "YES", which branch?			
14. FUNDING SOURCE(S)			
☐ FEDERAL ☐ STATE ☐ LOCAL ☐ PRIV	/ATE SB 1	(ROAD REPAIR AND ACC	COUNTABILITY ACT OF 2017)
15. CALTRANS PROJECT CODE (ID)		16. APPLICANT'S RE	FERENCE / UTILITY WORK ORDER NUMBER
17. DESCRIBE WORK TO BE DONE WITHIN STA			
Attach 6 complete sets of plans (folded to 8.5")	x 11") and any a	pplicable specifications, ca	iculations, maps, traffic control plans, etc.
18 (a). PORTION OF STATE HIGHWAY RIGHT-O	F-WAY WHERE	WORK IS BEING PROPO	SED (check all that apply)
			☐ Mobile work
			
	e of pavement	Other	
18 (b). PROPOSED TRAFFIC CONTROL PLANS			
☐ No traffic control needed ☐ State Standard PI	ans (T-Sheets) #	#	
☐ Project specific Traffic Control Plans included	☐ To be submit	ted by contractor	

DOT TR-0100 (REV 12/2024)

TRACKING NO.

					T		
19. EXCAVATION	MAX. DEPTH (in)	MIN. DEPTH (in)	AVG. WIDTH (in)	LENGTH (ft)	SURFACE	TYPE (e.g. As _l	ohalt, concrete, soil, etc.)
20.	PRODUCT BEING	TRANSPORTED	Annual State of Control of Contro	()		SING PIPE	() MATERIAL
PIPES			8	(in.) MATERIAL		-	(in.) MATERIAL
PROPOSED INS	TALLATION METH	IOD (e.g. HDD, Bo	re & Jack, Open C	cut, etc.)		VOLTAGE / P	SIG
DOES THE PROP	POSED PROJECT	INVOLVE THE RE	EPLACEMENT AN	ID/OR ABANDON	IMENT OF A	N EXISTING F	ACILITY?
	If "YES", provide						
	DUNTY OR OTHER						
YES (if "YES"	, check the type of	project AND attach	n the environmenta	al documentation a	and condition	ns of approval)	
	CIAL DEVELOPME	NT □ BUILDING	G ☐ GRADING				
☐ CATEGOR	ICALLY EXEMPT	☐ NEGATIVE D	ECLARATION [] ENVIRONMENT	TAL IMPACT	REPORT	OTHER
☐ NO (if "NO", c	heck the category	below which best o	lescribes the proje	ct AND answer qu	uestions A-K)	
	Y OR ROAD APPR ANCE OR RESURF		FRUCTION,	1	☐ FENCE	☐ EROSIC	N CONTROL
	TILITY MODIFICAT		IS, HOOKUPS	1	☐ MAILBOX	(☐ LANDS	CAPING
☐ FLAGS, SI	GNS, BANNERS, I	DECORATIONS, F	PARADES AND CE	ELEBRATIONS			
The following qu	estions must be a	answered when a	City, County or o	ther public agen	cy IS NOT ir	nvolved in the	approval of this project.
by your proposed your application for supporting studies project. Answer the A. Will any ex B. Are there we	project within State or an encroachmen is and in some case nese questions to the disting vegetation and aterways (e.g. river,	e Highway right-of- t permit. It is the ap is this may be costl ne best of your abili nd/or landscaping of creek, pond, natura	way and to determ oplicant's responsity y and time consum ty. Provide a descr within State Highw Il pool or dry stream	ine which type of e pility for the produc ning. If possible, at ription of any "YES ray right-of-way be	environmenta ction of all rec ttach photogr S" answers (t e disturbed?	al studies may l quired environr aphs of the loc ype, name, nui	
C. Is the prop	osed project locate	ed within five miles	of the coast line?				
D. Will the pro	oposed project gen	erate construction	noise levels greate	er than 86 decibel	s (dBA) (e.g.	Jack-hammer	ing, pile driving)?
E. Will the pro	pposed project inco	orporate land from a	a public park, recre	eation area or wild	llife refuge op	pen to the publ	ic?
F. Are there a	ny recreational tra	ils or paths within t	he limits of the pro	posed project?			
G. Will the pro	oposed project imp	act any structures,	buildings, rail line	s or bridges withir	n State Highw	vay right-of-wa	y?
H. Will the pro	pposed project imp	act access to any l	ousinesses or resid	dences?			
I. Will the prop	posed project impa	ct any existing pub	olic utilities or publi	c services?			
J. Will the pro	posed project impa	act any existing pe	destrian facilities, s	such as sidewalks	, crosswalks	or overcrossin	gs?
K. Will new lig	ghting be construct	ed within or adjace	nt to State Highwa	ay right-of-way?			

DOT TR-0100 (REV 12/2024)

TRACKING NO.	

22. Will the proposed project cause a substantial change in the significance of a historical resource (45 years or older),							
or cultural resource?	☐ YES	☐ NO	(if "YES", provide a description)				
23. Will the proposed project be on an existing State Highway or street where the active							
significant tree or stand of trees, a rock outcropping or a historic building)	☐ YES	☐ NO	(if "YES", provide a description)				
04 11 1 1 1 1 1 1 1 1	0 - 1						
24. Is work being done on the applicant's property in addition to State Highway right-of-way							
	(IT "YES"	, aπach c	complete sets of site and grading plans)				
25. Will the proposed project require the disturbance of soil?	☐ YES	☐ NO					
If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres	s:						
and estimate the area of disturbed soil outside State Highway right-of-way in acres	s:						
*		,					
26. Will the proposed project require dewatering?	☐ YES	∐ NO					
If "YES", estimate Total gallons AND gallons/month(Total gallons)	AND		(gallons/month)				
SOURCE*: ☐ STORMWATER ☐ NON-STORMWATER							
(*See Caltrans SWMP for definition of non-storm water discharge:							
https://www.dot.ca.gov/programs/environmental-analysis/stormwater-managemen	nt-program)						
27. How will any storm water or ground water be disposed?							
☐ Storm Drain System ☐ Combined Sewer / Stormwater System ☐ Stormwa	ter Retentio	on Basin	□ N/A				
Other (explain)							

DOT TR-0100 (REV 12/2024)

TRACKING NO.

READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permit fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0400), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0405), and the Stormwater Special Provisions (TR-0400) are available at: https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/encroachment-permits/appendix-k-ada-a11y.pdf. If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0405) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: https://dot.ca.gov/programs/traffic-operations/ep/district-contacts. The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address: https://dot.ca.gov/programs/environmental-analysis/stormwater-management-program.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner.

Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

28. NAME OF APPLICANT (Project or Property Owner or Organization				
ADDRESS OF APPLICANT (Include City, State and Zip Code)				
E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER		
29. NAME OF AUTHORIZED AGENT / ENGINEER (A "Letter of Authorization" is required if different from #28)		IS A LETTER OF AUTHORIZATION ATTACHED? ☐ YES ☐ NO		
ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City,	State and Zip Code)			
E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER		
30. NAME OF BILLING CONTACT (Same as #28 Same as #29				
BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILE	D (Include City, State and Zi	p Code)		
E-MAIL ADDRESS	PHONE NUMBER	FAX NUMBER		
I agree that by providing my electronic signature for this form, I agree to signature is the legal binding equivalent to my handwritten signature. I authentication of this form, and my intent to be bound by it.				
31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT*	32. PRINT OR TYPE NAM	IE .		
33. TITLE		34. DATE		

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at

DOT TR-0100 (REV 12/2024)

INSTRUCTIONS

Complete ALL fields, write "N/A" if not applicable. Type or print clearly. All dimensions must be in U.S. Customary (English) units.

Print your application single sided and submit all of the required attachments (See Section VII A&B of the "Encroachment Permit Application Guide Booklet" found at: https://dot.ca.gov/programs/traffic-operations/ep/guidelines).

- 1. County (e.g. Fresno, San Francisco, Los Angeles, etc.)
- 2. State Highway Route Number (e.g. I-5, SR-99, etc.)
- Highway Postmile: (location of work, see https://postmile.dot.ca.gov/)
 If unable to determine, contact the appropriate District Encroachment
 Permits Office for assistance at: https://dot.ca.gov/programs/traffic-operations/ep/district-contacts
- Address of project site (if the property has a physical address with a Number and Street/Road Name)
- 5. City (e.g. Sacramento, Redding, Irvine, etc.)
- Distance and the direction from the nearest cross street to the project site (e.g. 500 ft. north of "C" Street).
- Indicate whether the work will be performed by the applicant (your own forces) or by a contractor.
- 8. Indicate if you are applying for a "Rider Permit" (Time extension, change in scope of work, etc. and provide the "Parent Permit Number".
- 9. Estimated start date for the proposed work. (Allow a minimum of 60 calendar days from the submittal date of your application for processing)
- 10. Estimated completion date for the proposed work.
- 11. Estimated number of working days within State Highway right-of-way.
- Estimated construction costs for all work to be done within State Highway right-of-way.
- Has another Caltrans' branch seen or reviewed your project? Which branch? (e.g. Design, Project Management, Right-of-Way, Environmental, etc.)
- 14. Identify funding source(s) for the proposed work.
- Caltrans' Project Code (ID) if this is a State project, capital project, or joint venture project.
- Your company's reference number or utility work order number for this project.
- 17. Describe the proposed work to be done entirely. If applicable, attach six (6) complete sets of FOLDED plans (folded 8-½" X 11") and any applicable specifications, calculations, maps, etc.
- 18. (a) Identify portion(s) of State right-of-way where work will occur and (b) proposed traffic control plans to be used if any.
- 19. Maximum and minimum depth, average width, and length of the excavation area. Existing surface type (e.g. Asphalt, concrete, soil, etc.)
- 20. Product being transported (e.g. water, natural gas, etc.) Carrier pipe, diameter (inches) and material (e.g. Steel, HDPE, etc.) Casing pipe (if any), diameter and material Proposed installation method, Voltage of electrical current or pressure of liquid or gas.

- Replacement and/or abandonment of an existing facility (e.g. Abandoning pipe and filling it with two-sack slurry cement)
- 21. Check "YES", if you are getting a permit or approval from another agency (City, County, etc.), and an environmental determination has been made. Then check the Categorically Exempt, Negative Declaration, Environmental Impact Report box or Other if one has been prepared. Attach a copy of the approved document and a copy of the Notice of Determination. Skip questions A-K.
 - If you checked "NO", check the box of the appropriate type of work to be done, or check "other" and fill in the type of work to be done. <u>Also answer questions A-K.</u>
- 22. A Historical Resource includes, but is not limited to, any object, building, structure, site, area, place, record, or manuscript that has historical or archaeological significance, or significance in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.
- 23. In this context a Scenic Resource includes, but is not limited to, trees that display outstanding features of form or age; unique, massive rock formations; historic buildings that are rare examples of their period, style, design, or which have special architectural features and details of importance.
- 24. Is there any work being done on the applicant's property?
- 25. Indicate if the proposed project will require the disturbance of soil. If "YES," estimate the area within AND outside of State Highway right-of-way in acres.
- 26. Indicate if the proposed project will require dewatering. If "YES," estimate volume in total gallons AND gallons per month. Also indicate the source: Stormwater or Non-Stormwater (see Caltrans Stormwater Management Plan for definitions of non-stormwater discharge at: https://dot.ca.gov/programs/environmental-analysis/stormwater-management-program).
- 27. Indicate how any stormwater or ground water will be disposed of from or near the limits of the proposed project.
- 28. Name of the applicant or organization applying for the permit. List the mailing address, e-mail address, phone and fax numbers.
- 29. Name of the authorized agent or engineer acting on behalf of the applicant or organization. Attach a letter of authorization signed by the applicant or organization. List the mailing address, e-mail address, phone and fax numbers.
- 30. Name of the billing contact. List the mailing address where invoices are to be mailed, email address, phone and fax numbers.
- 31. Signature of the applicant or applicant's authorized agent.
- 32. Name of the applicant or applicant's authorized agent.
- Title (owner, president, etc.) of the applicant or applicant's authorized agent.
- 34. Date of the signature.

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at

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 Code 5233 (a)	the requirements of Corporations
(5)	Authorized Signature	
	Signature:	Date:

SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest."

The definition above will be utilized for purposes of completing the disclosure form.

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

BID BOOK

LINCOLN AVENUE OVERLAY FIG AVENUE TO CEDAR AVENUE

BUDGET / ACCOUNT: 4510 / 7370



Department of Public Works and Planning

CONTRACT NUMBER 24-27-M

BID BOOK TABLE OF CONTENTS

LINCOLN AVENUE OVERLAY CONTRACT NUMBER 24-27-M

PROPOSAL NUMBER	TITLE
NOT APPLICABLE	INSTRUCTIONS FOR COMPLETING THE BID BOOK
1	PROPOSAL TO THE COUNTY OF FRESNO
2	BID ITEM LIST / BID SHEET
3	EVALUATION OF BID ITEM LIST
4	BID SECURITY / SIGNATURE
5	NON-COLLUSION DECLARATION
6	PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT
7	PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE AND PUBLIC CONTRACT CODE 10232 STATEMENT
8	SUBCONTRACTORS
9	TITLE 13, CALIFORNIA CODE OF REGULATIONS § 2449(I) GENERAL REQUIREMENTS FOR IN-USE OFF-ROAD DIESEL-FUELED FLEETS
10 - 17	NOT USED
18	OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS
19	GUARANTY

INSTRUCTIONS FOR COMPLETING THE BID BOOK

General

Complete forms in the Bid Book.

Submit an electronic bid online at http://www.BidExpress.com (Section 2-1.33A) or submit a hardcopy bid:

- 1. Under sealed cover addressed to the Department and labeled with the name of the bidder, the name of the project and the statement 'Do Not Open Until The Time Of Bid Opening.'
- 2. Marked as a bid
- 3. Identifying the contract number and the bid opening date

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

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

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

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

For more information regarding bidding, refer to Section 2 Bidding in the Special Provisions and Standard Specifications.

Bid Item List and Bid Comparison

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

Bid Document Completion

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

Proposal to the Board of Supervisors of Fresno County - Proposal 1

Provided for information.

Bid Proposal Sheet – Proposal 2

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

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

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

Use ink or typewriter for paper bids.

Evaluation of Bid Proposal Sheet - Proposal 3

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

Bid Security and Signature - Proposal 4

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

- Cash
- Cashier's check

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

Indicate type of bid security provided.

- Cash Acceptable but not recommended. Cash is deposited in a clearing account and is returned to bidders by County warrant. This process may take several weeks.
- Cashier's or Certified Checks. This type of security is held until the bid is no longer under consideration. If submitted by a potential awardee, they will be returned when the contract is fully executed by the bidder and bonds and insurance have been approved.
- Bid Bonds Must be signed by the bidder and by the attorney-in-fact for the bonding company. Provide
 notarized signature of attorney-in-fact accompanied by bonding company's affidavit authorizing attorneyin-fact to execute bonds. An unsigned bid bond will be cause for rejection. If providing electronically, the
 bid must either be verified via Tinubu or Surety2000 through BidExpress, or a scanned copy must be
 attached to the electronic bid with an original notarized hardcopy and received by Design Services
 before 4:00PM on the fifth (5) calendar days after the bid opening.

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

Electronic bids, if not accompanied by an electronic bid bond, may provide one of the listed types of bidder's security in a sealed envelope in accordance with the labeling and address instructions listed in the Notice to Bidders prior to the bid opening.

Acknowledge Addenda

Provide contractor's license information.

State business name and if business is a:

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

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

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

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

- Business Address Firm's Street Address
- Mailing Address P.O. Box or Street Address
- Complete, sign, and return with bid.

Noncollusion Declaration - Proposal 5

Must be completed, signed, and returned with bid.

Public Contract Code Section 10285.1 Statement - Proposal 6

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

Public Contract Code Section 10162 Questionnaire And Public Contract Code 10232 Statement – Proposal 7

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

Subcontractors - Proposal 8

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

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

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

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

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

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

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

Proposal 10 - 17

Not used.

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

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

Guaranty - Proposal 19

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

General Info

Total:

\$1,579,072.75

Number

24-27-M

Deadline

04/24/2025 02:00 PM PDT

Vendor

Yarbs Grading and Paving,

Submitted

04/24/2025 01:05 PM PDT

Signed by

Troy Yarbrough

Account Holder Troy
Yarbrough

Opened

04/24/2025 02:02 PM PDT **By** jbnavarro@fresnocountyca.gov

Description

Lincoln Avenue Overlay Fig Avenue to Cedar Avenue

The work to be done consists, in general, of cold planing of about 0.75 miles of asphalt pavement, placing geosynthetic pavement interlayer over 2.0 miles, and constructing an asphalt concrete overlay on Lincoln Avenue from Fig Avenue to Cedar Avenue (2.5 miles) in the County of Fresno, California.

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

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Attachment List

Project Website

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

Specifications (10 MB) Specifications (10 MB)

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

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PROPOSAL TO THE COUNTY OF FRESNO

hereinafter called the Owner

LINCOLN AVENUE OVERLAY

FIG AVENUE TO CEDAR AVENUE

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

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

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

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1	Item No.	Quantity	Unit		Item Price	Extension
Solution	1	50,000	\$	WORK (PAYMENT ADJUSTMENT FOR PRICE INDEX	\$1.00	\$50,000.00
3 80,000 \$ WORK (ROAD PREPARATION) \$1.00 \$80,000.00 4 2 EA CONSTRUCTION PROJECT FUNDING SIGNS \$1,900.00 \$3,800.00 5 1 LS TRAFFIC CONTROL S142,000.00 \$142,000.00 \$142,000.00 6 1 LS JOB SITE MANAGEMENT \$2,000.00 \$2,000.00 7 1 LS CLEARING & S10,000.00 \$10,000.00 8 1 LS PREPARE WATER POLLUTION CONTROL PLAN AND IMPLEMENTATIO N \$1,000.00 \$1,000.00 9 499 CY REPLACE ASPHALT CONCRETE \$240.00 \$119,760.00 10 400 CY SHOULDER BACKING - Final Pay Item \$85.00 \$34,000.00 11 1 LS FINISHING ROADWAY \$5,000.00 \$5,000.00	2	50,000	\$		\$1.00	\$50,000.00
4 2 EA PROJECT FUNDING SIGNS \$1,900.00 \$3,800.00 5 1 LS TRAFFIC CONTROL SYSTEM \$142,000.00 \$142,000.00 6 1 LS JOB SITE MANAGEMENT \$2,000.00 \$2,000.00 7 1 LS CLEARING & GRUBBING \$10,000.00 \$10,000.00 8 1 LS PREPARE WATER POLLUTION CONTROL PLAN AND IMPLEMENTATIO N \$1,000.00 \$1,000.00 9 499 CY REPLACE ASPHALT CONCRETE \$240.00 \$119,760.00 10 400 CY SHOULDER BACKING - Final Pay Item \$85.00 \$34,000.00 11 1 LS FINISHING ROADWAY \$5,000.00 \$5,000.00	3	80,000	\$	WORK (ROAD	\$1.00	\$80,000.00
5 1 LS CONTROL SYSTEM \$142,000.00 \$142,000.00 6 1 LS JOB SITE MANAGEMENT \$2,000.00 \$2,000.00 7 1 LS CLEARING & GRUBBING \$10,000.00 \$10,000.00 8 1 LS PREPARE WATER POLLUTION CONTROL PLAN AND IMPLEMENTATIO N \$1,000.00 \$1,000.00 9 499 CY REPLACE ASPHALT CONCRETE \$240.00 \$119,760.00 10 400 CY SHOULDER BACKING - Final Pay Item \$85.00 \$34,000.00 11 1 LS FINISHING ROADWAY \$5,000.00 \$5,000.00	4	2	EA	PROJECT	\$1,900.00	\$3,800.00
6 1 LS MANAGEMENT \$2,000.00 \$2,000.00 7 1 LS CLEARING & GRUBBING \$10,000.00 \$10,000.00 8 1 LS PREPARE WATER POLITION CONTROL PLAN AND IMPLEMENTATION N \$1,000.00 \$1,000.00 9 499 CY REPLACE ASPHALT CONCRETE \$240.00 \$119,760.00 10 400 CY BACKING - Final Pay Item \$85.00 \$34,000.00 11 1 LS FINISHING ROADWAY \$5,000.00 \$5,000.00	5	1	LS	CONTROL	\$142,000.00	\$142,000.00
PREPARE POLLUTION \$10,000.00 \$10,000	6	1	LS		\$2,000.00	\$2,000.00
8 1 LS WATER POLLUTION CONTROL PLAN AND CONTROL PLAN AND IMPLEMENTATIO N \$1,000.00 \$1,000.00 9 499 CY REPLACE ASPHALT CONCRETE \$240.00 \$119,760.00 10 400 CY BACKING - Final Pay Item \$85.00 \$34,000.00 11 1 LS FINISHING ROADWAY \$5,000.00 \$5,000.00	7	1	LS		\$10,000.00	\$10,000.00
9 499 CY ASPHALT \$240.00 \$119,760.00 CONCRETE 10 400 CY SHOULDER BACKING - Final Pay Item 11 1 LS FINISHING ROADWAY \$5,000.00 \$5,000.00	8	1	LS	WATER POLLUTION CONTROL PLAN AND IMPLEMENTATIO	\$1,000.00	\$1,000.00
10	9	499	CY	ASPHALT	\$240.00	\$119,760.00
ROADWAY \$5,000.00 \$5,000.00	10	400	CY	BACKING - Final	\$85.00	\$34,000.00
Total: \$1,579,072.75	11	1	LS		\$5,000.00	\$5,000.00
						Total: \$1,579,072.75

Item No.	Quantity	Unit	Item Description	Item Price	Extension
12	6,692	TON	HOT MIX ASPHALT (TYPE A 1/2" GRADING)	\$97.00	\$649,124.00
13	35,200	SY	GEOSYNTHETIC PAVEMENT INTERLAYER	\$2.20	\$77,440.00
14	40	TONS	GEOSYNTHETIC BINDER	\$10.00	\$400.00
15	60	TON	MINOR HOT MIX ASPHALT	\$220.00	\$13,200.00
16	130	LF	PLACE HOT MIX ASPHALT DIKE (TYPE E)	\$60.00	\$7,800.00
17	8	TON	TACK COAT	\$1,000.00	\$8,000.00
18	64	LF	REMOVE ASPHALT CONCRETE DIKE	\$10.00	\$640.00
19	16,572	SY	COLD PLANE ASPHALT CONCRETE PAVEMENT	\$2.50	\$41,430.00
20	5	EA	ADJUST MANHOLE TO GRADE	\$2,000.00	\$10,000.00
21	25	EA	ADJUST VALVE BOX FRAME AND COVER TO GRADE	\$1,000.00	\$25,000.00
22	8	EA	SURVEY MONUMENTS (TYPE D)	\$1,400.00	\$11,200.00
23	18	EA	INDUCTIVE LOOP DETECTOR TYPE D & TYPE E	\$1,100.00	\$19,800.00
24	130	SF	PAINT DIKE 2-COAT (WHITE)	\$10.00	\$1,300.00
					Total: \$1,579,072.75

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Item No.	Quantity	Un	it Item Description	Item Price	Extension
25	1	LS	REMOVE PAVEMENT MARKERS	\$1,500.00	\$1,500.00
26	212	EA	PAVEMENT MARKER (RETROREFLEC TIVE) (TYPE D)	\$6.00	\$1,272.00
27	180	EA	PAVEMENT MARKER (WHITE P- DOT)	\$6.00	\$1,080.00
28	13	EA	PAVEMENT MARKER (RETROREFLEC TIVE) (TYPE BLUE)	\$6.00	\$78.00
29	5,061	LF	THERMOPLASTI C TRAFFIC STRIPE EXTRUDED (DETAIL 5)	\$1.00	\$5,061.00
30	2,410	LF	THERMOPLASTI C TRAFFIC STRIPE EXTRUDED (DETAIL 18)	\$2.00	\$4,820.00
31	3,190	LF	THERMOPLASTI C TRAFFIC STRIPE EXTRUDED (DETAIL 21)	\$3.00	\$9,570.00
32	2,534	LF	THERMOPLASTI C TRAFFIC STRIPE EXTRUDED (DETAIL 22)	\$3.00	\$7,602.00
33	400	LF	THERMOPLASTI C TRAFFIC STRIPE EXTRUDED (DETAIL 27B)	\$1.50	\$600.00
34	180	SF	THERMOPLASTI C PAVEMENT MARKING (LIMIT LINE)	\$7.00	\$1,260.00
					Total: \$1,579,072.75

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Item No.	Quantity	Unit	Item Description	Item Price	Extension
35	834	SF	THERMOPLASTI C PAVEMENT MARKING (YELLOWCROSS WALK)	\$7.00	\$5,838.00
36	106	SF	THERMOPLASTI C PAVEMENT MARKING (STOP AHEAD)	\$7.00	\$742.00
37	189	SF	THERMOPLASTI C PAVEMENT MARKING (SIGNAL AHEAD)	\$7.00	\$1,323.00
38	474	SF	THERMOPLASTI C PAVEMENT MARKING (SCHOOL XING AHEAD)	\$7.00	\$3,318.00
39	53	SF	THERMOPLASTI C PAVEMENT MARKING (TYPE IV ARROW)	\$7.00	\$371.00
40	1	LS	LEAD COMPLIANCE PLAN	\$1,800.00	\$1,800.00
41	9,635	LF	REMOVAL OF THERMOPLASTI C TRAFFIC STRIPE	\$1.25	\$12,043.75
42	1	LS	MOBILIZATION	\$157,900.00	\$157,900.00
					Total: \$1,579,072.75

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Evaluation of Bid Item List - Proposal 3

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

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

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the Owner's Final Estimate of cost.

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

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

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

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

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Bid Security - Proposal 4

Bond Percentage

10.00%

Guarantee Method *

Electronic Bid Bond

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

Electronic Bid Bond

Bond ID * Surety Agency * Verify Bid Bond *

SCA0422100050 Surety 2000 Bid bond verification has

been completed.

Surety State * Principal *

CT Yarbs Grading and Paving,

Inc.

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Addendum Acknowledgement - Proposal 4

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

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

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

Addendum No. *

N/A

Dated *

N/A

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Bidder Signature - Proposal 4

Business Name *

Yarbs Grading and Paving, Inc.

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

Type of Business *

Corporation - list Officers

Business Owners and Officers Names *

Troy Yarbrough, President/Manager Ray Becerra, Secretary/Treasurer

Note: If bidder or other interested person is:

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

Names of Owners and Key Employees *

Troy Yarbrough, President Ray Becerra, Secretary

Note: List majority owners of your firm. If multiple owners, list all. Also include anyone, including key employees, who are actively promoting the contract. (SB1439)

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

Class *

Α

Contractor License No. * Expires *

964071 08/31/2025

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DIR Registration Number *

1000004120

Business Address *

11339 S. Peach Avenue, Fresno CA

Zip Code *

93725

Mailing Address *

PO Box 87, Fowler, CA

Zip Code *

93625

Business Phone *

Fax Number

(559) 834-4818

(559) 834-4897

E-mail Address *

troy@yarbsgradingandpaving.com

Signature of Bidder *

Troy Yarbrough

Dated *

04/24/2025

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

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Non-Collusion Declaration - Proposal 5

To the County of Fresno:

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID*

The undersigned declares:

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

Corporate Officer

If Corporate Officer please list Title:

President

of (Business Name): *

Yarbs Grading and Paving, Inc.

the party making the foregoing bid.

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

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

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

Date: *

04/24/2025

at City, State: *

Fresno, CA

Signature: *

Troy Yarbrough

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

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

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Public Contract Code - Proposal 6-7

Public Contract Code Section 10285.1 Statement - Proposal 6

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

Choose an option: *

Has not been convicted

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

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

Public Contract Code Section 10162 Questionnaire - Proposal 7

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

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

Choose an option: *

No

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

Public Contract Code Section 10232 Statement - Proposal 7

In conformance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than

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one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-years period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

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

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Subcontractors - Proposal 8

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

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

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

Subcontractor: To add more subcontractor listings,	click the "+" to add additional fields.
Subcontractor: *	
AWP Safety	
Business Address *	
3049 S. Golden St Frontage Rd. Fresno, Ca. 93725	
Class	
A, C31, C32, C-61/D42	
License No. *	
975518	
DIR Registration No. *	
1000001109	
Item No. or Description of Work *	
4 & 5	
Dollar Amount: OR	Percentage of Total Bid:
\$119,700.00	
Email Address:	
doug.perkins@awpsafety.com	

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

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Subcontractor: *		
SPM		
Business Address *		
6868 Ave 305, Goshen,	Ca. 93227	
Class		
C32		
License No. *		
854894		
DIR Registration No.	*	
1000886659		
Item No. or Description	on of Work *	
24 thru 41, 42 (Partial)		
Dollar Amount:	OR	Percentage of Total Bid:
\$65,933.95		
Email Address:		
Kyle.Tyler@spmnw.com		
Subcontractor: To ad	d more subcont	actor listings, click the "+" to add additional fields. 2
Subcontractor: *		
Talley Oil		
Business Address *		
12483 Road 29 Madera,	Ca. 93638	
Class		
A		
License No. *		
822368		
DIR Registration No.	*	
1000009187		

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Item No. or Descriptio	on of Work *	
Dollar Amount: \$73,264.00	OR	Percentage of Total Bid:
Email Address: gbobian@talleyoil.com		
Subcontractor: To add	d more subcon	tractor listings, click the "+" to add additional fields. 3
Subcontractor: * California Professional E	ngineering, Inc.	
Business Address * 19062 San Jose Ave, La	Puente, Ca. 917	'48
Class		
A, C-10, C-20		
License No. *		
793907		
DIR Registration No. * 1000377609	•	
Item No. or Description 23	n of Work *	
Dollar Amount: \$17,964.00	OR	Percentage of Total Bid:
Email Address: estimating@cpengineerin	ginc.com	

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

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

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

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

RESPONSIVE.

Choose all that apply:
☑Bidder's Certificate of Reported Compliance has been attached to the bid.
Bidder does not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4).
Listed subcontractors' Certificate of Reported Compliance have been attached.
✓ The following subcontractors do not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4):
Subcontractors
AWP Safety
Additional information regarding subcontractor fleets and/or certificates will be submitted within five (5) calendar days of the bid opening.

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

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Proposal 10-17

NOT USED

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

Optional: Vendor is not required to complete.

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

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

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

Bidder: *

No bid

Name (Printed): *

No bid

Signature: *

No bid

Title: *

No bid

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Guaranty - Proposal 19

Optional: Vendor is not required to complete.

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

GUARANTY

To the Owner: County of Fresno

CONTRACT NUMBER 24-27-M

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: *

04/24/2025

Name (Printed): *

Troy Yarbrough

Signature: *

Troy Yarbrough

Title: *

President

Contractor: *

Yarbs Grading and Paving, Inc.

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Upload Required Documents

Name	Omission Terms	Submitted File
CARB Certification of Reported Compliance - Bidder Valid CARB Certification of Reported Compliance - Bidder	Does not have a fleet subject to this regulation.	California Air Resources Board_ Off-Road Diesel- Fueled Fleets Regulation Compliance Certificate.pdf
CARB Certification(s) of Reported Compliance - Subcontractors Valid CARB Certification(s) of Reported Compliance - Subcontractors	Due by 4pm on the 5th calendar day after bid opening or no listed subcontractors have a fleet subject to this regulation.	Sub CARB Certificates.pdf
Electronic Bid Bond - Scan of Bid Bond Scan of Notarized Paper Bid Bond with original due by 4pm on the 5th calendar day after the bid opening.	I have already provided a bid bond, i.e. through an electronic Surety above or to the public works office prior to the deadline.	bid_bond_SCA0422100050.pdf
3 Required Documents		

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Additional Documents (Use if needed)

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Not Required Extra Space if needed	Extra space not needed	No bid
Not Required Extra Space if needed	Extra space not needed	No bid
Not Required Extra Space if needed	Extra space not needed	No bid
3 Required Documents		

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AGREEMENT

THIS AGREEMENT made at Fresno, in Fresno County, California, by and between <u>Yarbs</u> <u>Grading and Paving, Inc.</u> hereinafter called the Contractor, and the <u>County of Fresno</u> hereinafter called the Owner, both of whom may be referred to individually as a Party, or jointly as Parties.

WITNESSETH that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, but excluding such materials as are mentioned in the specifications to be furnished by the Owner, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, teamsters, subcontractors, artisans, machinists, and laborers required for:

LINCOLN AVENUE OVERLAY

CONTRACT NUMBER: 24-27-M

all in strict compliance with the plans, drawings, specifications, and other contract documents prepared by the Owner relating thereto.

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

All portions of the Standard Specifications of the State of California, Department of Transportation, dated 2015, which are not in conflict with this Contract shall be deemed a part of the Specifications as though fully therein set forth; provided, however, that revisions to the said Standard Specifications shall apply only to the extent, if any, included in the Project Details of these Specifications or as otherwise incorporated directly herein. No part of said Specifications which is in conflict with any portion of this Agreement, or which is not actually descriptive of the work to be done thereunder, or of the manner in which said work is to be executed, shall be considered as any part of this Agreement, but shall be utterly null and void.

ARTICLE III. The Owner agrees to pay the Contractor in current funds for the performance of the Contract the sum of ONE MILLION FIVE HUNDRED SEVENTY-NINE THOUSAND SEVENTY-TWO DOLLARS AND 75/100 (1,579,072.75) it being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, except where provisions are made in the Contract documents whereby the estimated quantities shall constitute the final quantity; that upon completion of the Project the final Contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached. Payments on account thereof will be made as set forth in the Special Provisions.

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

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

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

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

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

performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement and the Contract.

The Certificate of Insurance shall be issued to the County of Fresno and all other participating agencies, whether or not said agencies are named herein, who contribute to the cost of the work or have jurisdiction over areas in which the work is to be performed and all officers and employees of said agencies while acting within the course and scope of their duties and responsibilities.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the Owner may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M Best Company rating of A FSC VII or better.

Without limiting the Owner's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits not less than those shown in the following table:

Liability Insurance Requirements

Total bid	For each occurrence ^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.

This policy shall be issued on a per occurrence basis. Owner may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability, or any other liability insurance deemed necessary because of the of the nature of this Contract.

Such Commercial General Liability insurance shall name the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement and Contract are concerned. Such coverage for additional

^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.

insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Owner, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to Owner. Contractor shall obtain endorsements to the Commercial General Liability insurance policy naming the County of Fresno as an additional insured and providing for a thirty (30) day prior written notice of cancellation or change in terms or coverage.

Within eight (8) days from date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above with the applicable contract number for all of the foregoing policies, as required herein, to the County of Fresno, or to designservices@fresnocountyca.gov, stating that such insurance coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for an premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement and Contract are concerned; that such coverage for additional insured shall apply as primary insurance an any other insurance, or self- insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to Owner.

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

B. Automobile Liability

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

C. Professional Liability

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

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

ARTICLE VI. Contractor represents that he or she has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will

receive ten (10) days' notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure should be provided to the Owner.

ARTICLE VII. The Contractor shall forthwith furnish a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price and a payment bond in an amount equal to one hundred percent (100%) of the Contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall contain provisions such that if the Contractor or their subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the Contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department and to the Franchise Tax Board from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

ARTICLE VIII. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

Except as provided in Labor Code section 1725.5(f), no contractor or subcontractor may be awarded a contract for public work on a public works project or engage in the performance of work on any public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor shall comply with all applicable laws and regulations relating to wages and employment, including all requirements imposed by the California Department of Industrial Relations (DIR). Contractor shall cooperate with Owner to furnish timely all information necessary for Owner's completion of the form required to be submitted by Owner when registering the Project on the DIR website; and Owner thereafter shall provide to Contractor the "Project ID Number" assigned by DIR in order to facilitate Contactor's submission to DIR of its certified payrolls for the Project, in the manner required and using such form as may be prescribed by DIR, in accordance with the provisions of Labor Code section 1771.4(a)(3).

ARTICLE IX: Governing Law – Venue for any action arising out of or relating to this Agreement and Contract shall be in Fresno County, California. This Agreement and Contract shall be governed by the laws of the State of California.

ARTICLE X: EXECUTIVE ORDER N-6-22: Under Executive Order N-6-22 as a contractor, subcontractor, or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website https://ofac.treasury.gov/sanctions-programs-and-country-information/russiarelated-sanctions. Failure to comply may result in the termination of contracts or grants, as applicable. Specially Designated Nationals and Blocked Persons List (SDN) (https://sanctionslist.ofac.treas.gov/Home/SdnList).

	oard of Supervisors on <u>June 10, 2025</u> . It has been and Planning and is in proper order for signature of
IN WITNESS WHEREOF, they have executed	this Agreement thistst day of
<u>July</u> 2025	• .
Yarbs Grading and Paving, Inc. (CONTRACTOR)	COUNTY OF FRESNO (OWNER)
Ву	Ernest "Buddy" Mendes, Chairman of the Board of Supervisors of the County of Fresno
Title President	ATTEST: Bernice E. Seidel Clerk of the Board of Supervisors County of Fresno, State of California
	By <u>Hanan</u>

Bond No. 108211657

Document A312™ - 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Yarbs Grading and Paving, Inc. 11229 S. Peach Avenue Fresno, CA 93725

SURETY:

(Name, legal status and principal place of business) Travelers Casualty and Surety Company of America

11090 White Rock Road, Sutie 100 Rancho Cordova, CA 95670

Malling Address for Notices

Same

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

County of Fresno 2220 Tulare St., Sixth Floor Fresno, CA 93721

CONSTRUCTION CONTRACT

Date:

Amount: \$1,579,072.75----

Description: Lincoln Avenue Overlay Contract Number: 24-27-M

(Name and location)

BOND

Datc: June 18, 2025

(Not earlier than Construction Contract Date)

Amount: \$ 1,579,072.75---

Modifications to this Bond:

X None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: Yarbs Grading and Paving, Inc. (Corporate Seal)

SURETY

(Corporate Seal) Company: Travelers Casualty and Surety Company of America

Signature:

Name and Title: Troy Yarbrough President

Signature:

and Title: Attorney in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Edgewood Partners Insurance Center 3000 Executive Parkway, Suite 325 San Ramon, CA 94583 (925) 244-7700

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default:
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 6.3 Obtain hids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner fuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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	9			
(Specia is magnifold halon for ad	ditional signatures of relead posts	e other than those appearing an	the cover nage 1	
CONTRACTOR AS PRIN	ditional signatures of added partle CIPAI	SURETY	me cover page.	
Company:	(Corporate Seal)	Company:		(Corporate Seal)
Olympia.		Clamanu		
Signature: Name and Title:		Signature: Name and Title:		
Address		Address		

§ 16 Modifications to this bond are as follows:

	icate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California County ofContra Costa))
On	isa M. Lucas, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Tanya Chinchilla	
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	ry evidence to be the person(¾) whose name(¶) is/¾/¾ wledged to me that Ke/she/k/¾¾ executed the same in ¼½/her/tKæKsignature(ĕ) on the instrument the person(¶), 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.
COMM. # 2431224 NOTARY PUBLIC - CALIFORNIA O CONTRA COSTA COUNTY O	Signature Lier Leure
COMM. EXPIRES JAN. 13, 2027	Signature of Notary Public
Place Notary Seal Above	PTIONAL
Though this section is optional, completing the	is information can deter alteration of the document or nis form to an unintended document.
Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other Th	
Capacity(ies) Claimed by Signer(s)	iali Named Above.
Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner ─ ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact	☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:Signer Is Representing:	□ Other: Signer Is Representing:

PAYMENT BOND - PUBLIC WORK SECTIONS 3247 - 3252, CIVIL CODE (CALIFORNIA)

Travelers Casualty and Surety Company of America SURETY COMPANY

Bond No. 108211657

Premium: \$14,212.00 includes Performance bond and subject to the final contract amount.

KNOW ALL MEN BY THESE PRESENTS:
THAT WHEREAS, The County of Fresno has awarded to Yarbs Grading and Paving, Inc.
as Contractor, a contract for the work described as follows:Lincoln Avenue Overlay Contract Number: 24-27-M
AND WHEREAS, Said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.
NOW, THEREFORE, We the undersigned Contractor and Surety are held and firmly bound unto the <u>County of Fresno</u> in the amount required by law, the sum of \$1.579,072.75, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH,
That if said Contractors shall fail to pay (1) Any of the persons named in Civil Code Section 3181, (2) amounts due under the Unemployment Insurance Code for work or labor performed in connection with said contract by any such claimant, or (3) any amounts required to be deducted, withheld and paid over to the Employment Development Department and to the Franchise Tax Board from wages of the employees of Contractor and his sub-contractors with respect to such work and labor, pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety or Sureties herein will pay for the same in an aggregate amount not exceeding the sum specified in this bond, and also in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court, otherwise the above obligation shall be vold.
This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as lesignated in Civil Code, Sections 3247 - 3252 Inclusive, and all amendments thereto.
N WITNESS WHEREOF, We have hereunto set our hands and seals on this 18th day of June ,2025
Yarbs Grading and Paving, Inc.
Troy Yarbrough, President Contractor
Travelers Casualty and Surety Company of America SURETY COMPANY
Tanya Chirlchilla, Attorney-in-Fact

S-2061-B (07-97)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certific document to which this certificate is attached, and not to	ate verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.	
State of California) County of Contra Costa) On Date Date Date Tanya Chinchilla	a M. Lucas, Notary Public Here Insert Name and Title of the Officer Name(s) of Signer(s)	
subscribed to the within instrument and acknow	r evidence to be the person(数 whose name(双 is/紙数 vledged to me that Ke/she/統数 executed the same in (X)her/tK級Ksignature(8) on the instrument the person(双,cted, executed the instrument.	
COMM. # 2431224 NOTARY PUBLIC - CALIFORNIA O CONTRA COSTA COUNTY O COMM. EXPIRES JAN. 13, 2027	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public	
Place Notary Seal Above		
Though this section is optional, completing this	PTIONAL s information can deter alteration of the document or s form to an unintended document.	
Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other Tha	Document Date:an Named Above:	
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	

SURETY VERIFICATION

(Complete and return with Performance and Payment Bonds)

PROJECT Lincoln Avenue Overlay	
Contract No. 24-27-M	
Contractor Yarbs Grading and Paving, Inc.	
Contact Person Troy Lindley Phone No.	(916) 852-5272
SURETY COMPANY (Exact Name Style, Home Office Address)	
Travelers Casualty and Surety Company of America	
11090 White Rock Road, Sutie 100	
Rancho Cordova, CA 95670	
AGENT / BROKER	
Attorney-in-fact Tanya Chinchilla Phone No.	(925) 244-7745
FirmEdgewood Partners Insurance Center	
Mail Address3000 Executive Parkway, Suite 325	
City, State, ZIP San Ramon, CA 94583	
CA Dept of Insurance License No. OB29370 Expires O9 (or attach copy of License)	/ 30 / 2026
vi	
Owner's use only	
Received / By	
Surety admitted / /	
Surety Best's Class Rating	
Comments	

\dsform\PW180G



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

POWER OF ATTORNEY

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

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







purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

State of Connecticut

City of Hartford ss.

Robert L. Raney, Senior Vice President On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the

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

My Commission expires the 30th day of June, 2026



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

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

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

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

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

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

day of June Dated this 18th







2025

General Info

Total:

\$1,579,072.75

Number

24-27-M

Deadline

04/24/2025 02:00 PM PDT

Vendor

Yarbs Grading and Paving,

Submitted

04/24/2025 01:05 PM PDT

Signed by

Troy Yarbrough

Account Holder Troy
Yarbrough

Opened

04/24/2025 02:02 PM PDT **By** jbnavarro@fresnocountyca.gov

Description

Lincoln Avenue Overlay Fig Avenue to Cedar Avenue

The work to be done consists, in general, of cold planing of about 0.75 miles of asphalt pavement, placing geosynthetic pavement interlayer over 2.0 miles, and constructing an asphalt concrete overlay on Lincoln Avenue from Fig Avenue to Cedar Avenue (2.5 miles) in the County of Fresno, California.

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

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Attachment List

Project Website

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

Specifications (10 MB) Specifications (10 MB)

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

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PROPOSAL TO THE COUNTY OF FRESNO

hereinafter called the Owner

LINCOLN AVENUE OVERLAY

FIG AVENUE TO CEDAR AVENUE

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

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

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

Page 3 of 25 04/24/2025

1	Item No.	Quantity	Unit		Item Price	Extension
Solution	1	50,000	\$	WORK (PAYMENT ADJUSTMENT FOR PRICE INDEX	\$1.00	\$50,000.00
3 80,000 \$ WORK (ROAD PREPARATION) \$1.00 \$80,000.00 4 2 EA CONSTRUCTION PROJECT FUNDING SIGNS \$1,900.00 \$3,800.00 5 1 LS TRAFFIC CONTROL S142,000.00 \$142,000.00 \$142,000.00 6 1 LS JOB SITE MANAGEMENT \$2,000.00 \$2,000.00 7 1 LS CLEARING & S10,000.00 \$10,000.00 8 1 LS PREPARE WATER POLLUTION CONTROL PLAN AND IMPLEMENTATIO N \$1,000.00 \$1,000.00 9 499 CY REPLACE ASPHALT CONCRETE \$240.00 \$119,760.00 10 400 CY SHOULDER BACKING - Final Pay Item \$85.00 \$34,000.00 11 1 LS FINISHING ROADWAY \$5,000.00 \$5,000.00	2	50,000	\$		\$1.00	\$50,000.00
4 2 EA PROJECT FUNDING SIGNS \$1,900.00 \$3,800.00 5 1 LS TRAFFIC CONTROL SYSTEM \$142,000.00 \$142,000.00 6 1 LS JOB SITE MANAGEMENT \$2,000.00 \$2,000.00 7 1 LS CLEARING & GRUBBING \$10,000.00 \$10,000.00 8 1 LS PREPARE WATER POLLUTION CONTROL PLAN AND IMPLEMENTATIO N \$1,000.00 \$1,000.00 9 499 CY REPLACE ASPHALT CONCRETE \$240.00 \$119,760.00 10 400 CY SHOULDER BACKING - Final Pay Item \$85.00 \$34,000.00 11 1 LS FINISHING ROADWAY \$5,000.00 \$5,000.00	3	80,000	\$	WORK (ROAD	\$1.00	\$80,000.00
5 1 LS CONTROL SYSTEM \$142,000.00 \$142,000.00 6 1 LS JOB SITE MANAGEMENT \$2,000.00 \$2,000.00 7 1 LS CLEARING & GRUBBING \$10,000.00 \$10,000.00 8 1 LS PREPARE WATER POLLUTION CONTROL PLAN AND IMPLEMENTATIO N \$1,000.00 \$1,000.00 9 499 CY REPLACE ASPHALT CONCRETE \$240.00 \$119,760.00 10 400 CY SHOULDER BACKING - Final Pay Item \$85.00 \$34,000.00 11 1 LS FINISHING ROADWAY \$5,000.00 \$5,000.00	4	2	EA	PROJECT	\$1,900.00	\$3,800.00
6 1 LS MANAGEMENT \$2,000.00 \$2,000.00 7 1 LS CLEARING & GRUBBING \$10,000.00 \$10,000.00 8 1 LS PREPARE WATER POLITION CONTROL PLAN AND IMPLEMENTATION N \$1,000.00 \$1,000.00 9 499 CY REPLACE ASPHALT CONCRETE \$240.00 \$119,760.00 10 400 CY BACKING - Final Pay Item \$85.00 \$34,000.00 11 1 LS FINISHING ROADWAY \$5,000.00 \$5,000.00	5	1	LS	CONTROL	\$142,000.00	\$142,000.00
PREPARE POLLUTION \$10,000.00 \$10,000	6	1	LS		\$2,000.00	\$2,000.00
8 1 LS WATER POLLUTION CONTROL PLAN AND CONTROL PLAN AND IMPLEMENTATIO N \$1,000.00 \$1,000.00 9 499 CY REPLACE ASPHALT CONCRETE \$240.00 \$119,760.00 10 400 CY BACKING - Final Pay Item \$85.00 \$34,000.00 11 1 LS FINISHING ROADWAY \$5,000.00 \$5,000.00	7	1	LS		\$10,000.00	\$10,000.00
9 499 CY ASPHALT \$240.00 \$119,760.00 CONCRETE 10 400 CY SHOULDER BACKING - Final Pay Item 11 1 LS FINISHING ROADWAY \$5,000.00 \$5,000.00	8	1	LS	WATER POLLUTION CONTROL PLAN AND IMPLEMENTATIO	\$1,000.00	\$1,000.00
10	9	499	CY	ASPHALT	\$240.00	\$119,760.00
ROADWAY \$5,000.00 \$5,000.00	10	400	CY	BACKING - Final	\$85.00	\$34,000.00
Total: \$1,579,072.75	11	1	LS		\$5,000.00	\$5,000.00
						Total: \$1,579,072.75

Item No.	Quantity	Unit	Item Description	Item Price	Extension
12	6,692	TON	HOT MIX ASPHALT (TYPE A 1/2" GRADING)	\$97.00	\$649,124.00
13	35,200	SY	GEOSYNTHETIC PAVEMENT INTERLAYER	\$2.20	\$77,440.00
14	40	TONS	GEOSYNTHETIC BINDER	\$10.00	\$400.00
15	60	TON	MINOR HOT MIX ASPHALT	\$220.00	\$13,200.00
16	130	LF	PLACE HOT MIX ASPHALT DIKE (TYPE E)	\$60.00	\$7,800.00
17	8	TON	TACK COAT	\$1,000.00	\$8,000.00
18	64	LF	REMOVE ASPHALT CONCRETE DIKE	\$10.00	\$640.00
19	16,572	SY	COLD PLANE ASPHALT CONCRETE PAVEMENT	\$2.50	\$41,430.00
20	5	EA	ADJUST MANHOLE TO GRADE	\$2,000.00	\$10,000.00
21	25	EA	ADJUST VALVE BOX FRAME AND COVER TO GRADE	\$1,000.00	\$25,000.00
22	8	EA	SURVEY MONUMENTS (TYPE D)	\$1,400.00	\$11,200.00
23	18	EA	INDUCTIVE LOOP DETECTOR TYPE D & TYPE E	\$1,100.00	\$19,800.00
24	130	SF	PAINT DIKE 2-COAT (WHITE)	\$10.00	\$1,300.00
					Total: \$1,579,072.75

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Item No.	Quantity	Uni	t Item Description	Item Price	Extension
25	1	LS	REMOVE PAVEMENT MARKERS	\$1,500.00	\$1,500.00
26	212	EA	PAVEMENT MARKER (RETROREFLEC TIVE) (TYPE D)	\$6.00	\$1,272.00
27	180	EA	PAVEMENT MARKER (WHITE P- DOT)	\$6.00	\$1,080.00
28	13	EA	PAVEMENT MARKER (RETROREFLEC TIVE) (TYPE BLUE)	\$6.00	\$78.00
29	5,061	LF	THERMOPLASTI C TRAFFIC STRIPE EXTRUDED (DETAIL 5)	\$1.00	\$5,061.00
30	2,410	LF	THERMOPLASTI C TRAFFIC STRIPE EXTRUDED (DETAIL 18)	\$2.00	\$4,820.00
31	3,190	LF	THERMOPLASTI C TRAFFIC STRIPE EXTRUDED (DETAIL 21)	\$3.00	\$9,570.00
32	2,534	LF	THERMOPLASTI C TRAFFIC STRIPE EXTRUDED (DETAIL 22)	\$3.00	\$7,602.00
33	400	LF	THERMOPLASTI C TRAFFIC STRIPE EXTRUDED (DETAIL 27B)	\$1.50	\$600.00
34	180	SF	THERMOPLASTI C PAVEMENT MARKING (LIMIT LINE)	\$7.00	\$1,260.00
					Total: \$1,579,072.75

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Item No.	Quantity	Unit	Item Description	Item Price	Extension
35	834	SF	THERMOPLASTI C PAVEMENT MARKING (YELLOWCROSS WALK)	\$7.00	\$5,838.00
36	106	SF	THERMOPLASTI C PAVEMENT MARKING (STOP AHEAD)	\$7.00	\$742.00
37	189	SF	THERMOPLASTI C PAVEMENT MARKING (SIGNAL AHEAD)	\$7.00	\$1,323.00
38	474	SF	THERMOPLASTI C PAVEMENT MARKING (SCHOOL XING AHEAD)	\$7.00	\$3,318.00
39	53	SF	THERMOPLASTI C PAVEMENT MARKING (TYPE IV ARROW)	\$7.00	\$371.00
40	1	LS	LEAD COMPLIANCE PLAN	\$1,800.00	\$1,800.00
41	9,635	LF	REMOVAL OF THERMOPLASTI C TRAFFIC STRIPE	\$1.25	\$12,043.75
42	1	LS	MOBILIZATION	\$157,900.00	\$157,900.00
					Total: \$1,579,072.75

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Evaluation of Bid Item List - Proposal 3

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

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

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the Owner's Final Estimate of cost.

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

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

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

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

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Bid Security - Proposal 4

Bond Percentage

10.00%

Guarantee Method *

Electronic Bid Bond

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

Electronic Bid Bond

Bond ID * Surety Agency * Verify Bid Bond *

SCA0422100050 Surety 2000 Bid bond verification has

been completed.

Surety State * Principal *

CT Yarbs Grading and Paving,

Inc.

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Addendum Acknowledgement - Proposal 4

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

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

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

Addendum No. *

N/A

Dated *

N/A

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Bidder Signature - Proposal 4

Business Name *

Yarbs Grading and Paving, Inc.

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

Type of Business *

Corporation - list Officers

Business Owners and Officers Names *

Troy Yarbrough, President/Manager Ray Becerra, Secretary/Treasurer

Note: If bidder or other interested person is:

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

Names of Owners and Key Employees *

Troy Yarbrough, President Ray Becerra, Secretary

Note: List majority owners of your firm. If multiple owners, list all. Also include anyone, including key employees, who are actively promoting the contract. (SB1439)

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

Class *

Α

Contractor License No. * Expires *

964071 08/31/2025

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DIR Registration Number *

1000004120

Business Address *

11339 S. Peach Avenue, Fresno CA

Zip Code *

93725

Mailing Address *

PO Box 87, Fowler, CA

Zip Code *

93625

Business Phone *

Fax Number

(559) 834-4818

(559) 834-4897

E-mail Address *

troy@yarbsgradingandpaving.com

Signature of Bidder *

Troy Yarbrough

Dated *

04/24/2025

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

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Non-Collusion Declaration - Proposal 5

To the County of Fresno:

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID*

The undersigned declares:

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

Corporate Officer

If Corporate Officer please list Title:

President

of (Business Name): *

Yarbs Grading and Paving, Inc.

the party making the foregoing bid.

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

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

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

Date: *

04/24/2025

at City, State: *

Fresno, CA

Signature: *

Troy Yarbrough

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

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

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Public Contract Code - Proposal 6-7

Public Contract Code Section 10285.1 Statement - Proposal 6

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

Choose an option: *

Has not been convicted

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

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

Public Contract Code Section 10162 Questionnaire - Proposal 7

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

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

Choose an option: *

No

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

Public Contract Code Section 10232 Statement - Proposal 7

In conformance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than

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one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-years period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

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

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Subcontractors - Proposal 8

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

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

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

Subcontractor: To add more subcontractor listings,	click the "+" to add additional fields.
Subcontractor: *	
AWP Safety	
Business Address *	
3049 S. Golden St Frontage Rd. Fresno, Ca. 93725	
Class	
A, C31, C32, C-61/D42	
License No. *	
975518	
DIR Registration No. *	
1000001109	
Item No. or Description of Work *	
4 & 5	
Dollar Amount: OR	Percentage of Total Bid:
\$119,700.00	
Email Address:	
doug.perkins@awpsafety.com	

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

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Road 29 Madera, C	a. 93638		
	a. 93638		
Road 29 Madera, C	a. 93638		
ess Address *			
Oil			
ontractor: *			
ontractor: To add	more subcont	ractor listings, click the "+" to add additional fields. 2	
,			
Addross:			
3.95			
· Amount:	OR	Percentage of Total Bid:	
u 41, 42 (Partial)			
No. or Description	of Work *		
86659			
egistration No. *			
4			
se No. *			
Ave 305, Goshen, Ca	a. 93227		
ess Address *			
ontractor:			
	se No. * egistration No. * 86659 lo. or Description 41, 42 (Partial) Amount: 3.95 Address: yler@spmnw.com	ess Address * ave 305, Goshen, Ca. 93227 se No. * egistration No. * a6659 lo. or Description of Work * 41, 42 (Partial) Amount: OR 3.95 Address: yler@spmnw.com ontractor: To add more subcontinutractor: * Oil	ess Address * we 305, Goshen, Ca. 93227 se No. * degistration No. * degistration No. * deficition of Work * 41, 42 (Partial) Amount: OR Percentage of Total Bid: 3.95 Address: //der@spmnw.com

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Item No. or Descriptio	on of Work *	
Dollar Amount: \$73,264.00	OR	Percentage of Total Bid:
Email Address: gbobian@talleyoil.com		
Subcontractor: To add	d more subcon	tractor listings, click the "+" to add additional fields. 3
Subcontractor: * California Professional E	ngineering, Inc.	
Business Address * 19062 San Jose Ave, La	Puente, Ca. 917	'48
Class		
A, C-10, C-20		
License No. *		
793907		
DIR Registration No. * 1000377609	•	
Item No. or Description 23	on of Work *	
Dollar Amount: \$17,964.00	OR	Percentage of Total Bid:
Email Address: estimating@cpengineerin	ginc.com	

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

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

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

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

RESPONSIVE.

Choose all that apply:
☑Bidder's Certificate of Reported Compliance has been attached to the bid.
Bidder does not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4).
Listed subcontractors' Certificate of Reported Compliance have been attached.
✓ The following subcontractors do not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4):
Subcontractors
AWP Safety
Additional information regarding subcontractor fleets and/or certificates will be submitted within five (5) calendar days of the bid opening.

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

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Proposal 10-17

NOT USED

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

Optional: Vendor is not required to complete.

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

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

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

Bidder: *

No bid

Name (Printed): *

No bid

Signature: *

No bid

Title: *

No bid

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Guaranty - Proposal 19

Optional: Vendor is not required to complete.

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

GUARANTY

To the Owner: County of Fresno

CONTRACT NUMBER 24-27-M

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: *

04/24/2025

Name (Printed): *

Troy Yarbrough

Signature: *

Troy Yarbrough

Title: *

President

Contractor: *

Yarbs Grading and Paving, Inc.

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Upload Required Documents

Name	Omission Terms	Submitted File
CARB Certification of Reported Compliance - Bidder Valid CARB Certification of Reported Compliance - Bidder	Does not have a fleet subject to this regulation.	California Air Resources Board_ Off-Road Diesel- Fueled Fleets Regulation Compliance Certificate.pdf
CARB Certification(s) of Reported Compliance - Subcontractors Valid CARB Certification(s) of Reported Compliance - Subcontractors	Due by 4pm on the 5th calendar day after bid opening or no listed subcontractors have a fleet subject to this regulation.	Sub CARB Certificates.pdf
Electronic Bid Bond - Scan of Bid Bond Scan of Notarized Paper Bid Bond with original due by 4pm on the 5th calendar day after the bid opening.	I have already provided a bid bond, i.e. through an electronic Surety above or to the public works office prior to the deadline.	bid_bond_SCA0422100050.pdf
3 Required Documents		

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Additional Documents (Use if needed)

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Not Required Extra Space if needed	Extra space not needed	No bid
Not Required Extra Space if needed	Extra space not needed	No bid
Not Required Extra Space if needed	Extra space not needed	No bid
3 Required Documents		

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1 of 1 3/11/2025, 10:47 AM









Bond No.: SCA0422100050

Bid Bond in Accordance with Contract Specifications

Be sure to refer to the actual bond documents referenced in the contract specifications for specific terms before completing this form.

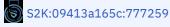
PRINCIPAL NAME	PRINCIPAL ADDRESS	
Yarbs Grading and Paving, Inc.	PO Box 87, Fowler, CA 93625	
SURETY NAME	SURETY ADDRESS	
Travelers Casualty and Surety Company of America	1 Tower Square, Hartford, CT 06183	
OBLIGEE NAME	OBLIGEE ADDRESS	
County of Fresno, Department of Public Works & Planning	2220 Tulare St., 7th Fl., Fresno, CA 93721	

Bond Information

BID DATE	CONTRACT ID	CONTRACT VENDOR ID		
04/24/2025	24-27-M	BUSINESS36550		
PROJECT DESCRIPTION Lincoln Avenue Overlay - Fig Avenue to Cedar Avenue				

AMOUNT OF BID SECURITY	ten percent of the total amount bid	
10%	ton poroon, or the total amount of	
BOND ENTERED AND EXECUTED BY		ATTORNEY-IN-FACT SIGNATURE
Sandra R. Black		

Know all men by these presents that <u>Travelers Casualty and Surety Company of America</u>, a Corporation duly organized under the laws of the State of <u>Connecticut</u>, are held and firmly bound unto the above owner/obligee by the transmission. The surety agrees to waive the statute of fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.







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

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Sandra R. Black

Sacramento California , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 4th day of March, 2024.



State of Connecticut

City of Hartford ss.

On this the **4th** day of **March**, **2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the 30th day of June, 2026

NOTARY PUBLIC Anna P. Nowik, Notary Public

Grissom, Senior Vice President

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

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

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

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

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

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

Dated this 04/21/2025



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.







County of Fresno

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

July 3, 2025

Troy Yarbrough, President Yarbs Grading and Paving, Inc. 11339 S. Peach Avenue Fresno CA 93725

Transmitted by email to: troy@yarbsgradingandpaving.com

Subject: Notice of Approval, Lincoln Avenue Overlay

Contract No. 24-27-M

Dear Troy:

The contract between your firm and the County of Fresno for the referenced project became operative on July 1, 2025. A copy of the executed contract is enclosed.

A "Notice to Proceed" authorizing commencement of the work will be issued by the Construction Engineer.

DIR Project ID 20250585360 is assigned to Contract No. 24-27-M

The enclosed copy of Section 41 of the Charter of the County of Fresno is for your reference and compliance. If you have any questions, contact Jennica Geddert at igeddert@fresnocountyca.gov or (559) 353-4919.

Sincerely,

Mohammad Alimi, Ph.D., P.E. Design Division Engineer

Jennica Geddert (Jul 3, 2025 11:04 PDT)

Jennica Geddert Senior Staff Analyst

Enclosures

cc: Board of Supervisors

Auditor – Controller Financial Services

Construction Management

Design Division - Design Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

201/524050	0=DTIEI04TE NUMBER 4040=044	DE1/(01011)				
		INSURER F:				
		INSURER E:				
Fowler, CA 93625		INSURER D: Hartford Fire Insurance Company		19682		
Yarbs Grading and Paving, Inc. P.O. Box 87		INSURER C: Landmark American Insurance Company		33138		
NSURED	FRESCON2	INSURER B: Travelers Property Casualty Co of	Amer	25674		
		INSURER A: Zurich American Insurance Compa	ny	16535		
Fresno CA 93704		INSURER(S) AFFORDING COVERAG	SE .	NAIC#		
Lic#0B29370	,	E-MAIL ADDRESS: EPICcerts@epicbrokers.com				
Edgewood Partners Ins. Center 5250 North Palm Avenue Ste 22	n	PHONE (A/C, No, Ext): 559-451-3198	FAX (A/C, No):			
PRODUCER		CONTACT NAME:				

COVERAGES **CERTIFICATE NUMBER:** 49437814 **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			SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	Y	GLO110086508	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:							\$
Α	AUTOMOBILE LIABILITY	Υ	Υ	BAP110086608	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
В	X UMBRELLA LIAB X OCCUR			CUP1T67312525NF	3/1/2025	3/1/2026	EACH OCCURRENCE	\$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$4,000,000
	DED X RETENTION \$ 10,000							\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	WC110087008	3/1/2025	3/1/2026	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	,					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C D	Excess Liability Leased/Rented Equipment Scheduled Equipment			LHA605265 51MSBF0940	3/1/2025 3/1/2025	3/1/2026 3/1/2026	Occ/Agg \$2,500 DED \$2,500 DED	\$5,000,000 300,000.00 3,839,040

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Attached forms will apply when required by written contract. Per Project Aggregate Limits and OCIP Wrap Exclusion apply.

Contract #24-27-M / RE: Lincoln Avenue Overlay /

ADDITIONAL INSURED: the County of Fresno, its officers, agents, and employees, individually and collectively

CERTIFICATE HOLDER	CANCELLATION
County of Fresno 2220 Tulare Street 6th Floor	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Fresno CA 93721 USA	AUTHORIZED REPRESENTATIVE
Fresno CA 93721	AUTHORIZED REPRESENTATIVE WILLIAM FERREL



MEMO

То:	Whom It May Concern
From:	Edgewood Partners Insurance Centers (EPIC)
Named Insured:	Yarbs Grading and Paving, Inc.
Policy Number(s):	GLO110086508; BAP110086608; CUP1T67312525NF; WC110087008
Policy Term(s):	03/01/25 - 03/01/26
RE:	Notice of Cancellation

Should the above described policy be cancelled before the expiration date thereof, we will mail 30 days written notice to the Certificate Holder named above; except, 10 days notice for non-payment of premium.

Sincerely,

Cynthía Sauceda

Senior Account Manager (559) 451-3211



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CH	ANGES THE POLICY. PLEASE READ IT CAREFULLY.
Policy No. GLO 110086508	Effective Date: 03/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:
 - 1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
 - b. The ISO CG 20 37 (10/01 edition),

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

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

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

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

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
 - b. The ISO CG 20 37 (07/04 edition),

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

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

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

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

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

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to ongoing operations (if no form is specified),

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

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

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

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

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
- 4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to the "products-completed operations hazard" (if no form is specified).

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

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

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.
- D. Solely with respect to the coverage provided by this endorsement:
 - The following is added to the Other Insurance Condition of Section IV Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition under Section IV Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III Limits Of Insurance:

Additional Insured - Automatic - Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1100865-08	03/01/2025	03/01/2026	03/01/2025	45980000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: YARBS GRADING AND PAVING INC.

Address (including ZIP Code): 5450 S. Villa Avenue

Fresno, CA 93725

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

 The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "sult". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 110086508	03/01/2025	03/01/2026	03/01/2025	45980000	S INCL	S

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS, HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Contractors Liability Supplemental Coverages and Conditions



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.				
Policy No. glo110086508	Effective Date: 3/1/2025			

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

NON-OWNED WATERCRAFT SCHEDULE

Watercraft Length: feet

(If no amount is shown above, 51 feet applies.)

A. Non-owned Watercraft Liability Extended Coverage

Paragraph (2) of Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than the length shown in the Non-Owned Watercraft Schedule of this endorsement; and
 - **(b)** Not being used to carry persons or property for a charge:

B. Damage To Premises Rented Or Occupied By You

1. The last paragraph under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions **c**. through **n**. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

2. The paragraph directly following Paragraph (6) in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

- 3. Paragraph 6. of Section III Limits Of Insurance is replaced by the following:
 - **6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.
- 4. Paragraph a. of the "insured contract" definition under the **Definitions** Section is replaced by the following:
 - **a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

- 5. Paragraph (ii) under Paragraph 4.b.(1) of the Other Insurance Condition under Section IV Commercial General Liability Conditions is replaced by the following:
 - (ii) That is property insurance providing coverage for "specific perils" for premises rented to you or temporarily occupied by you with permission of the owner;
- **6.** The following definitions are added to the **Definitions** Section:

"Specific perils" means fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, weight of snow, ice or sleet or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

C. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- 2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- 3. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
- **b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **C.** shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Additional Insured – Managers Or Lessors Of Premises

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) that you have agreed in a written contract or written agreement to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- **a.** Any "occurrence" which takes place after you cease to be a tenant in that premises.
- **b.** Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured manager or lessor of the premises leased to you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
- **b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

- 1. Section II Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision that you have agreed in a written contract or written agreement or that you are required by statute, ordinance or regulation to name as an additional insured, subject to the following provisions:
 - **a.** This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
 - **b.** This insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 2. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
- **b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Personal And Advertising Injury Coverage – Assumed Under Contract Or Agreement

1. Exclusion e. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for "personal and advertising injury" if:
 - (a) The liability pertains to your business and is assumed in a contract or agreement that is an "insured contract"; and
 - **(b)** The "personal and advertising injury" occurs subsequent to the execution of the contract or agreement.

U-GL-1060-F CW (05/22) Page **3** of **6** Solely for the purposes of liability so assumed in such "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
- 2. For purposes of this "personal and advertising injury" coverage only:

Paragraph **d.** and the second to last paragraph under Paragraph **2.** of **Supplementary Payments – Coverages A** and **B** are replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal and advertising injury" and will not reduce the limits of insurance.

G. Insured Contract Amendment

Paragraph **f.** and **f.(1)** through **f.(3)** of the "insured contract" definition under the **Definitions** Section is replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies a person or organization for "personal and advertising injury":
 - (a) Arising out of advertising, publishing, broadcasting or telecasting done for you or on your behalf; or
 - (b) To an "employee" of such person or organization that does advertising, publishing, broadcasting or telecasting for you or on your behalf; or
- (5) That indemnifies a labor leasing firm for "bodily injury" to "leased workers".

H. Medical Payments - Increased Reporting Period

Paragraph a. of Section I – Coverage C – Medical Payments is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

I. Broad Bail Bond Coverage

Paragraph 1.b. under Supplementary Payments – Coverages A And B is replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

J. Amendment - Duties In The Event of Occurrence, Offense, Claim or Suit

The following paragraphs are added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to your officer, manager, partner or an "employee" authorized by you to give or receive such notice. Knowledge by "employees" other than your officer, manager, partner or "employee" authorized by you to give or receive such notice of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to your workers compensation carrier and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

K. Unintentional Failure To Disclose Or Describe Hazards

Paragraph 6. Representations of Section IV – Commercial General Liability Conditions is replaced by the following:

6. Representations

By accepting this policy, you agree:

- **a.** The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- **c.** We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- (1) Fail to disclose all hazards existing at the inception of this policy; or
- (2) Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

L. Bodily Injury Redefined

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish, mental injury, shock or fright resulting from bodily injury, sickness or disease.

M. Two Or More Of Our Coverage Parts/Policies

The following is added to Section **III – Limits of Insurance**:

1. Subject to Paragraph 2. or 3. above, whichever applies, if this Coverage Part and any other Commercial General Liability Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other

- Zurich underwriting company affiliated with us apply to the same "occurrence", only the highest available Each Occurrence Limit under any such Coverage Part or policy applies to such "occurrence".
- 2. Subject to Paragraph 2. above, if this Coverage Part and any other Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same offense, only the highest available Personal And Advertising Injury Limit under any such Coverage Part or policy applies to such offense.
- 3. Under this Coverage Part and all other Zurich underwriting company Coverage Parts or policies to which Paragraphs 1. and 2. above combined apply, the most we will pay for all injury or damage because of "bodily injury" or "property damage" "occurrences", "personal and advertising injury" offenses and medical expenses is:
 - a. The single highest Coverage Part or policy General Aggregate Limit; or
 - **b.** The single highest Coverage Part or policy Products-Completed Operations Aggregate Limit, whichever applies, whether such "occurrence", offenses or medical expenses are covered by one or more than one Zurich underwriting company policy.
- 4. Any existing provisions under Paragraph 4. Other Insurance under Section IV Commercial General Liability Conditions that may be contrary to the provisions of this endorsement are amended to comply with the changes in coverage as stipulated in Paragraphs 1., 2., and 3. above.

This provision does not apply to any Coverage Part or policy issued by us or any other Zurich underwriting company affiliated with us specifically to apply as excess insurance over this Coverage Part or to any endorsement to this policy which specifically provides any coverage for a wrap-up or other consolidated insurance program project if this policy is not for a wrap-up or other consolidated insurance program.

All other terms, conditions, provisions and exclusions of this policy remain the same.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s)	Of Additional	Insured Engineer(s), Architect(s)	Or Surveyor(s)	Not Engaged By	The Named
Incured:						

ANY ENGINEERS, ARCHITECTS OR SURVEYORS WHILE NOT ENGAGED BY YOU, TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy. However, the insurance afforded to such additional

However, the insurance afforded to such additiona insured:

- 1. Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 - This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:
 - The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Limited Operations Coverage – Work Excluded Under A Controlled (Wrap-Up) Insurance Program

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.				
Policy No. gLo110086508	Effective Date: 3/1/2025			

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Description and Location of Operation(s):

Any location where the insured has, or had, operations insured by a consolidated (wrap-up) insurance program.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This insurance does not apply to "bodily injury" or "property damage":

- 1. Arising out of your ongoing operations; or
- 2. Included in the "products-completed operations hazard";

at the location(s) described in the Schedule of this endorsement, but only if you are enrolled in a "controlled (wrap-up) insurance program" with respect to the "bodily injury" or "property damage" described in Paragraphs **A.1.** and **A.2.** above at such location(s).

This exclusion applies whether or not the "controlled (wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part;
- **b.** Has limits adequate to cover all claims; or
- c. Remains in effect.
- **B.** The exclusion in **A.** above shall not apply to your ongoing operations at the location shown in the Schedule for your service, maintenance, correction, repair or replacement of the original work performed and insured under the "controlled (wrap-up) insurance program".

However, this extension of coverage does not apply to damages because of "bodily injury" or "property damage" due to any service, maintenance, correction, repair or replacement work:

- 1. Included in the "products-completed operations hazard"; or
- 2. For which coverage is afforded under the "controlled (wrap-up) insurance program".

C. For the application of the coverage provided by this endorsement in Paragraph B. above, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS Paragraph 4. Other Insurance is replaced with the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis. If any other insurance responds or can respond to this loss, we shall have the right but not the duty to defend any "suit".

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- 1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- 2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that may apply and that was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

D. Solely with respect to this endorsement, the following definition is added to SECTION V – DEFINITIONS:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

All other terms, conditions, provisions and exclusions of this policy remain the same.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:

ONLY THOSE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT, EXECUTED PRIOR TO LOSS, EXCEPT WHERE PROHIBITED BY LAW

Designated Job Site:

ONLY THOSE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT, EXECUTED PRIOR TO LOSS, EXCEPT WHERE PROHIBITED BY LAW

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

- 9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - **(b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.				
Policy No.	GLO 1100865 - 08	Effective Date: 03/01/2025		

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- **A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- **B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - **b.** Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

- **C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date:
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply.	
** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP 1100866-08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: YARBS GRADING AND PAVING, INC.

Endorsement Effective Date: 03/01/2025

SCHEDULE

Scheduled Railroad	Designated Job Site
ONLY THOSE REQUIRED BY WRITTEN	ONLY THOSE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT, EXECUTED	CONTRACT OR AGREEMENT, EXECUTED
PRIOR TO LOSS, EXCEPT WHERE	PRIOR TO LOSS, EXCEPT WHERE
PROHIBITED BY LAW	PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: YARBS GRADING AND PAVING INC.

Endorsement Effective Date:03-01-2025

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 1100866-08	03/01/2025	03/01/2026	03/01/2025	45980000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form Motor Carrier Coverage Form

A. Amended Who Is An Insured

- 1. The following is added to the **Who Is An Insured** Provision in **Section II Covered Autos Liability Coverage**:

 The following are also "insureds":
 - **a.** Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
 - **b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
 - c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
 - d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
- 2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment - Supplementary Payments

Paragraphs a.(2) and a.(4) of the Coverage Extensions Provision in Section II – Covered Autos Liability Coverage are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

POLICY NUMBER: BAP 1100866-08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: YARBS GRADING AND PAVING INC.

Endorsement Effective Date: 03-01-2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s): ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Blanket Notification to Others of Cancellation or Non-Renewal



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
BAP 1100866 - 08	03/01/2025	03/01/2026		45980000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- **A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- **B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - **2.** At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - **b.** Non-renewal, but not including conditional notice of renewal.
- **C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- **D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4 84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 03/01/2025 at 12:01 A.M. standard time, forms a part of

(DATE)

Policy No. WC 1100870 - 08 Endorsement No.

of the Zurich American Insurance Company

(NAME OF INSURANCE COMPANY)

issued to YARBS GRADING AND PAVING, INC.

Premium (if any) \$

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be due on such remuneration

% of the California workers' compensation premium otherwise

Schedule

Person or Organization

Job Description

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

WC 04 03 06 (Ed. 4-84) Page 1 of 1